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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

वीरवार, 04 जून, 2026 / 14 ज्येष्ठ, 1948

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 002, the 16th May, 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 of the following cases announced by the **Presiding Judge, Labour Court-cum-Industrial Tribunal, Dharamshala, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* “e-Gazette”:—

Sl. No.	Ref./ No.	Petitioner	Respondent	Date of Award/Order
1.	49/22	Ajay Kumar	Factory Manager, M/S Deepak Fasteneers	14-03-2026
2.	148/19	Vinod Kumar	Divya Himachal Prakashan & other	14-03-2026
3.	57/23	Rajeev Mehrotra	M.D. HPGIC, Shimla & other	14-03-2026
4.	58/23	Yashpal	-Do-	- Do -
5.	59/23	Satish	-Do-	- Do -
6.	60/23	Rakesh Kumar	-Do-	- Do -
7.	62/23	Harpal Singh	-Do-	- Do -
8.	64/23	Rakesh	-Do-	- Do -
9.	34/23	Gulam Mohd.	Govt. Medical College Chamba & other	- Do -
10.	30/23	Rajesh Singh	-Do-	- Do -
11.	32/23	Sunil Kumar	-Do-	- Do -
12.	27/23	Tek Chand	-Do-	- Do -
13.	26/23	Happy Sharma	-Do-	- Do -
14.	41/23	Basant Singh	-Do-	- Do -
15.	37/23	Sandeep Kumar	-Do-	- Do -
16.	38/23	Avnesh Kumar	-Do-	- Do -
17.	29/23	Rohit Kumar	-Do-	- Do -
18.	28/23	Sachin	-Do-	- Do -
19.	149/19	Ashu Kumar	Divya Himachal Prakashan Pvt. Ltd.	16-03-2026
20.	146/19	Yash Paul Singh	-Do-	- Do -
21.	152/19	Rahul Choudhary	-Do-	- Do -
22.	04/20	Onkar Singh	Divya Himachal Prakashan & others	- Do -
23.	151/19	Raghuvinder Singh	-Do-	- Do -
24.	03/20	Lekh Raj	-Do-	- Do -
25.	87/23	Saifu	M/S Batot Hydro Power, Chamba	20-03-2026
26.	82/17	Kamal Kishore	M/S Shakti Hydro & other	23-03-2026
27.	05/20	Pankaj Rana	Dainik Bhaskar & other	25-03-2026
28.	368/15	Pradhan Worker Union	M.D. Surya Resort Mcleodganj	25-03-2026
29.	433/15	Pradhan Worker Union	M.D. Surya Resort Mcleodganj	25-03-2026
30.	32/21	Parshotam Chand	Divya Himachal Prakashan & other	30-03-2026
31.	26/21	Jitender Kumar	Divya Himachal Prakashan	30-03-2026

By order,

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

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Ajay Kumar s/o Shri Surjeet Singh,
r/o Vill. & P.O. Palkwah, Tehsil Haroli,
District Una, H.P.

Respondent : The Factory Manager, M /S Deepak
Fasteneers Limited, Unit-II, Industrial Area,
Tahliwal, Tehsil Haroli, District Una, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala. : 49/2022

Present:—

Applicant : Sh. Anubhav Walia, Ld. Adv.

Respondent : Sh. Sanjeev Gupta, Ld. Adv.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The parties have entered in a compromise and the matter has been settled between the parties for a lump sum of Rs.15,000/- vide separate statement of Shri Anubhav Walia, Advocate Ld. Counsel for the petitioner recorded on 14-03-2026 wherein he has stated that respondent has settled the matter with the petitioner and has paid Rs.15,000/- for the claim. The statement of petitioner Shri Ajay Kumar has also recorded on 18-02-2026 wherein he has stated that he agreed to compromise the matter on the above terms. In view of statements recorded on 14-03-2026 and 18-02-2026, the claim petition/reference is disposed of accordingly. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 14-03-2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Vinod Kumar s/o Sh. Puran Chand, r/o V.P.O. Bhugnara, Tehsil Nurpur, District Kangra, H.P.

Respondent(s) : 1. M/s Divya Himachal Prakashan Pvt. Ltd., Head Office at Kangra-Pathankot Marg, Mataur, Tehsil and District Kangra, H.P. through its Chairman-cum-Managing Director.

2. M/s Samarpan Printers, Kangra-Pathankot Marg, Purana Mataur, Tehsil and District Kangra, H.P. through its Partners/Proprietors.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 148/2019

Present:—

Applicant : Sh. Ravinder Aggarwal, Ld. AR.

Respondent(s) : Sh. Mukul Vaid, Ld. Adv. Vice.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

Vide separate statement of petitioner recorded on 23-2-2026 wherein he has submitted that in view of fresh reference made by the appropriate Government he wants to withdraw the present claim/reference *i.e.* Reference No.148/2019. Therefore in view of the above statement of the petitioner, the above mentioned reference is dismissed as withdrawn. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 14-03-2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Rajeev Mehrotra s/o Sh. Mohan Lal, c/o Sh. Rakesh Sharma, Ward No.9, Near Geeta Bhawan, Nagar Parishad, Santokhgarh, Tehsil Una, District Una, H.P.

Respondent(s) : 1. The Managing Director, HPGIC Himrus Bhawan, Near Him Land Hotel Shimla-171002.

2. The Manager/Incharge, Desi Sarab Karkhana, Mehatpur, District Una, H.P.

3. M/s Ashish Associates c/o M/s County Liquor Bottling Plant, Plot No.5 & 5A, Industrial Area Mehatpur, Tehsil & District Una, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 57/2023

Present:—

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondents No.1 and 2 : Sh. Vipul Bhardwaj, Ld. Adv.

Respondent No. 3 : Ms. Ritu Bala, Ld. Adv. Vice

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

Statement of learned Authorized Representative for petitioner was recorded on 02-3-2026 wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the reference, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the reference/direct claim is dismissed as withdrawn. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 14-03-2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Yashpal s/o Sh. Ravinder Kumar, c/o Sh. Rakesh Sharma, Ward No.9, Near Geeta Bhawan, Nagar Parishad, Santokhgarh, Tehsil Una, District Una, H.P.

Respondent(s) : 1. The Managing Director, HPGIC Himrus Bhawan, Near Him Land Hotel Shimla-171002.

2. The Manager/Incharge, Desi Sarab Karkhana, Mehatpur, District Una, H.P.

3. M/s Ashish Associates c/o M/s County Liquor Bottling Plant, Plot No.5 & 5A, Industrial Area Mehatpur, Tehsil & District Una, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 58/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel.

Respondents No.1 and 2 : Sh. Vipul Bhardwaj, Ld. Adv.

Respondent No.3 : Ms. Ritu Bala, Ld. Adv. Vice.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

Statement of learned Authorized Representative for petitioner was recorded on 02.3.2026 wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the reference, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the reference/direct claim is dismissed as withdrawn. The reference is answered in aforesaid terms. A copy of this Award be sent to

the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 14.03.2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Satish s/o Sh. Ram Asra, c/o Sh. Rakesh Sharma, Ward No.9, Near Geeta Bhawan, Nagar Parishad, Santokhgarh, Tehsil Una, District Una, H.P.

Respondent(s) : 1. The Managing Director, HPGIC Himrus Bhawan, Near Him Land Hotel Shimla-171002.

2. The Manager/Incharge, Desi Sarab Karkhana, Mehatpur, District Una, H.P.

3. M/s Ashish Associates c/o M/s County Liquor Bottling Plant, Plot No.5 & 5A, Industrial Area Mehatpur, Tehsil & District Una, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 59/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondents No.1 and 2 : Sh. Vipul Bhardwaj, Ld. Adv.

Respondent No. 3 : Ms. Ritu Bala, Ld. Adv. Vice.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

Statement of learned Authorized Representative for petitioner was recorded on 02-3-2026 wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the reference, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the reference/direct claim is dismissed as withdrawn. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 14-03-2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

- Applicant : Sh. Rakesh Kumar s/o Sh. Ranvir Singh, c/o Sh. Rakesh Sharma, Ward No.9, Near Geeta Bhawan, Nagar Parishad, Santokhgarh, Tehsil Una, District Una, H.P.
- Respondent(s) : 1. The Managing Director, HPGIC Himrus Bhawan, Near Him Land Hotel Shimla-171002.
2. The Manager/Incharge, Desi Sarab Karkhana, Mehatpur, District Una, H.P.
3. M/s Ashish Associates c/o M/s County Liquor Bottling Plant, Plot No.5 & 5A, Industrial Area Mehatpur, Tehsil & District Una, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 60/2023

Present:-

- Applicant : Sh. Mukul Vaid, Ld. Vice Counsel
- Respondents No.1 and 2 : Sh. Vipul Bhardwaj, Ld. Adv.
- Respondent No. 3 : Ms. Ritu Bala, Ld. Adv. Vice.

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

Statement of learned Authorized Representative for petitioner was recorded on 02.3.2026 wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the reference, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the reference/direct claim is dismissed as withdrawn. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 14-03-2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

- Applicant : Sh. Harpal Singh s/o Sh. Arjun Dass, c/o Sh. Rakesh Sharma, Ward No.9, Near Geeta Bhawan, Nagar Parishad, Santokhgarh, Tehsil Una, District Una, H.P.
- Respondent(s) : 1. The Managing Director, HPGIC Himrus Bhawan, Near Him Land Hotel Shimla-171002.
2. The Manager/Incharge, Desi Sarab Karkhana, Mehatpur, District Una, H.P.
3. M/s Ashish Associates c/o M/s County Liquor Bottling Plant, Plot No.5 & 5A, Industrial Area Mehatpur, Tehsil & District Una, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 62/2023

Present:-

Applicant	: Sh. Mukul Vaid, Ld. Vice Counsel
Respondents No.1 and 2	: Sh. Vipul Bhardwaj, Ld. Adv.
Respondent No. 3	: Ms. Ritu Bala, Ld. Adv. Vice

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

Statement of learned Authorized Representative for petitioner was recorded on 02-3-2026 wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the reference, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the reference/direct claim is dismissed as withdrawn. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 14-03-2026

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant	: Sh. Rakesh s/o Sh. Kartar Chand, c/o Sh. Rakesh Sharma, Ward No.9, Near Geeta Bhawan, Nagar Parishad, Santokhgarh, Tehsil Una, District Una, H.P.
Respondent(s)	: 1. The Managing Director, HPGIC Himrus Bhawan, Near Him Land Hotel Shimla-171002.
	2. The Manager/Incharge, Desi Sarab Karkhana, Mehatpur, District Una, H.P.
	3. M/s Ashish Associates c/o M/s County Liquor Bottling Plant, Plot No.5 & 5A, Industrial Area Mehatpur, Tehsil & District Una, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 64/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondents No.1 and 2 : Sh. Vipul Bhardwaj, Ld. Adv.

Respondent No. 3 : Ms. Ritu Bala, Ld. Adv. Vice

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

Statement of learned Authorized Representative for petitioner was recorded on 02-3-2026 wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the reference, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the reference/direct claim is dismissed as withdrawn. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 14-03-2026

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Gulam Mohd. s/o Sh. Baksh Deen, r/o Village Diulera, P.O. Ganed, Tehsil Churah, District Chamba, H.P.

Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.

2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through

its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.

3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala

: 34/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondent No.1 : Sh. Manoj Kumar, Ld. Vice Counsel

Respondent No. 3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 14-03-2026

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Rajesh Singh s/o Sh. Chaman Singh, r/o Village Bagori, P.O. Kiani, Tehsil and District Chamba, H.P.

- Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 30/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondent No.1 : Sh. Manoj Kumar, Ld. Vice Counsel

Respondent No. 3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 14-03-2026

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

- Applicant : Sh. Sunil Kumar s/o Sh. Bhagat Ram, r/o Village Dhar, P.O. Singadhar, Tehsil Salooni, District Chamba, H.P.
- Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 32/2023

Present:-

- Applicant : Sh. Mukul Vaid, Ld. Vice Counsel
- Respondent No. 1 : Sh. Manoj Kumar, Ld. Vice Counsel
- Respondent No. 3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 14-03-2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

- Applicant : Sh. Tek Chand s/o Sh. Singh Ram, r/o Village Sundrota, Tehsil Churah, District Chamba, H.P.
- Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 27/2023

Present:-

- Applicant : Sh. Mukul Vaid, Ld. Vice Counsel
- Respondent No.1 : Sh. Manoj Kumar, Ld. Vice Counsel
- Respondent No.3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 14-03-2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-*cum*-Industrial Tribunal, Dharamshala under Section 19 of the
Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Happy Sharma s/o Sh. Trilok Nath, r/o Village Kupahara, P.O. Sach, Tehsil and District Chamba, H.P.

Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.

2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.

3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-*cum*-Industrial
Tribunal, Dharamshala : 26/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondent No.1 : Sh. Manoj Kumar, Ld. Vice Counsel

Respondent No. 3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is

dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 14-03-2026

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

- Applicant : Sh. Basant Singh s/o Sh. Nek Chand, r/o Village Udei P.O. Jhulada, Tehsil and District Chamba, H.P.
- Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 41/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondent No.1 : Sh. Manoj Kumar, Ld. Vice Counsel

Respondent No. 3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 14-03-2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the
Legal Services Authorities Act, 1987 (Central Act)]

- Applicant : Sh. Sandeep Kumar s/o Shri Shakti Prasad, r/o Village Shalimar, P.O. Rajpura, Tehsil and District Chamba, H.p.
- Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala : 37/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondent No. 1 : Sh. Manoj Kumar, Ld. Vice Counsel

Respondent No. 3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 14-03-2026

**BEFORE THE NATIONAL LOK ADALAT
HELD AT DHARAMSHALA**

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Avnesh Kumar s/o Sh. Hem Raj, r/o Village Gatiyanu, P.O. Kiani, Tehsil and District Chamba, H.P.

Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.

2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.

3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala

: 38/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel
 Respondent No.1 : Sh. Manoj Kumar, Ld. Vice Counsel
 Respondent No. 3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 14-03-2026

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Rohit Kumar s/o Sh. Hem Singh, r/o Village and PO Barour, Tehsil and District Chamba, H.P.
 Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
 2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.

3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala

: 29/2023

Present:-

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondent No.1 : Sh. Manoj Kumar, Ld. Vice Counsel

Respondent No. 3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:
Date: 14-03-2026

BEFORE THE NATIONAL LOK ADALAT HELD AT DHARAMSHALA

[Organized by Labour Court-cum-Industrial Tribunal, Dharamshala under Section 19 of the Legal Services Authorities Act, 1987 (Central Act)]

Applicant : Sh. Sachin s/o Sh. Sarnu, r/o Village Tipri, P.O. Sarahan, Tehsil and District Chamba, H.P.

- Respondent(s) : 1. The Principal, Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
2. General Manager/Chairman, Datar Security Service Group 201, Second Floor, Bhikaji Cama Place, Bhawan-II, New Delhi through its Officer-in-Charge at Pt. Jawahar Lal Nehru Govt. Medical College and Hospital Chamba, District Chamba, H.P.
3. The Director, KSES (formally IL&FS) Human Resources Ltd. Salah, Near Petrol Pump Sundernagar, P.O. Sundernagar, District Mandi, H.P.

Number of proceedings of the
Labour Court-cum-Industrial
Tribunal, Dharamshala
Present:-

: 28/2023

Applicant : Sh. Mukul Vaid, Ld. Vice Counsel

Respondent No.1 : Sh. Manoj Kumar, Ld. Vice Counsel

Respondent No. 3 : Sh. Ashwani Kumar, Ld. Vice Counsel

AWARD

The dispute between the parties having been referred for determination to the National Lok Adalat and the parties having compromised/settled the case/matter, the following award is passed in terms of the settlement:—

The statement of learned Counsel for petitioner was recorded on 11-3-2026 at Chamba wherein he has submitted that the petitioner do not want to pursue with the present reference and want to withdraw the same. According to him the petitioner does not want to continue with the claim petition/direct claim, hence he wants to withdraw the same as per instructions of the petitioner. Therefore in view of the above statement the claim petition is dismissed as withdrawn. The Direct claim is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

The parties are informed that the Court fee, if any, paid by any of them shall be refunded.

Member
(Smt. Anu Bala)

Judicial Officer
(Parveen Chauhan)

Announced:

Date: 14-03-2026

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 149/2019

Date of Institution : 02-12-2019

Date of Decision : 16-03-2026

Shri Ashu Kumar s/o Sh. Sohan Lal, r/o Vill. Chhoti Halder, Near Floor Mil, P.O. & Tehsil & District Kangra, H.P. ..Petitioner.

Versus

The Management of M/S Divya Himachal Prakashan Pvt. Ltd. through its CMD Head Office at Kangra Pathankot Marg, Old Matour Tehsil & Distt. Kangra, H.P. ..Respondent.

**Reference under Section 17 (1) of the
Working Journalist & Other Newspaper Employees and Miscellaneous Provisions Act, 1955**

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR

For Respondent : Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority.

“Whether the claim submitted by Sh. Ashu Kumar s/o Sh. Sohan Lal, r/o Vill. Chhoti Halder, Near Floor Mil, P.O. & Tehsil & District Kangra H.P. under Section 17(1) of Working Journalists and Other News Paper Employees (Conditions to Service) and Miscellaneous Provisions Act, 1955 amounting Rs. 17,09,660.00 is legal and justified. If not what amount of benefit of claim the above worker is entitled to from the above employer?”

2. An application has been moved on behalf of the applicant/claimant to withdraw the present reference pending before this Court and to file fresh claim according to notification of the Secretary (Labour & Employment) to the Government of Himachal Pradesh dated 02.03.2026. It is submitted in the application that on his application dated 04.09.2025 the Ld. Secretary (Labour & Employment) to the Government of Himachal Pradesh vide notification No. LEP-A003/5/2026-LEP, dated 02.03.2026 the reference notification No. LO/DSL/IVLL/ WJA/16/2019-776-781, dated 02/23.11.2019 made by the appropriate authority specified in terms of Section 17(1) of the Working Journalists and other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 has been withdrawn and a proper and valid reference has been made for adjudication before this Court in terms of Section 17(2) of the Act, 1955. The State Government vide notification dated 02.03.2026 has withdrawn the defective as well as ultra virus notification No. LO/DSL/IVLL/WJA/16/2019-776-781, dated 02/23.11.2019 and has now made a proper reference in terms of Section 17(2) of the Act. The applicant/claimant now prays that in consideration of the notification dated 02.03.2026 a proper and valid reference issued by the State Government in terms of Section 17(2) of the Act, 1955 the present reference No. 149/2019 has been dismissed as withdrawn by the petitioner. The statement of learned Authorised Representative for the petitioner is recorded to the effect. In view of the application, revised notification/reference the present reference No. 149/2019 has become infructuous.

3. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 16th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala (H.P.).

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)**

Reference No. : 146/2019
Date of Institution : 02-12-2019
Date of Decision : 16-03-2026

Shri Yash Paul Singh s/o Late Sh. Madan Lal, r/o Vill. & P.O. Durgella, Tehsil Shahpur,
District Kangra, H.P. *..Petitioner.*

Versus

The Management of M/S Divya Himachal Prakashan Pvt. Ltd. through its CMD Head
Office at Kangra Pathankot Marg, Old Matour Tehsil & Distt. Kangra, H.P. *..Respondent.*

**Reference under Section 17 (1) of the
Working Journalist & Other Newspaper Employees and Miscellaneous Provisions Act, 1955**

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR
For Respondent : Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority.

“Whether the claim submitted by Sh. Yash Paul Singh s/o Late Sh. Madan Lal, r/o V.P.O. Durgella, Tehsil Shahpur, District Kangra H.P. under Section 17(1) of Working Journalists and Other News Paper Employees (Conditions to Service) and Miscellaneous Provisions Act, 1955 amounting Rs. 40,90,168.00 is legal and justified. If not what amount of benefit of claim the above worker is entitled to from the above employer?”

2. An application has been moved on behalf of the applicant/claimant to withdraw the present reference pending before this Court and to file fresh claim according to notification of the Secretary (Labour & Employment) to the Government of Himachal Pradesh dated 02-03-2026. It is submitted in the application that on his application dated 04.09.2025 the Ld. Secretary (Labour & Employment) to the Government of Himachal Pradesh *vide* notification No. LEP-A003/11/2026-LEP, dated 02-03-2026 the reference notification No. LO/DSL/IVLL/ WJA/15/2019-764-769,

dated 02/23-11-2019 made by the appropriate authority specified in terms of Section 17(1) of the Working Journalists and other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 has been withdrawn and a proper and valid reference has been made for adjudication before this Court in terms of Section 17(2) of the Act, 1955. The State Government *vide* notification dated 02.03.2026 has withdrawn the defective as well as ultra virus notification No. LO/DSL/IVLL/WJA/15/2019-764-769, dated 02/23.11.2019 and has now made a proper reference in terms of Section 17(2) of the Act. The applicant/claimant now prays that in consideration of the notification dated 02.03.2026 a proper and valid reference issued by the State Government in terms of Section 17(2) of the Act, 1955 the present reference No. 146/2019 has been dismissed as withdrawn by the petitioner. The statement of the petitioner is recorded to the effect. In view of the application, revised notification/reference the present reference No. 146/2019 has become infructuous.

3. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 16th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala (H.P.).

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No.	: 152/2019
Date of Institution	: 02-12-2019
Date of Decision	: 16-03-2026

Shri Rahul Choudhary s/o Sh. Raj Kumar, r/o Vill. & P.O. Matour, Tehsil & District Kangra, H.P. *..Petitioner.*

Versus

The Management of M/S Divya Himachal Prakashan Pvt. Ltd. through its CMD Head Office at Kangra Pathankot Marg, Old Matour Tehsil & Distt. Kangra, H.P. *..Respondent.*

**Reference under Section 17 (1) of the
Working Journalist & Other Newspaper Employees and Miscellaneous Provisions Act, 1955**

For the Petitioner	: Sh. Ravinder Aggarwal, Ld. AR
For Respondent	: Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority.

“Whether the claim submitted by Sh. Rahul Choudhary s/o Sh. Raj Kumar, r/o V.P.O. Matour, Tehsil & District Kangra H.P. under Section 17(1) of Working Journalists and Other News Paper Employees (Conditions to Service) and Miscellaneous Provisions Act, 1955 amounting Rs. 42,25,869.00 is legal and justified. If not what amount of benefit of claim the above worker is entitled to from the above employer?”

2. An application has been moved on behalf of the applicant/claimant to withdraw the present reference pending before this Court and to file fresh claim according to notification of the Secretary (Labour & Employment) to the Government of Himachal Pradesh dated 02.03.2026. It is submitted in the application that on his application dated 04.09.2025 the Ld. Secretary (Labour & Employment) to the Government of Himachal Pradesh *vide* notification No. LEP-A003//2026-LEP, dated 02.03.2026 the reference notification No. LO/DSL/IVLL/ WJA/13/2019-758-763, dated 02/23.11.2019 made by the appropriate authority specified in terms of Section 17(1) of the Working Journalists and other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 has been withdrawn and a proper and valid reference has been made for adjudication before this Court in terms of Section 17(2) of the Act, 1955. The State Government *vide* notification dated 02.03.2026 has withdrawn the defective as well as ultra virus notification No. LO/DSL/IVLL/WJA/15/2019-764-769, dated 02/23.11.2019 and has now made a proper reference in terms of Section 17(2) of the Act. The applicant/claimant now prays that in consideration of the notification dated 02.03.2026 a proper and valid reference issued by the State Government in terms of Section 17(2) of the Act, 1955 the present reference No. 152/2019 has been dismissed as withdrawn by the petitioner. The statement of learned Authorised Representative for the petitioner is recorded to the effect. In view of the application, revised notification/reference the present reference No. 152/2019 has become infructuous.

3. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 16th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala (H.P.).

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No.	: 04/2020
Date of Institution	: 21-01-2020
Date of Decision	: 16-03-2026

Shri Onkar Singh/o Sh. Labhu Ram, r/o Vill. Badai, P.O. Sunchar, Tehsil Nagrota Bagwan, District Kangra, H.P. ..Petitioner.

Versus

1. The Management of M/S Divya Himachal Prakashan Pvt. Ltd. through its CMD Head Office at Kangra Pathankot Marg, Old Matour Tehsil & Distt. Kangra, H.P.

2. C.M.D. M/S Samarpan Printers Through its Proprietors/ Partners Head Office at Kangra-Pathankot Marg, Old matour Tehsil & Distt. Kangra H.P. ..Respondents.

**Reference under Section 17 (1) of the
Working Journalist & Other Newspaper Employees and Miscellaneous Provisions Act, 1955**

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR

For Respondents. : Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority.

“Whether the claim submitted by Sh. Onkar Singh s/o Sh. Labhu Ram, r/o Vill. Badai, P.O. Sunchar, Tehsil Nagrota Bagwan, District Kangra H.P. under Section 17(1) of Working Journalists and Other News Paper Employees (Conditions to Service) and Miscellaneous Provisions Act, 1955 amounting Rs. 45,70,662.00 is legal and justified. If not what amount of benefit of claim the above worker is entitled to from the above employer?”

2. An application has been moved on behalf of the applicant/claimant to withdraw the present reference pending before this Court and to file fresh claim according to notification of the Secretary (Labour & Employment) to the Government of Himachal Pradesh dated 02.03.2026. It is submitted in the application that on his application dated 04.09.2025 the Ld. Secretary (Labour & Employment) to the Government of Himachal Pradesh vide notification No. LEP-A003/8/2026-LEP, dated 02.03.2026 the reference notification No. LO/DSL/IVLL/ WJA/23/2019-995-1002, dated 11.11.2019/13.01.2020 made by the appropriate authority specified in terms of Section 17(1) of the Working Journalists and other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 has been withdrawn and a proper and valid reference has been made for adjudication before this Court in terms of Section 17(2) of the Act, 1955. The State Government vide notification dated 02.03.2026 has withdrawn the defective as well as ultra virus notification No. LO/DSL/IV LL/WJA/22/2019-995-1002, dated 11.11.2019/ 13.01.2020 and has now made a proper reference in terms of Section 17(2) of the Act. The applicant/claimant now prays that in consideration of the notification dated 02.03.2026 a proper and valid reference issued by the State Government in terms of Section 17(2) of the Act, 1955 the present reference No. 04/2020 has been dismissed as withdrawn by the petitioner. The statement of the petitioner is recorded to the effect. In view of the application, revised notification/reference the present reference No. 04/2020 has become infructuous.

3. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 16th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala (H.P.).

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)**

Reference No. : 151/2019
Date of Institution : 02-12-2019
Date of Decision : 16-03-2026

Shri Raghuvinder Singh s/o Sh. Hoshiar Singh, r/o Vill. Paloti, P.O. Bane Di Hatti, Tehsil
Dehra, District Kangra, H.P. *..Petitioner.*

Versus

The Management of M/S Divya Himachal Prakashan Pvt. Ltd. through its CMD Head
Office at Kangra Pathankot Marg, Old Matour Tehsil & Distt. Kangra, H.P. *..Respondent.*

**Reference under Section 17 (1) of the
Working Journalist & Other Newspaper Employees and Miscellaneous Provisions Act, 1955**

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR
For Respondent : Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority.

“Whether the claim submitted by Sh. Raghuvinder Singh s/o Sh. Hoshiar Singh, r/o Vill. Paloti, P.O. Bane Di Hatti, Tehsil Dehra, District Kangra H.P. under Section 17(1) of Working Journalists and Other News Paper Employees (Conditions to Service) and Miscellaneous Provisions Act, 1955 amounting Rs. 40,91,787.00 is legal and justified. If not what amount of benefit of claim the above worker is entitled to from the above employer?”

2. An application has been moved on behalf of the applicant/claimant to withdraw the present reference pending before this Court and to file fresh claim according to notification of the Secretary (Labour & Employment) to the Government of Himachal Pradesh dated 02.03.2026. It is submitted in the application that on his application dated 04.09.2025 the Ld. Secretary (Labour & Employment) to the Government of Himachal Pradesh *vide* notification No. LEP-A003/7/2026-LEP, dated 02.03.2026 the reference notification No. LO/DSL/IVLL/ WJA/16/2019-770-775, dated

02/23.11.2019 made by the appropriate authority specified in terms of Section 17(1) of the Working Journalists and other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 has been withdrawn and a proper and valid reference has been made for adjudication before this Court in terms of Section 17(2) of the Act, 1955. The State Government *vide* notification dated 02.03.2026 has withdrawn the defective as well as ultra virus notification No. LO/DSL/IVLL/WJA/14/2019-770-775, dated 02/23.11.2019 and has now made a proper reference in terms of Section 17(2) of the Act. The applicant/claimant now prays that in consideration of the notification dated 02.03.2026 a proper and valid reference issued by the State Government in terms of Section 17(2) of the Act, 1955 the present reference No. 151/2019 has been dismissed as withdrawn by the petitioner. The statement of learned Authorised Representative for the petitioner is recorded to the effect. In view of the application, revised notification/reference the present reference No. 151/2019 has become infructuous.

3. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 16th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala (H.P.).

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)**

Reference No. : 03/2020

Date of Institution : 21-01-2020

Date of Decision : 1-03-2026

Shri Lekh Raj s/o Sh. Roshan Lal, r/o V.P.O. Dadh, Tehsil Palampur, District Kangra, H.P.
..Petitioner.

Versus

The Management of M/S Divya Himachal Prakashan Pvt. Ltd. through its CMD Head Office at Kangra Pathankot Marg, Old Matour Tehsil & Distt. Kangra, H.P.
..Respondent.

**Reference under Section 17 (1) of the
Working Journalist & Other Newspaper Employees and Miscellaneous Provisions Act, 1955**

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR

For Respondent : Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority.

“Whether the claim submitted by Sh. Lekh Raj s/o Sh. Roshan Lal, r/o V.P.O. Dadh, Tehsil Palampur, District Kangra H.P. under Section 17(1) of Working Journalists and Other News Paper Employees (Conditions to Service) and Miscellaneous Provisions Act, 1955 amounting Rs. 37,32,439.00 is legal and justified. If not what amount of benefit of claim the above worker is entitled to from the above employer?”

2. An application has been moved on behalf of the applicant/claimant to withdraw the present reference pending before this Court and to file fresh claim according to notification of the Secretary (Labour & Employment) to the Government of Himachal Pradesh dated 02-03-2026. It is submitted in the application that on his application dated 04-09-2025 the Ld. Secretary (Labour & Employment) to the Government of Himachal Pradesh *vide* notification No. LEP-A003/3/2026-LEP, dated 02-03-2026 the reference notification No. LO/DSL/IVLL/ WJA/22/2019-996-1002, dated 11.11.2019/13.01.2020 made by the appropriate authority specified in terms of Section 17(1) of the Working Journalists and other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 has been withdrawn and a proper and valid reference has been made for adjudication before this Court in terms of Section 17(2) of the Act, 1955. The State Government *vide* notification dated 02.03.2026 has withdrawn the defective as well as ultra virus notification No. LO/DSL/IV LL/WJA/22/2019-996-1002, dated 11.11.2019/ 13.01.2020 and has now made a proper reference in terms of Section 17(2) of the Act. The applicant/claimant now prays that in consideration of the notification dated 02.03.2026 a proper and valid reference issued by the State Government in terms of Section 17(2) of the Act, 1955 the present reference No. 03/2020 has been dismissed as withdrawn by the petitioner. The statement of the petitioner is recorded to the effect. In view of the application, revised notification/reference the present reference No. 03/2020 has become infructuous.

3. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 16th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala (H.P.).

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)**

Ref. No. :87/2023

Date of Institution

:12-9-2023

Date of Decision : 20-3-2026

Shri Saifu s/o Shri Yakub, r/o Village Sadai, P.O. Khundel, Development Block Mehla,
Tehsil & District Chamba, H.P. ..Petitioner.

Versus

The Assistant General Manager, M/s Batot Hydro Power Project Ltd., Village Sadai, P.O. Khundel, Tehsil & District Chamba, H.P. ..Respondent.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the petitioner : Sh. O.P. Bhardwaj, Ld. Adv.

For the respondent : Sh. Rajinder Guleria, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

“Whether the termination of services of Shri Saifu S/O Shri Yakub, R/O Village Sadai, P.O. Khundel, Development Block Mehla, Tehsil & District Chamba, H.P. by the Assistant General Manager, M/S Batot Hydro Power Limited, Village Sadai, P.O. Khundel, Tehsil & District Chamba, H.P. *w.e.f.* 30-07-2018, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, compensation and past service benefits the above worker is entitled to from the above employer?”

2. The brief facts as stated in the claim petition are that the petitioner was initially engaged as Helper/USW on muster roll daily wage basis on 3.7.2013 with the respondent and he worked with respondent company till September, 2018. It is asserted that in the month of September, 2018 petitioner had received salary of Rs. 6300/- per month from the respondent company however services of petitioner were terminated orally by the respondent. It is asserted that petitioner is a poor man and he has no source of income. That after termination of the services of petitioner he had approached the respondent time and again as well as made several requests but respondent had not paid any heed for the same. The petitioner had continuously worked and his services were orally terminated by the respondent company without issuing any one month's notice in writing indicating the reason for termination. No retrenchment compensation was paid to the petitioner/workman at the time of his illegal termination. It is alleged that the respondent had not complied with the provisions of Sections 25 Clause F of the Industrial Disputes Act, 1947. It is asserted that after termination of the services of petitioner new workmen from time to time were re-engaged by the respondent company as sufficient work was available with the respondent establishment/company. It is alleged that at the time of termination of the services of petitioner persons junior to petitioner were retained in service continuously without any breaks and they had been regularized. The action of the respondent company to retrench the petitioner as well as retained junior totally violated the principle of 'Last come First go' as envisaged under Section 25 Clause G of the Industrial Disputes Act, 1947. It is alleged that the persons whose services were illegally terminated by respondent company along-with petitioner were re-engaged by the respondent company without giving any opportunity for re-employment and preference was given to other persons and those junior to the petitioner. It is alleged that the act and conduct of the respondent company was illegal and highly unjustified and same was against the provisions of Section 25 Clause H of the Industrial Disputes Act, 1947. It is alleged that petitioner was terminated orally without following the mandatory provisions of Sections 25-F and 25-G of the Industrial Disputes Act, 1947. It is asserted that petitioner had worked with the respondent company since 3rd July, 2013 on muster roll daily wages helper/USW whereas the workers who

were junior to the petitioner retained continuously by the respondent and are still working with the respondent company. It is asserted that petitioner was never charge-sheeted for any act of indiscipline, negligence of work or misconduct and worked with full devotion. Neither the charge-sheet was served upon the petitioner nor any enquiry was conducted against the petitioner by the respondent company. It is asserted that petitioner was unemployed from the date of his illegal termination *i.e.* September, 2018 till date and nowhere gainfully employed since then and as such petitioner is entitled for back wages. Moreover the respondent company had taken away the petitioner's right to livelihood and fundamental rights as enshrined under Article 21 of the Constitution of India. It is asserted that before engaging the petitioner/workman the respondent company executed agreement with the father of petitioner wherein respondents undertook to provide job to the family of land owner for a period of 40 years *i.e.* to the petitioner/workman as the land of petitioner's father was given for construction of the project. It is asserted that respondent had taken land measuring 22-00-00 bighas from the father of petitioner and despite the agreement the respondent had terminated the services of petitioner with malafide intention just to harass him. In view of the above submissions the respondent company had violated the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 as well as infringed the fundamental rights *i.e.* Articles 14, 16 and 21 of Constitution of India. Moreover the action of the respondent company was malafide, arbitrary, unconstitutional, illegal, highly unjustified and against the principle of natural justice which amounts to unfair labour practice. It is prayed that the oral order of termination/retrenchment of the services of petitioner passed by the respondent company from September, 2018 may be set aside. It is also prayed that the respondent company may be directed to reinstate the services of petitioner *w.e.f.* September, 2018 along-with seniority including continuity of service as the petitioner was unemployed since the date of his illegal termination/retrenchment and to pay full back wages. The respondent may be directed to re-engage the petitioner on muster roll basis.

3. In reply to the claim petition preliminary objections qua maintainability, locus standi and estoppel have been raised. On merits, it is submitted that petitioner was appointed as helper in the respondent organization *w.e.f.* 1.7.2013. It is denied that the petitioner had worked continuously with respondent establishment/company till September, 2018. It is submitted that petitioner himself had resigned from service of the company/project on 30.7.2018 due to his domestic problem. It is asserted that on 30.7.2018 petitioner moved an application at his own sweet will and resigned from service of the project and requested the project to settle his full and final payment *i.e.* EPF etc. It is asserted that petitioner was appointed on basic salary of Rs.4500/- per month. It is denied that the services of petitioner were orally terminated in the month of September, 2018. It is denied that persons whose services were illegally terminated by the respondent establishment/company along-with petitioner were re-engaged by respondent company. It is mentioned that the respondent did not terminate any one illegally. It is also denied that the services of petitioner were orally terminated without following the mandatory provisions of Sections 25-F, 25-G of the Industrial Disputes Act, 1947. Since the petitioner himself resigned from service his services were not retrenched or terminated by the respondent therefore question of violation of Sections 25-G and 2-H of the Industrial Disputes Act did not arise at all. It is asserted that as per agreement executed with the father of petitioner with regard to providing job to the family member of land owner respondent company had provided job to the petitioner. It is denied that the respondent had taken land measuring 22-00-00 Bighas from the father of petitioner as it was taken from all the co-sharers/co-owners and it is also denied that despite the agreement respondent had terminated the services of petitioner with malafide intention just to harass him. It is therefore prayed that claim petition is false and frivolous and was filed just to harass the respondent and the same may be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were illegally terminated by the respondent *w.e.f.* 30-7-2018 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged? ..*OPP.*
2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, compensation and past service benefits as claimed? ..*OPP.*
3. Whether the claim petition is not maintainable, as alleged? ..*OPR.*
4. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? ..*OPR.*
5. Whether the petitioner has no locus standi to file the present claim petition? ..*OPR.*
6. Whether the petitioner is estopped by his act and conduct to file the claim, as alleged? ..*OPR.*
7. Relief.
6. The petitioner in order to prove his case examined himself as PW1 by way of affidavit Ext. PW1/A.

7. Respondent on the other hand has examined Shri Vinay Kalra, Manager Batot Hydro Project Ltd. as RW1 by way of his affidavit Ext. RW1/A. He has also produced on record the documents *i.e.* copy of resignation letter Ext. RW1/B, copy of relieving letter Ext. RW1/C, copy of acceptance of resignation Ext. RW1/D, copy of application regarding correction of name Ext. D3, copy of EPF full and final settlement Ext. RW1/E, copy of gratuity cheque Ext. D4, copy of EPF withdrawal form Ext. D5, copy of notice dated 12.4.2021 Ext. D7, copy of reply to notice dated 16.4.2021 Ext. RW1/F, copy of notice dated 5.7.2019 Ext. D6, copy of reply to notice dated 22.7.2019 Ext. RW1/G, copy of submission of record to conciliation officer Ext. RW1/H, copy of appointment letter Ext. RW1/J, copy of demand notice Ext. RW1/K, copy of reply to demand notice dated 8.9.2021 Ext. RW1/L, copy of demand notice dated 4.11.2021 Ext. RW1/M and copy of power of attorney Ext. RW1/N.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. 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	: Decided accordingly
Issue No. 3	: No
Issue No. 4	: No
Issue No. 5	: No
Issue No. 6	: No

Relief.

: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No.1

10. The Petitioner has produced his affidavit wherein he has stated on oath that he was engaged on muster roll on daily wage basis as helper *vide* letter dated 3rd July, 2013 by the respondent and continuously worked till September, 2018. He was receiving salary of Rs.6300/- per month however in September, 2018 his services were orally terminated by the respondents. He has asserted that he is a very poor person having no source of income. He approached the respondent time and again requesting them to re-engage him but respondent did not pay any heed to his request. He has alleged that termination of his services by the respondent with compliance the mandatory provisions of the Industrial Disputes Act, 1947 was violation of the provisions of law. He has also asserted that at the time of his termination persons junior to him have been retained in service and their services have been regularized. He has alleged that his services were discontinued as the respondent do not intend him to receive benefits of continuous service. During his employment with the respondent he was never charge-sheeted for any act of indiscipline, negligence and he worked with full devotion. After his illegal termination he has remained unemployed throughout, hence he is not only entitled for reinstatement but also for the full back wages. He has mentioned that respondent has executed agreement with his father whereby they undertook to provide job for family member for a period of 40 years. He has prayed that the alleged termination may be set aside and he may be reinstated with all consequential benefits. This contention of the petitioner is denied by RW1 Shri Vinay Kalra. He has however admitted that the petitioner was appointed as helper in the organization *w.e.f.* 1.7.2013. According to him the petitioner worked with the respondent establishment/company continuously till September, 2018. However on 30.7.2018 the petitioner resigned from job due to his domestic problem. Petitioner himself without any pressure due to his domestic problem, moved an application to the Project Manager on 30.7.2018 and also requested to Project Manager to settle his full and final payment *i.e.* EPF etc. It is denied by him that the services of petitioner were terminated orally by the respondent. It is also submitted by him that the petitioner not only resigned from his service due to his domestic problem but due to certain event at the workplace leading to law enforcement authority questioning the petitioner. The resignation letter of the petitioner was accepted on 31.7.2018 he was relieved *w.e.f.* 31.7.2018. Subsequently he had also moved an application for withdrawal of his EPF. According to this witness there was an agreement for providing job to the family members which was complied with by the company and false and frivolous claim has been filed by the petitioner.

11. In the instant case the petitioner has asserted that his services were orally terminated. He specifically denied in his cross-examination that on 30.7.2018 he had submitted his resignation due to domestic reason and requested for full and final settlement. RW1 Shri Vinay Kalra has produced on record a copy of resignation Ext. RW1/B, relieving letter Ext. RW1/C and the copy of acceptance of resignation Ext. RW1/D. Petitioner was also confronted with these documents. Petitioner admitted his signatures in red circle Ext. D1 of resignation letter but he stated himself that he was made to sign at hundred places by the respondent and also that he is an illiterate person. No suggestion is made to him that he read and understood the contents of Ext. D1 (Mark-A) and that resignation was conscious decision. The petitioner has denied that he received full and final settlement but admitted that amount might have been deposited in his account but he did not receive in any cash. He admitted that he received EPF amount but denied that he had written an application for withdrawing his EPF. He has submitted that being illiterate he cannot say that he understood the contents of document Ext. D3. He admitted that he received gratuity amount of

Rs.18174/- but denied filling any form for EPF claim Ext. D5. He mentions that his account number has been entered in the above documents by the company. Petitioner has denied that resignation was tendered by him in 2018 as he had applied to work as a contractor for the company in June, 2019. He has denied that the company has declined his offer to work as a contractor regarding which notice Ext. D6 was issued by his father to the company. He has denied consistently that he has resigned from his work due to his personal reasons. Learned Counsel for the petitioner has argued that during January, 2019 petitioner was made to sign on some papers for EPF withdrawal and these were misused by the company. RW1 Shri Vinay Kalra has admitted that petitioner had applied for EPF withdrawal in January, 2019. Shri Vinay Kalra also admitted that there are certain guidelines regarding voluntarily resignation by any employee. The Hon'ble High Court of Punjab and Haryana in **M/s Creative Edge Men's Wear Pvt. Ltd. vs. The Presiding Officer Industrial Tribunal-cum-Labour Court and Anr. in CWP No.17499 of 2018 decided on 23.4.2024** has observed in paras no.8,9,10 and 11 as follows:-

“8. On examination of the pleadings raised in the writ petition, reasons assigned in the impugned award and the arguments addressed by the parties before this Court, conduct of the petitioner Company(Management) does not inspire confidence because for the proving of the resignation letter and its acceptance, no witness has been examined. Worklady seems to be absolutely illiterate. From no stretch of imagination, it can be assumed that she was having perfect knowledge of any language *i.e.* Hindi or English. Thus, there is no question of her knowing the contents of the resignation letter, its acceptance and columns filled in the voucher at the instance of the Management.

9. Pleaded case of the worklady throughout the proceedings is that no resignation letter was ever submitted by her. Plea taken by the Management that the worklady submitted her resignation on 30.07.2009 does not appear to be genuine because after illegal retrenchment on 01.08.2009, demand notice alongwith five copies of it was addressed to the Management (Annexure P-7) without any delay, wherein date of appointment has been pleaded in specific as 30.07.2007 alongwith salary of Rs.4,100/- and back wages have also been demanded from 01.08.2009.

10. Moreover, the documents appended by the Management with the present writ petition as well as led in evidence have not been proved by the Management by producing the required witnesses. Once, a plea of resignation is taken by the Management, it requires to be proved strictly. Thus, being not satisfied with the plea taken in defence by the Management, there is no reason for this Court to doubt the view taken by the learned Labour Court and interfere with its findings. Therefore, this Court maintains that the termination of the services of the worklady is in violation of Section 25-F of the Act of 1947, and hence illegal.

11. However, learned counsel for the Management has further submitted that the reinstatement of the worklady with continuity in service would not be possible because the company itself had closed down much earlier. In this regard, Labour Court also has noticed in paragraph No. 15, the stand of the Management that manufacturing process of the factory at Sonapat has stopped w.e.f April 2010, but in the absence of any documentary evidence, said plea was not accepted. The position of the statement in the absence of any supported document is similar before this Court also. Therefore, the finding recorded by Learned Labour Court in paragraph no. 18 that the management has given a raw deal to the worklady also seems to be a perfect observation”.

12. The careful perusal of alleged resignation letter Ext. RW1/B shows that in the contents name of petitioner is different from the signature on the document. Once the petitioner has pleaded that he is illiterate no effort has been made to produce oral and documentary evidence to prove that

the documents Ext. RW1/B, Ext. RW1/C and Ext. RW1/D were voluntarily signed by petitioner after understanding the nature and contents of the documents. The agreement of employer Ext. RW1/J Clause 15 clearly provides for a notice period but on the basis of Ext. RW1/C the resignation was accepted vide Ext. RW1/D on the very next day by the respondent. Considering the uncontroverted fact that petitioner has asserted himself to be an illiterate person the burden lies on the respondent to establish that document Ext. RW1/B to Ext. RW1/C were executed by petitioner out of his free volition. There is vague mention regarding the reason of resignation, its immediate acceptance by the respondent and payment of dues even without compliance of guidelines regarding one month's notice in Ext. RW1/J raises serious doubt qua genuineness of resignation and fact that resignation was voluntarily made by the petitioner. The notice Ext. D6 of the father of petitioner to the respondent nowhere mentioned that petitioner intended to obtain contract from the respondent and mentioning of this fact in the reply given to such notice is of a no consequence to establish the case of the respondent.

13. The respondent in the present case has not denied that petitioner was not in continuous service with the respondent from 2013 to 2018. Thus the services of petitioner could not have been retrenched/terminated without compliance of Section 25-F of the Industrial Disputes Act, 1947. The resignation alleged to have been given by the petitioner is not proved to be the result of his conscience as petitioner was not aware of such document since he pleaded that his services have been orally terminated. The arguments raised by learned counsel for the petitioner that the alleged resignation has been procured by the respondent cannot be rejected out rightly. As already mentioned above there is no oral and documentary evidence to show that the petitioner intentionally resigned out of his own free volition hence the termination of the petitioner by the respondent without mandatory compliance of the contract agreement and provisions of Industrial Disputes Act, 1947 amounts to retrenchment. The issue no.1 is accordingly decided in the favour of the petitioner.

Issue No. 2

14. In the present case the alleged termination of the petitioner took place in July, 2018. The legal notice which has been issued by the petitioner to the respondent is after gap of almost three years from the date of his termination. It has been submitted by the learned counsel for the petitioner that petitioner was time and again requesting the respondent to re-engage him however there is no separate oral and documentary evidence to corroborate this contention of the petitioner. It also appears that the petitioner had received his deposits from the respondent company and after delay of three years approached with the demand notice. In these circumstances the petitioner is held entitled for the reinstatement with the respondent company on the similar post as on the date of his alleged termination along-with 50% of the back wages from the date of his termination along-with seniority and continuity of service. Hence this issue is decided accordingly.

Issues No. 3,4,5 and 6

15. The onus of proving these issues was on the respondent. The respondent has tried to bring on record the documents to prove that resignation had been submitted by petitioner however said documents are doubtful. It is not proved by separate oral and documentary evidence that petitioner had put his signature over these documents after understanding the contents of these documents and the resignation was out of his free will. Thus issues no.3 to 6 are decided in the favour of the petitioner.

RELIEF

16. In view of my discussion on the issues no. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for the reinstatement with the respondent

company on the similar post as on the date of his alleged termination along-with 50% of the back wages from the date of his termination along-with seniority and continuity of service. Parties are left to bear their costs.

17. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 20th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Ref. No. : 82/2017 Date of Institution : 28-3-2017 Date of Decision : 23-3-2026

Shri Kamal Kishore s/o Shri Bajiru Ram, r/o Village Lanzera, P.O. Awan, Tehsil Bhatiyat, District Chamba, H.P. *..Petitioner.*

Versus

1. The Managing Director, M/s Shakti Hydro Electric Company Pvt. Ltd., Regd. Office D-III, Defence Colony, New Delhi-110024.

2. The Occupier, M/s Shakti Hydro Electric Company Pvt. Ltd., r/o Village Kahri, P.O. Awan, Tehsil Bhatiyat, District Chamba, H.P. *..Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the petitioner : Sh. O.P. Bhardwaj, Ld. Adv.

For the respondent(s) : Sh. T.C. Sharma, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner.

“Whether the termination of the services of Shri Kamal Kishore S/O Shri Bajiru Ram, R/O Village Lanzera, P.O. Awan, Tehsil Bhatiyat, District Chamba, H.P. by (1) The Managing Director, M/s Shakti Hydro Electric Company Pvt. Ltd., Regd. Office D-III, Defense Colony, New Delhi-110024. (2) The Occupier, M/s Shakti Hydro Electric Company Pvt. Ltd., R/O Village Kahri, P.O. Awan, Tehsil Bhatiyat, District Chamba, H.P. during

December, 2014 without complying the provisions of the Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what amount of back wages, seniority, past service benefits and amount of compensation the above aggrieved worker is entitled to?"

2. The brief facts as stated in the claim petition are that the petitioner was engaged by the respondents on daily wage basis on 5.12.2013 through appointment letter. It is asserted that the agriculture land of petitioner was purchased by the respondent situated at Mohal Banuni Pargna Hobar Tehsil Bhattiyat, District Chamba, HP for construction of power project at very low price and in lieu of that respondents promised to provide job to one of family member of petitioner in the respondent's project. It is asserted at that time son of petitioner was below 18 years and petitioner was engaged by the respondent as per appointment letter dated 6.12.2013. At the time of engagement of petitioner respondents had undertaken that as soon as the son of petitioner attains the age of 18 years he would be provided job in place of applicant. The petitioner was engaged by respondent *vide* appointment letter dated 6.12.2013 but his services were terminated by the respondent and after termination of the services of petitioner the respondents had not re-engaged the petitioner nor engaged his son. It is asserted that the services of petitioner/workman was orally terminated by the respondents without issuing one month's notice in writing indicating the reason for retrenchment nor any compensation was paid to the petitioner/workman at the time of his illegal termination. It is alleged that there was non compliance of the provisions of Section 25 Clause F of the Industrial Disputes Act, 1947. The respondents did not resort to mandatory provision of Section 25-F of the Industrial Disputes Act, 1947 while disengaging the services of petitioner. It is asserted that the petitioner/workman is very poor and he has no source of income. It is asserted that after oral termination of services of petitioner/workman he approached respondents time and again and respondents had orally assured to re-engage him (petitioner) but they had not paid any heed to the request of the petitioner. Thereafter petitioner had raised dispute before the Labour Officer Chamba, the conciliation proceedings failed and the matter was forwarded to Labour Commissioner Shimla, H.P. and the Labour Commissioner had forwarded the same before this Court for adjudication. It is asserted that after termination of the services of petitioner the respondents re-engaged numbers of new workman from time to time. Moreover sufficient work was available with the respondents. It is asserted that at the time of illegal termination the persons junior to petitioner were retained in services continuously without any breaks and they have been since regularized. The action of the respondents project to retrench the petitioner/workman as well as retained juniors was violative of the principle of 'Last Come First Go' as envisaged under Section 25-G of the Industrial Disputes Act, 1947 and could not be sustained in the eyes of law. It is alleged that the act and conduct of the respondents project was illegal and highly unjustified and same was against the provisions of Section 25 Clause H of the Industrial Disputes Act, 1947. It is asserted that the petitioner was working with the respondents project since 6.12.2013 till December 2014 on daily wage basis and respondents project illegally disengaged the services of petitioner. According to petitioner he never remained close from work since 6.12.2013 to December, 2014 till date. It is asserted that petitioner was never charge-sheeted for any act of indiscipline, negligence of work or misconduct and he worked with full devotion. Neither the charge-sheet was served upon the petitioner nor any enquiry was conducted against the petitioner by the respondents and as such action of respondents project was illegal, highly unjustified and also against the principle of natural justice as well as violative of the Articles 14 and 16 of Constitution of India. The petitioner was unemployed from the date of his illegal termination *i.e.* December, 2014 till date and nowhere gainfully employed since then and as such he is entitled for back wages. It is prayed that the oral order of termination/retrenchment of the services of petitioner passed by the respondents from December, 2014 may be set aside. It is also prayed that the respondents may be directed to reinstate the services of petitioner *w.e.f.* December, 2014 along-with seniority including continuity of service as the petitioner was unemployed since the date of his illegal termination/retrenchment and to pay full back wages.

3. In reply to the claim petition preliminary objections qua maintainability, jurisdiction, cause of action, locus standi, estoppel and petitioner not approaching the court with clean hands have been raised. On merits, it is asserted that petitioner was not appointed by the respondents through any appointment letter dated 5.12.2013. It is asserted that petitioner has sold his land on higher prices to the respondents and earned huge profit by selling the piece of land. It is denied that the respondents promised to provide job to one of family member in the respondents' project. It is also denied that the respondents undertook that as soon as the son of the petitioner attains the age of 18 years he would be provided job in place of applicant. In-fact the petitioner has claimed job in lieu of land. It is asserted that the petitioner was only engaged as casual labourer for two to five days in a month as and when he requested for the same. It is asserted that the provisions of Section 25-F of the Industrial Disputes Act, 1947 are not attracted in this case as well as the provisions of Section 25-H of the Act not applicable in the present case. It is asserted that the workers were appointed as per their qualifications. It is denied that respondents engaged numbers of new workers from time to time after verbal termination of the petitioner. It is asserted that appointment made by respondents was the part of appointing management and new incumbents were appointed as per their qualifications whereas the technical employees were rendering their services. It is denied that petitioner had worked with the respondents' project since 6.12.2013 till December, 2014 on daily wage and was illegally disengaged by the respondents. It is asserted that the respondents had paid all required compensation as per the Act to the petitioner and not violated the fundamental rights under Articles 14 and 16 of the Constitution. In view of the above submission it is prayed that the claim petition is not maintainable and the petitioner is not entitled for any relief as claimed and the application of petitioner may be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:-

1. Whether the termination of services of the petitioner by the respondents during December, 2014 is/was illegal and unjustified, as alleged? ..OPP.
2. If issue no.1 is proved in affirmative to what service benefits the petitioner is entitled to? ..OPP.
3. Whether the claim petition is not maintainable, as alleged? ..OPR.
4. Whether this Court has no jurisdiction to file the present case, as alleged ..OPR.
5. Whether the petitioner has no locus standi and cause of action to file the present case, as alleged? ..OPR.
6. Whether the petitioner is estopped by their act and conduct to file the case, as alleged? ..OPR.
7. Whether the petitioner has not approached the Court with clean hands and suppressed the true and material facts from this Court, as alleged? ..OPR.

Relief.

6. The petitioner in order to prove his case examined himself as PW1 by way of affidavit Ext. PW1/A and also tendered in evidence Ext. PW1/B and Ext. PW1/C. Petitioner has also

examined one Shri Raj Kumar s/o Amar Nath as PW2 by way of affidavit Ext. PW2/A. Learned Counsel for the petitioner has also produced on record copy of report under Section 12(4) of the Industrial Disputes Act, 1947 dated 29.4.2016 Ext. PA and letter dated 6.12.2013 Ext. PB. He has also produced on record copy of jamabandi for the year 2007-08 Ext. PX and closed the evidence of petitioner.

7. Respondent on the other hand has examined Shri Anoop Kumar, Project Manager, M/s Shakti Hydro Electric Company as RW1 by way of his affidavit Ext. RW1/A. He has also produced on record the documents *i.e.* copy of salary record Ext. RW1/B1 to B89, copy of letter dated 8.12.2014 Ext. RW1/C and copy of salary record Ext. RW1/D1 to D4.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. 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	: Decided accordingly
Issue No. 3	: No
Issue No. 4	: No
Issue No. 5	: No
Issue No. 6	: No
Issue No. 7	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. The petitioner in his deposition has stated that he was employed in the project of the respondents on daily wage basis on 5.12.2013 through an appointment letter. The agricultural land of the petitioner was also purchased by the respondents at Mohal Banuni Pargna Hobar Tehsil Bhattiyat, District Chamba, H.P. for construction of the power project allegedly at a low price. The petitioner has submitted that his son was below the age of 18 years at that time and he was given the appointment letter on 6.12.2013. Respondents undertook to provide job to the son of petitioner when he attained the age of 18 years. However when the son attained the age of 18 years the services of petitioner were terminated by the respondents and respondents did not re-engage the petitioner or his son. He alleges that his services were orally terminated without issuing one month's notice without indicating any reason and without payment of retrenchment compensation. Petitioner has submitted that he is a poor person having no source of income and after oral termination of his services, he time and again approached the respondents to re-engage him but respondents did not pay any heed to his request. After his termination respondents have re-engaged number of new workmen and sufficient work was available with the respondents thus respondents have violated the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947.

In support of his case the petitioner has also examined one Shri Raj Kumar s/o Shri Amar Nath who has also stated that petitioner was engaged by the respondents on daily wage basis through appointment letter. The agricultural land of petitioner was purchased on low price and respondents had undertaken to provide employment to the son of the petitioner however they terminated the services of the petitioner orally without any retrenchment compensation or mandatory notice.

11. Respondents in order to prove the case has examined RW1 Shri Anoop Kumar, Project Manager who has asserted that the case is false and mala fide to mislead and get relief from this court. The petitioner was never engaged by the respondents on daily wage basis and respondents never purchased any land from the petitioner. He however states that respondents never promised to provide job to any family member of the petitioner or his son after attaining the age of 18 years. He has denied that respondents have committed violation of any of the provisions of the Industrial Disputes Act.

12. The petitioner in his cross-examination has stated that he has produced the appointment letter during the course of his deposition. The appointment letter is Ext. PB. The appointment letter is dated 6.12.,2013 and when the document was being proved before this court no objection appears to have been taken on behalf of the respondents with regard to the genuineness of this document. This document Ext. PB prima facie establishes that there was an employer employee relationship between the respondents and the petitioner. It is important to peruse the report under Section 12(4) of the Industrial Disputes Act Ext. PA regarding the dispute between the petitioner and the respondents and it is clear from the perusal of the said report that respondents have put in appearance before the Labour-cum-Conciliation Officer but did not file any written reply and list of mandays chart. It is however pertinent to mention that reply to the demand notice was sent by respondents through Shri Dheeraj Sharma, Advocate to the petitioner though this document has not been proved in accordance with law however a separate stance appears to have been taken by the respondents mentioning that the services of the petitioner were terminated as he was found absent from his duty without any reason and consequently his services have been terminated. This document is not sufficient to prove the employment of the petitioner with the respondents however mutation Ext. PX has also been produced on record which shows that the land of Kamal Kishore s/o Shri Bajiru Ram was mutated in favour of the respondents company by way of Sale Deed. The case of the petitioner regarding his employment with the respondents is also supported by the oral statement of PW2 Shri Raj Kumar s/o Shri Amar Nath also stated on oath that petitioner was engaged by the respondents on daily wage basis in January, 2011. His services were illegally terminated orally by the respondents without compliance of mandatory provisions of the Industrial Disputes Act, 1947. A specific suggestion has been made to the petitioner witness that petitioner had sold his land to the respondents company quite contrary to this RW1 Shri Anoop Kumar has stated that respondent never purchased any land from the petitioner. On the one hand the respondents denied having any connection with the petitioner on the other hand they have not disputed the appointment letter produced by the petitioner and have also suggested petitioner witness that the land of the petitioner was purchased by respondents. This fact is also clear from above mentioned mutation Ext. PX. The deposition of RW1 Shri Anoop Kumar appears to be doubtful in the light of above oral and documentary evidence discussed. Shri Anoop Kumar has denied that in December, 2014 the company had terminated the services of the petitioner and he reiterates that he was never appointed. The respondents have produced on record muster rolls of the workers Ext. PW1/B1 to B89. Once the appointment letter Ext. PB is proved on the case file it was incumbent upon the respondents to produce the correct muster rolls before the court with regard to the petitioner. It is argued by learned Counsel for the respondents that in muster rolls the name of Kamal Kishore is not the same person as the petitioner since the father's name is described as Pratap Chand. Pertinent to mention here that in the appointment letter the father's name of petitioner is correctly described as Bajiru Ram. The respondents have themselves mentioned in the reply that petitioner was engaged as a casual labourer for 2 to 5 days in a month as and when

requested for that. Despite this fact mentioned in the pleadings RW1 has blatantly denied that the petitioner was ever engaged by the respondents. This fact also makes statement of RW1 Shri Anoop Kumar highly unreliable. It appears that the respondents have intentionally suppressed the mandays chart pertaining to the petitioner even if the petitioner was employed with the respondents as a casual labourer for 2 to 5 days in a month as submitted in their pleadings. The statement of the petitioner on the other hand is supported by PW2 Shri Raj Kumar and the appointment letter produced on the record Ext. PB. Since the respondents have suppressed the mandays chart of the petitioner it can safely be presumed that petitioner had worked with the respondents continuously from the year 2011 till his alleged termination in December, 2014. It is admitted by RW1 that number of new workers have been appointed by the respondents. It is clear that no offer of re-engagement was ever given to the petitioner. It is admitted fact that the work of respondents is still continuing and there was no dearth of work and funds with the respondents. In the light of above oral and documentary evidence it is proved that respondents have committed the violation of the provisions of the Sections 25 Clauses F, G and H of the Industrial Disputes Act, 1947 while illegally terminating the services of the petitioner. The issue no.1 is accordingly decided in the favour of the petitioner.

Issue No. 2

13. It has been proved from the overwhelming evidence the factum of the employment of the petitioner was suppressed by the respondents and they have also failed to produce the best evidence in their possession with regard to the services of the petitioner. Despite this respondents have not been able to completely dispute the employer employee relationship with the petitioner. It is proved from the oral and documentary evidence that the respondents have illegally terminated the services of the petitioner and committed violation of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947. In these circumstances the petitioner is held entitled for reinstatement as daily wager on similar terms with the respondents from the date of his termination along-with 50% of back wages and the seniority and continuity in service. This issue is decided accordingly.

Issues No. 3, 4, 5, 6 and 7

14. The onus of proving these issues was on the respondents. The respondents have taken contradictory stand in their pleadings as well as deposition of their material witness. They have suppressed material documents with regard to the engagement and employment of the petitioner with the respondents and terminated the services of the petitioner without following mandatory provisions of the Industrial Disputes Act, 1947. The respondents have not been able to establish how the petitioner was estopped from filing the present claim or that the petitioner has no locus standi and cause of action. There is nothing on record to oust the jurisdiction of this court with regard to the dispute between the parties. These issues no. 3 to 7 are decided in the favour of the petitioner and against the respondents.

RELIEF

15. In view of my discussion on the issues no. 1 to 7 above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for reinstatement as daily wager on similar terms with the respondents from the date of his termination along-with 50% of back wages and the seniority and continuity in service. Parties are left to bear their costs.

16. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 23rd day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 05/2020

Date of Institution : 21-01-2020

Date of Decision : 25-03-2026

Shri Pankaj Rana s/o Shri Ramesh Singh Rana, R/O Village Nanwar, P.O. Chadhiar, Tehsil Baijnath, District Kangra, H.P. *..Petitioner.*

Versus

1. Managing Director, M/S D.B. Corp. Ltd. Plot No.-280, Sarkhej-Gandhi Nagar, Highway, Near YMCA Club, Makarba, Ahmedabad, Gujarat- 380051.
2. Head/Manager (HR&Admn), DainikBhaskar Regional Office, Plot No. 11-12, Ground Floor, Dakshin Marg, Sector 25D, Chandigarh-160036.
3. Assistant General Manager (Ad-Sales), DainikBhaskar Office, Malbrow House, Near DPRO Office, Chota Shimla, District Shimla, H.P.-171002. *..Respondents.*

**Reference under Section 17 (1) of the
Working Journalist & Other Newspaper Employees and Miscellaneous Provisions Act, 1955**

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR

For Respondents. : Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority.

“Whether the claim submitted by Sh. Pankaj Rana s/o Sh. Ramesh Singh Rana, r/o Vill. Nanwar, P.O. Chadhiar, Tehsil Baijnath, District Kangra, H.P. -176 088 under Section 17(1) of Working Journalists and Other News Paper Employees (Conditions to Service) and Miscellaneous Provisions Act, 1955 amounting Rs. 47,68,770.00 is legal and justified. If not what amount of benefit of claim the above worker is entitled to from the above employer?”

2. Separate statement of Shri Ravinder Aggarwal, learned Authorised Representative for the petitioner/claimant has been recorded *vide* which he intends to withdraw the present reference/claim *i.e.* reference No. 05/2020 in view of the fresh reference made by the appropriate Government. Accordingly, the present reference/claim is dismissed as withdrawn.

3. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 25th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala (H.P.).

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No.	: 368/2015
Date of Institution	: 18-8-2015
Date of Decision	: 25-3-2026

The Pradhan Workers Union Surya Resorts Pvt. Ltd., Mcleodganj, Dharamshala, District Kangra, H.P. ..Petitioners.

Versus

The Executive Director/M.D., Surya Resorts Pvt. Ltd. Mcleodganj, Dharamshala, District Kangra, H.P. ..Respondent.

**Reference under Section 10 (1) of the
Industrial Disputes Act, 1947**

For the Petitioner (s)	: Sh. N.L. Kaundal, Ld. AR : Sh. Vijay Kaundal, Ld. Adv.
For Respondent	: Sh. Adhar Gupta, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

“Whether non-implementation of the settlement dated-15.6.2015 arrived under section 12(3) of the Industrial Disputes Act, 1947 in between The Pradhan, Workers Union Surya

Resorts Pvt. Ltd. Mcleodganj, Dharamshala, Distt. Kangra, H.P. and The Executive Director/M.D. Surya Resorts Pvt. Ltd. Mcleodganj, Kangra (H.P.) by the Executive Director/M.D. Surya Resorts Pvt. Ltd. Mcleodganj, Dharamshala, Distt. Kangra consequent upon alleged go-slow by the workers, non-performance of duty as per duty chart and continuance of slogan shouting by the workers *w.e.f.* 22-7-2015, resultant causing industrial unrest is legal and justified? If not, to what effects?"

2. The brief facts as stated in the claim petition are that the working committee of the workers union *i.e.* Hotel Karamchari Sangh *vide* resolution no.18 dated 27.5.2015 had held meeting and they have decided to submit demand charter to the management/respondent regarding some grievances. Thereafter the Karamchari Sangh had submitted demand charter to the respondent/management *vide* demand notice no.02/2015 dated 30.5.2015 and the copies of the same was forwarded to Labour Inspector Dharamshala and others and demands were raised by the Karamchari Sangh. It is asserted that Labour-cum-Conciliation Officer fixed conciliation meeting on 15.6.2015 in his office premises *vide* letter No.LO/DSL/ID/24/2015-302-03 dated 12.6.2015 and both the parties were participated in the conciliation meeting before the said authority and settlement had been arrived between both the parties on 15.6.2015. On 2.7.2015 Shri Param Bamba, Executive Director/respondent had issued a false explanation letter to Mr. Kewal Kumar (waiter) President/Pardhan of worker union only to sent out him from services of company/resort due to his union activities. Mr. Kewal Kumar had submitted reply to explanation letter on 5.7.2015 and requested the management/respondent to translate memo dated 2.7.2015 into Hindi language and atleast provide him minimum 15 days to submit reply of explanation letter. It is asserted that respondent had not translated the explanation letter dated 2.7.2015 but again issued memo dated 10.7.2015 to Mr. Kewal Kumar wherein it was mentioned that earlier the management had also issued advisory note dated 2.7.2015 and memo on 10.1.2009 respectively in English and there was no objection to its understanding in English language. It is alleged that that Mr. Kewal Kumar had never received any memo dated 10.1.2009. On 3.7.2015 Mr. Kewal Kumar, Pardhan worker union had applied one day leave *i.e.* for 4.7.2015 to discuss issue of memo dated 2.7.2015 with his legal advisor however leave was not recommended by the Manager (F&B) Mr. Sanjay Kumar with the remarks that leave could not be recommended. It is asserted that the respondent/management had not implemented settlement dated 15.6.2015 and increment @7% was not given to the workmen and salary of June month was paid as per old rates. It is asserted that on 14.7.2015 the Pardhan of union met with Mr. Param Bamba, Executive Director of company/resort and asked him to give increment 7% to the workers but no reply was given by the respondent/executive director and they had not submitted any application before the competent authority to terminate the settlement dated 15.6.2015. It is alleged that on demand of 7% increment to the workers the respondent had suspended the services of Mr.Kewal Kumar, Pardhan of workers union *w.e.f.* 16.7.2015 *vide* office order dated 15.7.2015 and Shri Param Bamba had also tried to break the strength of union members. It is asserted that the workers of the union also met with respondent to implement the settlement dated 15.6.2015 but no action was taken by the respondent and the Pardhan of worker union had submitted memo/letter dated 29.7.2015 in the office of Deputy Commissioner, Dharamshala with regard to taking of necessary action against management for victimization, harassment to the workers of union. It is asserted that Additional Deputy Commissioner, Dharamshala had written a letter to Labour Officer, Dharamshala but of no avail. It is asserted that settlement dated 15.6.2015 was not implemented by the respondent/management then the workers union had taken decision to go for one day office strike *w.e.f.* 8.8.2015 and intimation was given to the respondent/management as well as other authorities *vide* letter No.10/2015 dated 5.8.2015. It is asserted that the management had not allowed the workers in their working place *w.e.f.* 9.8.2015 to 13.8.2015 whereas the works unions had called off strike and intimated the respondent *vide* letter no.16/2015 dated 12.8.2015. It is asserted that the services of 57 workers had been terminated by the respondent/management without any reason, show cause notice, retrenchment compensation however 38 fresh workers were appointed by respondent/management in place of terminated

workmen. It is asserted that once the earlier reference had been received by the court from appropriate government for adjudication *vide* notification dated 6th August, 2015 and the present case was pending before labour authorities the respondent/management could not terminate the services of workmen without obtaining permission from this court/labour authority. On 13.8.2015 respondent/management terminated 57 workmen without prior permission of the court under Section 33 (2) (b) of the Industrial Disputes Act, 1947 hence the action of the respondent/management was against the mandatory provision of the Industrial Disputes Act, 1947. It is asserted that Mr. Param Bamba, Executive Director of Resort/respondent also threatened 57 workmen and asked them to submit their resignation from union membership and settle the full and final with the company otherwise he would have no other alternative except to terminate their services. It is asserted that the act of respondent not to implement the settlement dated 15.6.2015 and harass and victimized the union members and office bearer as well as terminated 57 workmen was an unfair labour practice and in violation of Section 25-T, 25-U, 29 read with 5th Schedule Clause 4(b) (f), 5 (a), 11, 12 and 13 of the Industrial Disputes Act, 1947. It is submitted that all the 57 terminated workmen are still unemployed and not gainfully employed anywhere from the date of their illegal termination hence all are entitled for full back wages from the date of their illegal termination. It is prayed that in view of the aforesaid submissions the court may direct respondent management to implement the settlement dated 15.6.2015, set aside illegal termination of 57 workers who are members of union and respondent/management be directed to reinstate their services along-with seniority and continuity in service with full back wages *w.e.f.* 13.8.2015 till the date of their reinstatement with all consequential service benefits.

3. In reply to the claim petition preliminary objections qua maintainability, petition being barred by act, conduct and acquiescence of petitioners, suppression of material facts etc. have been raised. On merits, it is admitted that union has submitted a demand charter on 30.5.2015. It is mentioned that the workers of hotel even prior to submission of the demand charter had started “go slow tactics” deliberately to pressurize the management to concede to their demands however demand charter was under consideration of the management but in the mean time respondent got notice from Labour-cum-Conciliation Officer. It is asserted that workers union assured the respondent during the conciliation proceedings that they would mend their ways and will not observe any illegal tactics in future since their demands were conceded by the management on their verbal assurance and respondent agreed for settlement. It is denied that the respondent issued a false explanation letter to Mr. Kewal Kumar (waiter) President/Pardhan of worker union on 2.7.2015 in order to send him out from services of the company/resort due to his union activity. However it is admitted that on 5.7.2015 the management received a reply from Kewal Kumar and letter/reply of Kewal Kumar dated 5.7.2015 was replied by the respondent *vide* re-memo dated 10.7.2015. It is denied that pardhan never received any memo dated 10.1.2015 however memo dated 2.7.2015 was rightly issued to Shri Kewal Kumar who despite giving assurance on 15.6.2015 before conciliation officer that in future they would not apply any such tactics and perform all their duties fastened to their job and assuring smooth functioning of hotel continued to incite the workmen. It is asserted that the workers union had assured before the conciliation officer that peace, tranquillity and industrial harmony would be maintained at all costs. It is asserted that the management also thought that workers demands were already considered and as such they would be maintaining proper peace and do work in the hotel as per their job requirements. It is however asserted that Kewal Kumar continued with his illegal acts and even threatened the group of trainees deployed in the hotel of respondent by Rahat Bahara University Mohali from 10.6.2015 till 25.7.2015. It is denied that respondent had not submitted any application before competent authority to terminate the settlement dated 15.6.2015. It is alleged that high powered delegation comprising inter alia monastery heads union minister of government of India, Prime Minister of Tibetan Government in exile and some ministers of Eastern Estates were staying in the hotel under the aegis of Holiness Dalai Lama from 17.6.2015 to 28.6.2015. It is alleged that since the workers of hotel at the instance of union continued to observe the earlier tactics just to tarnish the image of

hotels, as such the management was forced to make alternative arrangements to cope with the delegation in particular and other tourists in general who visited during month of June and July. It is alleged that instead of helping to cooperate the workers of hotel union started showing hostile attitude against guests just to show their arrogant attitude and as such the respondent was left with no option but to implement the settlement dated 15.6.2015. It is denied that demand of 7% increment to the workers of the respondent was reason for suspension of Mr. Kewal Kumar Pardhan. It is denied that Shri Param Bamba tried to break the strength of union members. It is added that on 2.7.2015 respondent had already informed concerned departments for non implementation of the award *vide* letters dated 2.7.2015. It is asserted that workers of union wrote a letter and copy of the same was addressed to different offices by them regarding non implementation of the award however they did not mention anywhere that they met with the respondent prior to writing the above mentioned letter. It is asserted that respondent received a letter from office of Labour-cum-Conciliation Officer Dharamshala on 23.7.2015 *vide* which the respondent was asked to appear in their office on 25.7.2015. On 25.7.2015 the respondent had submitted reply to the letter dated 23.7.2015. It is asserted that respondent had received a letter No.7/2015 dated 19.7.2015 from the Secretary of Hotel Karamchari Sangh on 25.7.2015 and the same was replied to them on 28.7.2015. It is asserted that during conciliation proceedings the workers of the hotel union continued the tactics of go slow and refused to do some of duties fastened to their job. It is submitted that as per settled law during conciliation proceedings the workers are barred from resorting to direct action and as such the action of workers union was illegal and their arrogant and indiscipline attitude was just to disrupt the smooth functioning of the hotel. It is asserted that workers union continued to hold the gate meetings during the working hours and absenting from duties without prior permission and also threatened to go on indefinite strike. It is asserted that workers of union did not serve any mandatory notice prior to going on strike to the management or to any other authorities. It is asserted that behaviour of workers was not only irresponsible but also illegal. It is asserted that *vide* letter dated 24.7.2015 respondent informed Labour Commissioner, Shimla about illegal gate meetings held by the workers union of the hotel. It is alleged that due to the act and conduct of workers union of hotel the respondent had not only suffered huge financial loss of business but reputation of respondent was also lower down in the eyes of clients. It is admitted that on submission of failure report of settlement of award dated 15.6.2015 by the Labour Inspector-cum-Conciliation Officer the matter was sent to the Labour Commissioner. It is asserted that failure of settlement of award dated 15.6.2015 was in the knowledge of workers union who attended the conciliation proceedings on 5.8.2015. On 8.8.2015 they went on one day token strike and thereafter continued their illegal strike knowingly and their act was illegal and against the provisions of the Industrial Disputes Act. It is alleged that the workers union during this period threatened the other members of staff, who refused to join them. It is also alleged that worker of union when gathered outside the hotel used filthy unparliamentarily, abusive and offensive language against the management of hotel as well as against the respondent. They threatened to vandalize and damage the property of the hotel. The respondent *vide* general notice dated 6.8.2015 notified that a worker who shall taking part in illegal strike would be treated as absent from duty and management would be at liberty to make alternate arrangements in their place. On 10.8.2015 the respondent again *vide* general notice advised them not to take part in illegal strike of union particularly when the matter is already referred to the Labour Commissioner, Shimla. It is asserted that the workers who were on illegal strike failed to come for their daily routine job so question of refusing them to attend job on these days did not arise at all. It is asserted that respondent was forced to engage the services of alternative workers in their place as the attitude of petitioner's union was against the interest of hotel. It is asserted that on 13.8.2015 it was specifically mentioned that some of workers against whom he had not yet made any alternative arrangement could be accommodated on humanitarian grounds and they should furnish unqualified apology for their action and also must not resort to illegal and irregular misconduct. It is alleged that the worker of union deliberately did not provide proper services to the customers and the respondent received number of complaints against them. After August, 2015 the

respondent engaged alternative arrangement and the hotel again started receiving appreciation from the customers. It is asserted that some of workers who tendered their apology were already taken back and they are still in service of the respondent. It is asserted that the worker union deliberately pressurized the respondent to concede to their demands and adopted go slow tactics and illegal activities. It is asserted that the action of the respondent was not against the mandatory provisions of the Industrial Disputes Act, 1947. It is denied that the respondent threatened the workmen and asked them to submit resignation from the union membership. It is asserted that there was no violation of Sections 25-T, 25-U, 29 read with 5th Schedule Clause 4 (b) (f), 5 (c), 11, 12 and 13 of the Industrial Disputes Act, 1947. It is denied that 56 workers were terminated by respondent illegally. It is also denied that the workers are still unemployed and not gainfully employed anywhere thereafter. It is alleged that the worker union had submitted a wrong list of workers knowing full well that some of the workers have not signed any documents with them and are already working with the respondent. All other averments made parawise in the petition are denied and it is prayed that the petition deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether non-implementation of the Settlement dated 15.6.2015 arrived under Section 12(3) of the Industrial Disputes Act, 1947 between the parties is/was not legal and justified as alleged? ..*OPP. (Amended)*
2. If issue no.1 is proved in affirmative, whether go-slow strike by workers, non-performance of duty as per duty chart and continuance of slogan shouting by workers w.e.f. 22.7.2015 is/was illegal and unjustified as alleged? ..*OPR.*
3. If issue no.1 or issue no.2 are proved in affirmative to what service benefits the petitioners are entitled to? ..*OPP.*
4. Whether the claim petition is not maintainable in the present form as alleged? ..*OPR.*
5. Whether the claim petition is debarred to sue respondent by act, conduct & acquiescence as alleged in preliminary objections no.2 of reply? ..*OPR.*
6. Whether the petitioner has not approached the court with clean hands as alleged? ..*OPR.*
7. Whether the petitioner has suppressed the true and material facts from the court as alleged? ..*OPR.*

Relief.

6. Word 'not' is added in Issue No.1 considering the onus of proof on petitioners.

7. The petitioners have examined Shri Kewal Kumar s/o Shri Bir Singh, r/o VPO Nadholi, Tehsil Jawali, District Kangra by way of affidavit Ext. PW1/A. He has also produced on record copy of list of employees Ext. PW1/B, copy of letter dated 8.7.2015 Ext. PW1/C, copy of letter dated 27.8.2015 RTI information Ext. PW1/D, copy of letter dated 20.7.2015 Ext. PW1/E, copy of letter dated 12.8.2015 Ext. PW1/F, copy of letter dated 27.8.2015 RTI information Ext.

PW1/G, copy of resolution dated 27.5.2015 Ext. PW1/H, copy of demand notice dated 20.5.2015 Ext. PW1/I, copy of letter dated 12.6.2015 Ext. PW1/J, copy of settlement dated 15.6.2015 Ext. PW1/K, copy of memo dated 2.7.2015 Ext. PW1/L, copy of letter dated 5.7.2015 Ext. PW1/M, copy of letter dated 10.8.2015 Ext. PW1/N, copy of letter dated 3.7.2015 Ext. PW1/O, copy of suspension letter dated 15.7.2015 Ext. PW1/P, copy of letter dated 23.7.2015 Ext. PW1/Q and copy of letter dated 8.8.2015 Ext. PW1/R.

8. Respondent has examined Shri Param Bamba, Executive Director, M/s Surya Resorts Pvt. Ltd. by way of tendering affidavit and also produced the documents *i.e.* letter dated 25.6.2015 Ext. RW1/A, letter dated 12.6.2016 Ext. RW1/B, letter dated 2.7.2015 Ext. RW1/C, memo dated 2.7.2015 Ext. RW1/D, letter dated 10.7.2015 Ext. RW1/E, office order dated 15.7.2015 Ext. RW1/F, letter dated 16.7.2015 Ext. RW1/G, letter dated 24.7.2015 Ext. RW1/H, letter dated 28.7.2015 Ext. RW1/J, Notice dated 6.8.2015 Ext. RW1/K, notice dated 10.8.2015 Ext. RW1/L, letter dated 6.8.2015 Ext. RW1/M, letter dated 8.8.2015 Ext. RW1/N, reply to the application Ext. RW1/O, letter dated 13.8.2015 Ext. RW1/P, letter dated 14.9.2015 Ext. RW1/Q, feedback forms Ext. RW1/R, statement Mark A-1, statements Mark A-2 to 4, letter dated 16.11.2015 Mark A-5 and Guest reviews Mark A-6 to 17. Shri Aman Sharma, Sr. Manager (Operations), Surya Resorts Pvt. Ltd. Mcleodganj examined by the respondent by way of affidavit Ext. RW2/A. He has produced on record copies of ITRs Ext. RW2/B to Ext. RW2/D, Pen Drive Ext. RW2/E and certificate Ext. RW2/F. RW3 Shri Anirudh Thakur, Sr. Assistant, Labour Court-cum-Industrial Tribunal Dharamshala by way of examination-in-chief wherein he has stated that a Reference No.433/2015 titled as Pradhan Worker Union vs. Executive Director Surya Resorts is pending which was issued by the Dy. Labour Commissioner on 10.9.2015 and the same was made as Reference No.433/2015 which as follows:—

“Whether action of the employer *i.e.* The Executive Director/M.D. Surya Resorts Pvt. Ltd. Mcleodganj, Dharamshala, Distt. Kangra, H.P not to allow Sh. Ajay Kumar & Other 56 workers (as per list enclosed from Sr. No.1 to 57) to resume their duty *w.e.f.* 13.8.2015 after calling off the strike and appoint 38 fresh workers and without complying with the mandatory provisions of Industrial Disputes Act, 1947, as alleged by workers union, is legal and justified? If not, what relief of reinstatement, back wages, seniority and other service benefits the aggrieved workmen are entitled to from above management?”

He has further stated that worker union has filed claim petition on 2.11.2015 through Pradhan wherein stated that 57 workers were terminated and the list of workers is available with that reference in which total 63 names and which worker list in this case (Reference No.368/2015) is attached as Ext. PW1/B. Respondent has further examined Shri Naresh Kumar, Labour Inspector-cum-Conciliation Officer, Kangra at Dharamshala as RW4 wherein he has produced the copy of letter sent by Kewal Kumar Ext. RW4/A and the same is correct as per record. He has further stated that there was no other record proceedings available with them in the case of suspension. Respondent also examined Shri Amit Chaudhary, Labour Officer-cum-Conciliation Officer, Kangra at Dharamshala as RW6 wherein he has stated that as per office order dated 23.6.2025 he is authorized by the Labour Commissioner to lead evidence before the court which is Ext. RW5/A and the same was received by him by way of email. He has also produced Ext. RW5/B, Ext. RW5/C, Ext. RW5/D, Ext. RW5/E, Ext. RW5/F, Ext. RW5/G, Ext. RW5/H, Ext. RW5/J, Ext. RW5/K, Ext. RW5/L and Ext. RW5/M. He has stated that other people record is not available with them and they had written to the relevant authorities for the same. Respondent has further examined Shri Amit Chaudhary, Labour Officer-cum-Conciliation Officer Kangra at Dharamshala as RW6 by way of examination-in-chief wherein he has stated that as per Ext. RW6/A which is letter dated 25.6.2015 and contained employment certificate and office order of Sachin Thakur s/o Sh. Parmeshwar according to which said person employed in

Home Guard 8th Battalion Dharamshala. He produced copy of report dated 22.8.2015 Ext. RW6/B, copy of letter dated 28.7.2015 Ext. RW6/C, copy of letter dated 2.7.2015 Ext. RW6/D and copy of memo dated 16.7.2015 Ext. RW6/E.

9. I have heard the learned Authorized Representative/Counsel for petitioner and learned Counsel for the respondent at length and records perused.

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

Issue No. 1	: Yes
Issue No. 2	: No
Issue No. 3	: Decided accordingly
Issue No. 4	: No
Issue No. 5	: No
Issue No. 6	: No
Issue No. 7	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

11. The agreement Ext. PW1/K dated 15.6.2015 was entered between the representative of the petitioners and respondent under Section 12(3) of the Industrial Disputes Act, 1947. Section 12 (3) of the Industrial Disputes Act, 1947 is reproduced as follows:—

“12(3) If a settlement of the dispute or of any of the matters in dispute is arrived at in the course of the conciliation proceedings the conciliation officer shall send a report thereof to the appropriate Government 2 [or an officer authorised in this behalf by the appropriate Government] together with a memorandum of the settlement signed by the parties to the dispute”.

12. The agreement Ext. PW1/K was essentially an undertaking by the respondent to provide identity cards to petitioners/workers and payment of balance increment of 7% to the workers during current year and also payment of 15% increment annually in future. *Vide* document Ext. RW1/C dated 2.7.2015 the respondent rescinded from the above agreement/settlement whereby it was mentioned that the workers are violating the settlement and there was no due performance of settlement by the union. It was alleged that union has continued to observe go slow strategy to tarnish and mortify the image of hotel in the eyes of high power delegations.

13. The petitioners on the other hand alleged that due to non implementation of agreement dated 15.6.2015 the union had planned one day strike on 8.8.2015. Learned Counsel/Authorized Representative for the petitioners has argued that necessary onus to prove non implementation

settlement was on the petitioners which is duly discharged by oral and documentary evidence. He has emphasized that in the context of Section 18 of the Industrial Disputes Act, 1947 which reads as follows:—

“18. Persons on whom settlements and awards are binding.—2 [(1) A settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

(2) 1 [Subject to the provisions of sub-section (3), an arbitration award] which has become enforceable shall be binding on the parties to the agreement who referred the dispute to arbitration.]

[(3)] A settlement arrived at in the course of conciliation proceedings under this Act 3 [or an arbitration award in a case where a notification has been issued under sub-section (3A) of section 10A] or 4 [an award 5 [of a Labour Court, Tribunal or National Tribunal] which has become enforceable] shall be binding on—

(a) all parties to the industrial dispute;

(b) all other parties summoned to appear in the proceedings as parties to the dispute, unless the Board, 6 [arbitrator,] 7 [Labour Court, Tribunal or National Tribunal], as the case may be, records the opinion that they were so summoned without proper cause;

(c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates;

(d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part”.

14. The settlement between the respondent and the petitioners was to be complied mandatorily and no party had any unilateral right of revocation of a settlement duly entered, signed and registered.

15. It is argued by the learned Counsel/Authorized Representative for petitioners that the above mentioned settlement was amicably entered between the parties, now the respondent cannot escape their liability. The settlement was to be effective from 16.6.2015. It is alleged by the learned Counsel/Authorized Representative for the petitioners that in order to avoid terms of settlement false explanation was issued by respondent to Shri Kewal Kumar, Pradhan of the union of petitioners on 2.7.2015 and he was subsequently suspended. This did not culminate into an inquiry nor any subsistence allowance has been paid to Shri Kewal Kumar till date.

16. It is further submitted that union members had raised objection to the non implementation of settlement due to which they were terminated by the respondent *w.e.f.* 13.8.2015. It is further submitted that respondent had breached the terms of settlement and there is no material evidence to prove that the union/workers had resorted to go slow tactics and committed any misconduct 22.7.2015 onwards. The learned AR/counsel has asserted that non implementation of agreement under Section 12(3) of the Industrial Disputes Act, 1947 by the respondent was illegal and invalid conduct on their part. The Hon’ble Supreme Court in **CH. Joseph vs. The Telangana State Road Transport Corporation & Ors., SLP (Civil) No.36278 of 2017** has held in para no.22 as follows:—

“22. Settlements entered under Section 12(3) of the Industrial Disputes Act are not administrative conveniences. They are quasi-statutory instruments reflecting negotiated justice, and they bind both employer and employee with the force of law. Where such settlements create specific entitlements, courts must give them purposive effect, unless expressly rescinded or demonstrably superseded. Their terms are not to be overridden by internal policy or circulars issued in contravention thereof”.

17. The factum of agreement under Section 12(3) of the Industrial Disputes Act, 1947 between the parties is not in dispute. This court is examining legality of its non implementation. The reason for non implementation of settlement as expounded by the respondent company relate to specific charges that the petitioners violated the terms of settlement, continued illegal and unjustified strike despite execution of settlement between the parties. It is alleged that workers opted for “go slow strike” during peak season. In order to prove this allegation RW1 Shri Param Bamba and RW2 Shri Aman Sharma have appeared in the witness box. Shri Param Bamba deposed about the agreement dated 15.6.2015 regarding increment to the workers. This was signed by Shri Kewal Kumar on behalf of the petitioners and Shri Param Bamba on behalf of respondent. This witness alleges that despite assurance Shri Kewal Kumar inciting the workers and also asked them to stick to go slow tactics. He alleges that earlier also complaints were received against Shri Kewal Kumar who used to provoke the workers and misbehaved with guests of the hotel. He mentioned that on 15.6.2015 Mr. Niladri, General Manager of hotel had informed that due to incitement given by Shri Kewal Kumar the employees of hotel are not performing their duties properly. He also alleged that from 17.6.2016 to 28.6.2015 exiled Tibetan Prime Minister and their ministers were to stay in the hotel. Shri Kewal Kumar continued to incite the employee of hotel in order to tarnish the reputation of the respondent. This forced the respondent to take the service of new workers. Due to this conduct the memo dated 2.7.2015 was issued to Shri Kewal Kumar. Considering the go slow tactics of the petitioners an intimation was also given to the Labour Officer on 2.7.2015. Shri Kewal Kumar had not replied to the memo till date and consequently he was also suspended. Shri Kewal Kumar and the union thereafter tried to pressurize the respondent to reinstate the service of Shri Kewal Kumar on 19.7.2015 and the employees coming to work were also threatened by them. On 22.7.2015 an unauthorized meeting was held at main gate of hotel without informing the management and workmen remained unauthorizedly absent and the matter was reported to Labour Commissioner Shimla. On 8.8.2015 till 12.8./2015 workmen resorted to total strike. On 13.8.2015 when workmen came to know about the appointment of new staff they requested to report for work. In answer to this they were informed that they can join only on the vacant posts and only if they apologize they would be reinstated.

18. In order to corroborate the above allegations and reasons behind rescinding from the settlement, respondent examined RW2 Shri Aman Sharma Operations Manager, Surya Resorts Pvt. Ltd. This witness has stated in line with RW1 Shri Param Bamba however in his cross-examination he has admitted that he is aware of settlement between the parties but is not fully aware of terms and conditions of the settlement. This witness states that the workers went on strike on 8.8.2015 till 12.8.2015 and *w.e.f.* 13.8.2015 workers were not allowed to resume the work. He is not aware whether any show cause notice was issued to these workers individually. He admits that he has not annexed any document regarding refusal of the workers to assume their duties. He admits that no charge-sheet was issued to the workers for illegal strike.

19. RW1 Shri Param Bamba has admitted in his cross-examination as follows:-

“It is correct that we had not written letters individually to each worker to join duty. It is correct that all the petitioners were our employees and they were working in different capacities from different dates till August, 2015. It is correct that we had not issued notice with regard to misconduct to each worker. Self stated that we had issued notice to some of the workers and also

to the Hotel Karamchari Sangh. We had issued show cause notice to Kewal Kumar, Kamaljeet, Shubh Charan, Desh Raj etc."

He also admitted that they have not charge-sheeted any workman for misconduct except Kewal Kumar. He admits that increment of 7% as per Ext. PW1/K has not been paid to the petitioners. He mentions that agreement is not implemented due to violation but he himself admits that no show cause notice with regard to misconduct/violation has ever been issued to the workers individually. He asserts that respondent had not terminated the workers but admits that 60-65 workers working in the hotel during relevant period. He admitted that no inquiry was initiated against any worker. He admits that no document qua past conduct of the workers have been produced on record.

20. The agreement Ext. PW1/K was regarding terms of increment of 7% during the current year applicable *w.e.f.* 16.6.2015. The said agreement was rescinded unilaterally by the respondent on 2.7.2015 primarily on the grounds of non cooperation and misconduct of Shri Kewal Kumar and other workmen allegedly resorted to go slow tactics. It is however clear that contrary to the above mentioned declaration no documents have been produced by respondent to lend veracity to these allegations. Specific allegation of misconduct are not supported by show cause notice except to Shri Kewal Kumar even though rights of individual workers were curtailed by not implementing the settlement. Surprisingly the settlement had no specific condition with regard to the future conduct of workman nor it was subject to any specific undertaking given by workmen. Mr. Niladari, General Manager of the Hotel who according to RW1 Shri Param Bamba had reported the go slow conduct of the workmen has not been examined in the court. There is no oral and documentary evidence to prove that the conduct of the employees towards specific guest amounted to misconduct. No notice has been issued to any of the employee till 2.7.2015. The settlement had no clause of option to rescind. The management was free to act in accordance with rules and Standing Orders applicable to their institution in case of any misconduct, illegal strike or go slow tactics by the petitioners. The present settlement has not been challenged on the ground of fraud or misrepresentation and being devoid of any clause qua grounds of revocation the unilateral withdrawal from settlement was not legal.

21. Learned Counsel for the respondent had argued that the present claim is not maintainable and does not contain any authorization on behalf of workers of union in favour of Pradhan Shri Kewal Kumar. It is pertinent to mentioned here that existence of union and its representation through Pradhan Shri Kewal Kumar has not been questioned by respondent right from the date of conciliation proceedings before the conciliation officer. The settlement Ext. PW1/K was also signed by Shri Kewal Kumar on behalf of the members of the union. There is no specific pleadings in this regard hence the arguments raised by learned counsel for the respondent is also not maintainable.

22. The Hon'ble Supreme Court in **M/s Oil and Natural Gas Corporation Ltd. vs. The President Oil Field Employees Association & Ors, 2022 LLR 357** has held as follows: "A settlement under Section 12(3) read with Section 18 (3) (d) of the Industrial Disputes Act, 1947 is binding in nature on all workmen in any establishment since it was signed by not only representatives of unions and contractor but also by representatives of principal employer and conciliation officer".

23. Similarly in **Kapra Mazdoor Ekta Union vs. Management of Birla Cotton Spinning and Weaving Mills Ltd, 2005 LLR 765** has held in para no.22 as follows:—

"22. Learned counsel for the appellant then submitted that the settlement was not arrived at with the assistance and concurrence of the Conciliation Officer. It was submitted, relying

upon the decision of this Court in : The Bata Shoe Co. (P) Ltd. vs. D.N. Ganguly and others : AIR 1961 SC 1158 that a settlement which is made binding under Section 18(3) of the Act on the ground that it is arrived at in the course of conciliation proceedings is a settlement arrived at with the assistance and concurrence of the Conciliation Officer. Such a settlement brought about while conciliation proceedings are pending, are made binding on all parties under Section 18 of the Act. Reliance was placed on the judgment of this Court in Workmen of M/s. Delhi Cloth and General Mills Ltd. vs. The Management of M/s. Delhi Cloth and General Mills Ltd. : (1969) 3 SCC 302”.

24. The Hon’ble Supreme Court in **Kanpur Fertilizers and Cement Ltd. vs. State of U.P. and Ors., 2017 (154) FLR 172** has also held in para no.6 as follows:—

“6. If the settlement by and between the Management and the Representative Union of workmen is to be construed to be one under Section 18(1) of the Industrial Disputes Act, 1947 which we are inclined to do the same would bind the respondent workman. In this regard, we have perused the evidence of the respondent workman wherein he does not deny that the Representative Union which was a party to the settlement did not represent his cause. A mere statement in the evidence of the workman that he is not a member of any specific union will not suffice”.

25. The Hon’ble Supreme Court in **Bhupendra Kumar Chimanbhai Kachiya Patel vs. Divisional Controller, GSRTC Nadiat, 2018 (157) FLR 172** has held in paras no.25 and 33 as follows:—

“25. One cannot dispute the legal proposition that the settlement once arrived at between the employer and the employees as provided in Section 18 of the Act, it is binding on the employer and the employees.

“33. It is pertinent to mention that the appellants neither challenged the settlement nor its applicability. In other words, the legality or/and binding nature of settlement dated 21.12.1989 was never questioned in these proceedings. In this view of the matter, the settlement is binding on both parties in terms of Section 18 of the Act”.

26. The above ratio laid down by the Hon’ble Supreme Court clearly points towards the sanctity of settlement under Section 12(3) of the Industrial Disputes Act, 1947. The respondent has failed to establish the circumstances under which they were entitled to revoke the settlement which has obtained legal sanction being signed by the parties before conciliation officer. The grounds on the basis of alleged revocation was made have also not been proved by way of evidence hence it is established that non implementation of settlement dated 15.6.2015 under Section 12(3) of the Industrial Disputes Act, 1947 between the parties was not legal and justified. Issue no.1 is accordingly decided in the favour of petitioners.

Issue No. 2

27. In view of the reference before this court the specific issue has been raised with regard to alleged go slow strike by the workers and non performance of their duties as duty chart, continuance of slogan shouting *w.e.f.* 22.7.2015. It is pertinent to mention here that the settlement between the parties was effected on 15.6.2015. The same was applicable from 16.6.2015 and was revoked by the respondent from 2.7.2015. Specific allegations have been made with regard to misconduct of the workers go slow strike non performance of duties as per chart *w.e.f.* 22.7.2015 however these allegations have remained in statements made by RW1 Shri Param Bamba and RW2 Shri Aman Sharma. These suggestion have been denied by Shri Kewal Kumar and the petitioners have contested these allegations in the court. As already discussed while deciding issue no.1 above

except show cause notice issued to Shri Kewal Kumar on 2.7.2025 none of the other workmen have received any memo qua allegations of misconduct on 22.7.2015. No documentary evidence of the justification of unilateral revocation of settlement has been produced by the respondent. The onus was on the respondent to prove the conduct of the workers but respondent has failed to produce any show cause notice or any other proceedings undertaken regarding alleged conduct of the petitioners including misbehaviour with guests after 22.7.2015. The concerned officials who had reported the misconduct of the petitioners have not been examined in the court hence it cannot be held that there was non performance of duty as per duty chart and shouting or strike by the workers *w.e.f.* 22.7.2015. These findings are not with respect to strike *w.e.f.* 8.8.2015. Issue no.2 is decided accordingly in favour of the petitioners.

Issue No. 3

28. The settlement Ext. PW1/K was applicable *w.e.f.* 16.6.2015 and it was rescinded by the respondent *w.e.f.* 2.7.2015. The petitioners have been disengaged *w.e.f.* 8.8.2015. This Court cannot go into the circumstances behind the alleged termination of the petitioners in the present reference as separate reference with regard to termination is still being concurrently decided. It is however established that the respondent has failed to pay 7% of the increment payable to the petitioners for the year 2015. Since the settlement was to be effective *w.e.f.* 16.6.2015 now the petitioners are entitled to 7% increment corresponding to their basic pay during relevant year along-with interest @ 6% per annum till the realisation of amount. Hence issue no. 3 is decided accordingly.

Issues No. 4, 5, 6 & 7

29. The onus of proving these issues was on the respondent. There are specific allegations made by the respondent with regard to conduct of the petitioners consequent to which the respondent had refused to implement the settlement. It has been discussed in detail while deciding issue no.1 above that the respondent has failed to set up a case which would entitled them to withdraw from the settlement. Though allegations of misconduct have been raised against the petitioners but there is no specific disciplinary proceedings against the individual petitioner with regard to allege misconduct. There is no documentary evidence to show conclusion of any disciplinary proceedings also with regard to Pradhan Shri Kewal Kumar. In view of these facts and circumstances produced before this Court issues no. 4 to 7 are decided in the favour of the petitioners and against the respondent.

RELIEF

30. In view of my discussion on the issues no. 1 to 7 above, the claim petition succeeds and is partly allowed. The petitioners are entitled to 7% increment corresponding to their basic pay during relevant year along-with interest @ 6% per annum till the realisation of amount. Respondent is also under a liable to give effect to the settlement *w.e.f.* 16.6.2015 onwards. Parties are left to bear their costs.

31. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 25th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala (H.P.).

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 433/2015

Date of Institution : 05-10-2015.

Date of Decision : 25-3-2026.

The Pradhan Workers Union Surya Resorts Pvt. Ltd., Mcleodganj, Dharamshala, District Kangra, H.P. ..Petitioners.

Versus

The Executive Director/M.D., Surya Resorts Pvt. Ltd. Mcleodganj, Dharamshala, District Kangra, H.P. ..Respondent.

**Reference under Section 10 (1) of the
Industrial Disputes Act, 1947**

For the Petitioner(s) : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. Adhar Gupta, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner.

“Whether action of the employer *i.e.* The Executive Director/M.D. Surya Resorts Pvt. Ltd. Mcleodganj, Dharamshala, Distt. Kangra, H.P not to allow Sh. Ajay Kumar & Other 56 workers (as per list enclosed from Sr. No.1 to 57) to resume their duty *w.e.f.* 13.8.2015 after calling off the strike and appoint 38 fresh workers and without complying with the mandatory provisions of Industrial Disputes Act, 1947, as alleged by workers union, is legal and justified? If not, what relief of reinstatement, back wages, seniority and other service benefits the aggrieved workmen are entitled to from above management?”

2. The brief facts as stated in the claim petition are that the working committee of the workers union *i.e.* Hotel Karamchari Sangh *vide* resolution no.18 dated 27.5.2015 had held meeting and they have decided to submit demand charter to the management/respondent regarding some grievances. Thereafter the Karamchari Sangh had submitted demand charter to the respondent/management *vide* demand notice no. 02/2015 dated 30.5.2015 and the copies of the same was forwarded to Labour Inspector Dharamshala and others and demands were raised by the Karamchari Sangh. It is asserted that Labour-cum-Conciliation Officer fixed conciliation meeting on 15.6.2015 in his office premises *vide* letter No.LO/DSL/ID/24/2015-302-03 dated 12.6.2015 and both the parties had participated in the conciliation meeting before the said authority and settlement was arrived between both the parties on 15.6.2015. On 2.7.2015 Shri Param Bamba, Executive Director/respondent had issued a false explanation letter to Mr. Kewal Kumar (waiter) President/Pardhan of worker union only to sent out him from services of company/resort due to his union activities. Mr. Kewal Kumar had submitted reply to explanation letter on 5.7.2015 and requested the management/respondent to translate memo dated 2.7.2015 into Hindi language and

atleast provide him minimum 15 days to submit reply of explanation letter. It is asserted that respondent had not translated the explanation letter dated 2.7.2015 but again issued memo dated 10.7.2015 to Mr. Kewal Kumar wherein it was mentioned that earlier the management had also issued advisory note dated 2.7.2015 and memo on 10.1.2009 respectively in English and there was no objection to its understanding in English language. Petitioners have asserted that Mr. Kewal Kumar had never received any memo dated 10.1.2009. On 3.7.2015 Mr. Kewal Kumar, Pardhan worker union had applied for one day leave *i.e.* for 4.7.2015 in order to discuss issue of memo dated 2.7.2015 with his legal advisor however leave was not recommended by the Manager (F&B) Mr. Sanjay Kumar with the remarks that leave due to shortage of staff cannot be recommended. It is asserted that the respondent/management had not implemented settlement dated 15.6.2015 and increment @7% was not given to the workmen and salary of June month was paid as per old rates. It is asserted that on 14.7.2015 the Pardhan of union met with Mr. Param Bamba, Executive Director of company/resort and asked him to give increment 7% to the workers but no reply was given by the respondent/executive director even when respondent had not submitted any application before the competent authority to terminate the settlement dated 15.6.2015. It is alleged that on demand of 7% increment to the workers the respondent had suspended the services of Mr.Kewal Kumar, Pardhan of workers union *w.e.f.* 16.7.2015 *vide* office order dated 15.7.2015 and Shri Param Bamba also tried to break the strength of union members. It is asserted that the workers of the union also met with respondent to implement the settlement dated 15.6.2015 but no action was taken by the respondent and the Pardhan of worker union had submitted memo/letter dated 29.7.2015 in the office of Deputy Commissioner, Dharamshala with regard to taking necessary action against management for victimization, harassment of the workers of union. It is asserted that Additional Deputy Commissioner, Dharamshala had written a letter to Labour Officer, Dharamshala but of no avail. It is asserted that settlement dated 15.6.2015 was not implemented by the respondent/management then the workers union had taken decision to go for one day office strike *w.e.f.* 8.8.2015 and intimation was given to the respondent/management as well as other authorities *vide* letter No.10/2015 dated 5.8.2015. It is asserted that the management had not allowed the workers in their working place *w.e.f.* 9.8.2015 to 13.8.2015 whereas the workers union had called off strike and intimated the respondent *vide* letter no.16/2015 dated 12.8.2015. It is asserted that the services of 57 workers had been terminated by the respondent/management without any reason, show cause notice, retrenchment compensation however 38 fresh workers were appointed by respondent/management in place of terminated workmen. It is asserted that once the earlier reference had been received by the court from appropriate government for adjudication *vide* notification dated 6th August, 2015 and the present case is pending before labour authorities the respondent/management could not terminate the services of workmen without obtaining permission from this court/labour authority. On 13.8.2015 respondent/management terminated 57 workmen without prior permission of the court under Section 33 (2) (b) of the Industrial Disputes Act, 1947 hence the action of the respondent/management was against the mandatory provision of the Industrial Disputes Act, 1947. It is asserted that Mr. Param Bamba, Executive Director of Resort/respondent also threatened 57 workmen and asked them to submit their resignation from union membership and settle the full and final with the company otherwise he would have no other alternative except to terminate their services. It is asserted that the act of respondent not to implement the settlement dated 15.6.2015 and harass and victimize the union members and office bearer as well as termination of 57 workmen was an unfair labour practice and in violation of Section 25-T, 25-U, 29 read with 5th Schedule Clause 4(b) (f), 5 (a), 11,12 and 13 of the Industrial Disputes Act, 1947. It is submitted that all the 57 terminated workmen are still unemployed and not gainfully employed anywhere from the date of their illegal termination hence all are entitled for full back wages from the date of their illegal termination. It is prayed that in view of the aforesaid submissions the court may set aside illegal termination of 57 workers who are members of union and respondent/management be directed to reinstate their services along-with seniority and continuity in service with full back wages *w.e.f.* 13.8.2015 till the date of their reinstatement with all consequential service benefits.

3. In reply to the claim petition preliminary objections qua maintainability, conduct and acquiescence of petitioners union being barred to sue the respondent, suppression of material facts etc. have been raised. On merits, it is admitted that union has submitted a demand charter on 30.5.2015. It is however alleged that the workers of hotel even prior to submission of the demand charter had started "go slow tactics" deliberately to pressurize the management to concede to their demands however demand charter was under consideration by the management but in the mean time respondent got notice from Labour-cum-Conciliation Officer. It is asserted that workers union assured the respondent during the conciliation proceedings that they would mend their ways and will not observe any illegal tactics in future since their demands were conceded by the management. On their verbal assurance respondent agreed for settlement. It is denied that the respondent issued a false explanation letter to Mr. Kewal Kumar (waiter) President/Pardhan of worker union on 2.7.2015 with intention to send him out from services of the company/resort due to his union activity. However it is admitted that on 5.7.2015 the management received a reply from Kewal Kumar and letter/reply of Kewal Kumar dated 5.7.2015 was replied by the respondent *vide* re-memo dated 10.7.2015. It is denied that pardhan never received any memo dated 10.1.2015 however memo dated 2.7.2015 was rightly issued to Shri Kewal Kumar who despite given assurance on 15.6.2015 before conciliation officer that in future workers would not apply any such go slow tactics and perform all their duties fastened to their job as well as assuring smooth and blend functioning of hotel incited the workmen. It is asserted that the workers union had assured before the conciliation officer that peace, tranquillity and industrial harmony would be maintained at all costs. It is asserted that the management also thought that since workers demands were already considered as such they would maintain peace and do work in the hotel as per their job requirements. It is however alleged that Kewal Kumar continued with his illegal acts and even threatened the group of trainees deployed in the hotel of respondent by Rahat Bahara University Mohali from 10.6.2015 till 25.7.2015. It is denied that respondent had not submitted any application before competent authority to terminate the settlement dated 15.6.2015. It is further mentioned that high powered delegation comprising inter alia monastery heads union minister of government of India, Prime Minister of Tibetan Government in exile and some ministers of Eastern Estates were staying in the hotel under the aegis of Holiness Dalai Lama from 17.6.2015 to 28.6.2015. It is asserted that since the workers of hotel at the instance of union continued to observe the earlier tactics just to tarnish the image of hotels, as such the management was forced to make alternative arrangements to cope with the delegation in particular and other tourists in general who visited during month of June and July. It is alleged that instead of help and cooperation by the workers of hotel union they started showing hostile attitude against guests just to show their arrogant attitude and as such the respondent was left with no option but not to implement the settlement dated 15.6.2015. It is denied that on demanding of 7% increment to the workers of the respondent suspended the service of Mr. Kewal Kumar Pardhan. It is denied that Shri Param Bamba tried to break the strength of union members. It is averred that on 2.7.2015 respondent had already informed concerned departments for non implementation of the award *vide* letters dated 2.7.2015. It is asserted that workers union wrote a letter and copy of the same was addressed to different offices by them regarding non implementation of the award however they did not mention anywhere that they met with the respondent prior to writing the above mentioned letter. It is asserted that respondent received a letter from office of Labour-cum-Conciliation Officer Dharamshala on 23.7.2015 *vide* which the respondent was asked to appear in their office on 25.7.2015. On 25.7.2015 the respondent had submitted reply to the letter dated 23.7.2015. It is asserted that respondent had received a letter No.7/2015 dated 19.7.2015 from the Secretary of Hotel Karamchari Sangh on 25.7.2015 and the same was replied to them on 28.7.2015. It is asserted that during conciliation proceedings the workers of the hotel union continued the tactics of go slow and refused to do some of duties fastened to their job. It is asserted that as per settled during conciliation proceedings the workers are barred from resorting to direct action and as such the action of workers union was illegal and their arrogant and indiscipline attitude was just to disrupt the smooth functioning of the hotel. It is asserted that workers union continued to hold the

gate meetings during the working hours and absented from duties without prior permission and also threatened to go on indefinite strike. It is asserted that workers of union did not serve any mandatory notice prior to going on strike to the management or to any other authorities. It is asserted that behaviour of workers was not only irresponsible but also illegal. It is asserted that *vide* letter dated 24.7.2015 respondent informed Labour Commissioner, Shimla about illegal gate meetings held by the workers union of the hotel. It is alleged that the act and conduct of workers union of hotel the respondent had not only suffered huge financial loss of business but reputation of respondent was also lowered down in the eyes of clients. It is admitted that on submission of failure report of settlement of award dated 15.6.2015 by the Labour Inspector-*cum*-Conciliation Officer the matter was sent to the Labour Commissioner. It is asserted that failure of settlement of award dated 15.6.2015 was in the knowledge of workers union who attended the conciliation proceedings on 5.8.2015. On 8.8.2015 they went on one day token strike and thereafter continued their illegal strike knowingly and their act was illegal and against the provisions of the Industrial Disputes Act. It is alleged that the workers union during this period threatened the other members of staff, who refused to join them with dire consequences. It is also alleged that worker of union when gathered outside the hotel used filthy unparliamentarily, abusive and offensive language against the management of hotel as well as against the respondent. They threatened to vandalize and damage the property of the hotel. The respondent *vide* general notice dated 6.8.2015 notified that a worker who shall taking part in illegal strike would be treated as absent from duty and management would be at liberty to make alternate arrangements in their place. On 10.8.2015 the respondent again *vide* general notice advise them not to take part in illegal strike of union particularly when the matter is already referred to the Labour Commissioner, Shimla. It is asserted that the workers who were on illegal strike failed to come for their daily routine job so question of refusing them to attend job on these days did not arise at all. It is asserted that respondent had forced to engage the services of alternative workers in their place as the attitude of petitioner's union was against the interest of hotel. It is asserted that on 13.8.2015 specifically mentioned that some of workers against whom he had not yet made any alternative arrangement could be accommodated on humanitarian grounds and they furnished unqualified apology for their action and also not to resort illegal and irregular misconduct. It is alleged that the worker of union were deliberately not providing the proper services to the customers and the respondent had received number of complaints against them however after August, 2015 the respondent engaged alternative arrangement and the hotel again started receiving appreciation from the customers. It is asserted that some of workers who tendered their apology were already taken back and they are still in service of the respondent. It is asserted that the worker union deliberately pressurized the respondent to concede their demands and adopted go slow tactics and illegal activities. It is asserted that the action of the respondent was not against the mandatory provisions of the Industrial Disputes Act, 1947. It is denied that the respondent threatened the workmen and asked them to submit resignation from the union membership. It is asserted that there was no violation of Sections 25-T, 25-U, 29 read with 5th Schedule Clause 4 (b) (f), 5 (c), 11, 12 and 13 of the Industrial Disputes Act, 1947. It is denied that 56 workers were terminated by respondent illegally. It is also denied that the workers are still unemployed and not gainfully employed anywhere thereafter. It is alleged that the worker union had submitted a wrong list of workers knowing full well that some of the workers have not signed any documents with them and are already working with the respondent. All other averments made parawise in the petition are denied and it is prayed that the petition deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether action of the respondent to not allow Sh. Ajay Kumar & others 56 workers (as per list enclosed from sr. no.1 to 57) to resume their duty *w.e.f.* 13.8.2015

- after calling off the strike and appointing 38 fresh workers is/was not legal and justified as alleged? ..*OPP.*
2. If issue no.1 is proved in affirmative to what service benefits the petitioners are entitled to? ..*OPP.*
 3. Whether the claim petition is not maintainable in the present form as alleged? ..*OPR.*
 4. Whether the claim petition is debarred to sue respondent by act, conduct & acquiescence as alleged in preliminary objections no.2 of reply? ..*OPR.*
 5. Whether the petitioner has not approached the court with clean hands as alleged? ..*OPR.*
 6. Whether the petitioner has suppressed the true and material facts from the court as alleged? ..*OPR.*

Relief.

6. Considering the onus on petitioners the word “not” is added to amend the issue No.1.
7. The petitioners in order to prove their case examined Shri Kewal Kumar s/o Shri Bir Singh, Pardhan of workers union as PW1 by way of affidavit Ext. PW1/A. He has also produced on record copy of list of employees Ext. PW1/B, copy of letter dated 8.7.2015 Ext. PW1/C, copy of letter dated 27.8.2015 RTI information Ext. PW1/D, copy of letter dated 30.7.2015 Ext. PW1/E, copy of letter dated 12.8.2015 Ext. PW1/F and copy of settlement dated 15.6.2015 Ext. PW1G. Some members of the workers union have also examined themselves in this case as PW2 to PW46 by way of affidavits Ext. PW2/A to Ext. PW46/A. They all stated that Shri Kewal Kumar is the Pardhan of their union which is Ext. PW1/B and their names were figured at serial nos. 23, 30, 16, 48, 27, 22, 29, 15, 04, 09, 51, 54, 19, 44, 34, 46, 33, 01, 49, 53, 50, 55, 20, 41, 36, 18, 31, 45, 02, 37, 32, 21, 24, 25, 26, 08, 28, 06, 43, 52, 3, 42, 47 and 11 respectively.
8. Respondent on the other hand has examined Shri Amit Chaudhary, Labour Inspector, Dehra as RW1. He states that the proceedings are Ext. PW1/G. He stated that compromise/conciliation had taken into effect *w.e.f.* 16.6.2015 and letter dated 25th July was received from Executive Director of respondent with regard to non implementation of settlement dated 15.6.2015 and copy of the same is Ext. RW1/A. He states that Mark-R1 dated 15.6.2015 is not on the records of his office. Ext. RW1/B was received by their office He stated that letter dated 12.8.2015 was received from the office of Additional Deputy Commissioner, Dharamshala regarding non implementation of settlement by workmen and illegal suspension of the president of the union. It is stated that on this complaint both the parties were summoned but conciliation failed and the matter was referred to government and reference dated 22.8.2015 was forwarded by the appropriate Government to this court. Respondent has also examined Shri Naresh Kumar, Labour Inspector Dharamshala as RW2 and stated that he has brought the requisitioned record. Statement of Shri Amit Chaudhary, Labuor Inspector, Dehra has also recorded and he stated that in the year 2015 he was posted as Labour Inspector Dharamshala. He had gone through the record brought by Shri Naresh Kumar, Labour Inspector Dharamshala. He states that application was received on 2.7.2015 from the respondent management informing that the management had not prepared to abide by the prior settlement entered between the parties. He had seen copy of application which is Ext. RW1/A. He has issued notice dated 23.7.2015 to respondent and respondent has filed reply to the notice dated 25.7.2015 as Ext. RW1/B. He has stated that he has summoned both the parties and failure of the statement he has referred the matter to Labour

Commissioner. Respondent has also examined Shri Param Bamba, Executive Director, M/s Surya Resorts Pvt. Ltd by way of tendering affidavit and also produced the documents *i.e.* letter dated 25.6.2015 Ext. RW3/A, letter dated 12.6.2016 Ext. RW3/B, letter dated 2.7.2015 Ext. RW3/C, memo dated 2.7.2015 Ext. RW3/D, letter dated 10.7.2015 Ext. RW3/E, office order dated 15.7.2015 Ext. RW3/F, letter dated 16.7.2015 Ext. RW3/G, letter dated 24.7.2015 Ext. RW3/H, letter dated 28.7.2015 Ext. RW3/J, Notice dated 8.6.2015 Ext. RW3/K, notice dated 10.8.2015 Ext. RW3/L, letter dated 6.8.2015 Ext. RW3/M, letter dated 8.8.2015 Ext. RW3/N, reply to the application Ext. RW3/O, letter dated 13.8.2015 Ext. RW3/P, letter dated 14.9.2015 Ext. RW3/Q, feedback forms Ext. RW3/R, copy of statement Mark A-1, statements Mark A-2 to 4, letter dated 16.11.2015 Mark A-5 and Guest reviews Mark A-6 to 17. Shri Aman Sharma, Manager Sr. Operations Manager, Surya Resorts Pvt. Ltd. Mcleodganj examined by the respondent by way of affidavit Ext. RW4/A. He has produced on record copies of ITRs Ext. RW4/B to Ext. RW4/D, Pen Drive Ext. RW4/E and certificate Ext. RW4/F. RW5 Shri Anirudh Thakur, Sr. Assistant, Labour Court-cum-Industrial Tribunal Dharamshala by way of examination-in-chief wherein he has stated that a Reference No.368/2015 titled as Pradhan Worker Union vs. Executive Director Surya Resorts is pending which was issued by the Dy. Labour Commissioner on 6.8.2015 and the same was registered as Reference No. 368/2015 which as follows:—

“Whether non implementation of the settlement Deed 15.6.2015 arrived under Section 12 (3) of the ID Act 1947 between Pradhan Workers Union Surya Resorts and Executive Director, M.D. Surya Resorts by the Executive Director M.D. Surya Resort consequent upon alleged to slow by the workers, non performance of duty as per duty chart and continuous of slogans shouting by the workers w.e.f. 22.7.2015, resultant causing Industrial unrest is legal and justified? If not, to what effects”.

It is further stated that worker union has filed claim petition on 26.10.2015 through Pradhan wherein stated that 57 workers were terminated and the list of workers is available with that reference in which total 63 names and which worker list in this case (Reference No.433/2015) is attached as Ext. PW1/B. Respondent further examined Shri Naresh Kumar, Labour Inspector-cum-Conciliation Officer, Kangra at Dharamshala as RW6 wherein he has stated that he has seen Ext. RW3/P and the same is available on the office record. Respondent also examined Shri Amit Chaudhary, Labour Officer-cum-Conciliation Officer, Kangra at Dharamshala as RW7 wherein he has stated that as per office order dated 23.6.2025 he is authorized by the Labour Commissioner to lead evidence before the court which is Ext. RW7/A and the same was received by him by way of email. He has also produced Ext. RW7/B, Ext. RW7/C, Ext. RW7/D, Ext. RW7/E, Ext. RW7/F, Ext. RW7/G, Ext. RW7/H, Ext. RW7/J, Ext. RW7/K, Ext. RW7/L and Ext. RW7/M. He has stated that other peoples record is not available with them and they had written to the relevant authorities for the same. Respondent has further examined Shri Amit Chaudhary, Labour Officer-cum-Conciliation Officer Kangra at Dharamshala as RW8 by way of examination-in-chief wherein he has stated that as per Ext. RW8/A which is letter dated 25.6.2015 and contained employment certificate and office order of Sachin Thakur s/o Sh. Parmeshwar according to which said person employed in Home Guard 8th Battalion Dharamshala. He produced copy of letter dated 2.7.2015 Ext. RW8/B and copy of Memo dated 16.7.2015 Ext. RW8/C.

9. I have heard the learned Authorized Representative/Counsel for petitioner and learned Counsel for the respondent at length and records perused.

10. 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	: Decided accordingly
Issue No.3	: No
Issue No.4	: No
Issue No.5	: No
Issue No.6	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

11. This reference is pursuant to industrial dispute between management M/s Surya Resorts Pvt. Ltd. and its 57 workers. The genesis of the dispute is a settlement dated 15.6.2015 under Section 12 Clause 3 of the Industrial Disputes Act, 1947 entered, signed and registered before Labour-cum-Conciliation Officer. PW1 Shri Kewal Kumar Pradhan of the Union of the employees gave a statement narrating the facts which culminated into dispute. The workers had presented demand notice subsequent to resolution in the meeting of union. The demand notice is dated 30.5.2015. 56 workers continued to work with the respondent till 8.8.2015. On 5.8.2015 the office bearers of union had given written application to management to give benefit of settlement regarding increase of pay of the workers as the respondent in violation of the settlement had not increased the pay. Shri Kewal Kumar states that from 9.8.2015 to 12.8.2015 respondent closed the gates of work place and did not allow the petitioners to join their duties. The respondent without any show cause notice, charge-sheet, without retrenchment compensation and without any inquiry, terminated the services of the workmen in violation of basic provisions of the Industrial Disputes Act, 1947. Respondent had also not given information of this action to appropriate authority. The eight days of pay of workers from 1.8.2015 to 8.8.2015 was also not paid to the workers. He alleged that the workmen were terminated as respondent did not wish the workers to be part of the union and also intended that the workers should not receive the benefits of continuous service under various labour laws. No opportunity of employment was afforded to the petitioners even though new workmen were employed in their place. The statement of 45 workmen regarding the description of the nature of their job, period of employment has been recorded separately before this court. Each of these workmen have alleged that they continuously worked with respondent till 8.8.2015 from the date of their individual employment.

12. All these workmen have alleged that from 9.8.2015 to 12.8.2015 the respondent had closed the gates of work place. An agreement was entered into between the union and the respondent in the office of Labour Officer Dharamshala regarding increase in the pay of the workmen on 15.6.2015. This increase was not introduced by the management after the agreement. Union had made a written request dated 5.8.2015 to the management to increase the pay in accordance with the settlement despite this the management did not give effect to the settlement hence the workmen resorted to one day strike. After this *w.e.f.* 9.8.2015 to 12.8.2015 none of the workers who were members of the union were allowed to enter the gates of hotel premises. They alleged that 56 workmen were terminated by the respondent without any show cause notice, charge-sheet, retrenchment compensation or inquiry. The action of the respondent is alleged to be essentially due to workmen being members of the union. These petitioners have also alleged that

they are unemployed since the date of their termination. All the workmen had sought reinstatement, seniority and continuity with all service benefits. Shri Kewal Kumar has withdrawn his claim on the ground that his services were not terminated but only suspended by the respondent.

13. In order to oppose the claim of petitioners RW3 Shri Param Bamba has stated on oath in his affidavit that on 15.6.2015 an agreement was entered between the petitioners and deponent regarding payment of increment to the workers of respondent hotel. Shri Kewal Kumar had signed the settlement on behalf of workmen. This settlement was to be effected *w.e.f.* 16.6.2015. At the time of settlement workmen assured that they will cooperate in smooth functioning of hotel. However after the settlement Shri Kewal Kumar incited the workmen to adhere to “go slow tactics” which would not only tarnish the image of hotel but also cause monetary loss to the respondent. He alleges that earlier also there were reports against Shri Kewal Kumar that he provokes the workers and misbehaved with guests. On 15.6.2015 Mr. Niladhari, General Manager of the Hotel reported that despite settlement the workers are not performing their duty sincerely merely due to incitement given by Shri Kewal Kumar. He also informed that despite repeated requests by the management that the demand of workers has been accepted and they must keep cordial attitude towards guests and others, the Pradhan of the union and other workers threatened the students of Rihyat and Bahara university. Being tired of the members of the union new workers were engaged by way of alternative arrangement and this forced the respondent to withdraw from settlement. The information qua revocation of the settlement was given to the higher authorities within reasonable period. On 2.7.2015 memo was issued to Pradhan Shri Kewal Kumar and information was given to the Labour Officer regarding reasons for withdrawal from settlement. On 25.6.2015 Shri Kewal Kumar entered into altercation with Shri Sanjay Kumar, Manager and accordingly memo dated 2.7.2015 was issued to Shri Kewal Kumar to which he had not replied till date. Shri Kewal Kumar was suspended on 15.7.2015 thereafter Shri Kewal Kumar and union had pressurized the management to take back the suspension order of Shri Kewal Kumar. On 22.7.2015 Shri Kewal Kumar held an unauthorized meeting of workers at the hotel main gate without any notice. He also abused the hotel management staff. On 5.8.2015 before Labour Inspector petitioners were made aware of revocation of the settlement and also that report has been sent to the Labour Commissioner for further proceedings in this case. Despite this fact on the incitement of Shri Kewal Kumar all petitioners went on strike from 8.8.2015 to 12.8.2015. As the workmen were not coming for duty the management was forced to keep new staff for the running of hotel. When the petitioners became aware of the fact that hotel management had employed new workers they requested that they may be allowed to return to work.

14. The hotel management informed the union that they would allow workers to work only on vacant posts besides this since reference had been received qua the dispute the management would allow only those workmen to join who were ready to apologize. The workers who admitted their mistake were allowed to join. He alleges that the conduct of the petitioners had caused monetary loss and loss of reputation to the hotel and new workers were employed as they were necessary for the smooth functioning of hotel in absence of petitioners who were on strike. He alleges that petitioners were raising slogans on the main gate during duty time without any cause which caused hindrance to the work of the hotel.

15. It is clear from the statement of RW5 Shri Anirudh Thakur, Sr. Assistant, Labour Court that a separate reference No.368/2015 was received regarding non implementation of the settlement deed dated 15.6.2015 and go slow tactics, non performance of duty, continuous slogans shouting by the workers *w.e.f.* 22.7.2015. Thus legality of the non implementation of the settlement is not for consideration in the present reference.

16. All the petitioners have alleged that they were not allowed to enter the premises for joining duties from 9.8.2015 onwards till 12.8.2015 and their services were terminated on

13.8.2015. The factum of strike on 8.8.2015 is not disputed by the petitioners. In-fact petitioners have themselves stated this fact in their deposition. Learned counsel for the respondent has vehemently argued that strike of the workmen was illegal more specifically since report has sent to the Labour Inspector and to the Labour Commissioner with regard to dispute between the parties for further proceeding. Section 22 (1) (a), (b), (c), (d) and Section 23 Clause (a) of the Industrial Disputes Act, 1947 is produced as follows:—

“22. Prohibition of strikes and lock-outs.—(1) No person employed in a public utility service shall go on strike in breach of contract—

- (a) without giving to the employer notice of strike, as hereinafter provided, within six weeks before striking; or
- (b) within fourteen days of giving such notice; or
- (c) before the expiry of the date of strike specified in any such notice as aforesaid; or
- (d) during the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings”.

“23. General prohibition of strikes and lock-outs. - No workman who is employed in any industrial establishment shall go on strike in breach of contract and no employer of any such workman shall declare a lock-out-

- (a) during the pendency of conciliation proceedings before a Board and seven days after the conclusion of such proceedings”.

17. Penalty for illegal strike is provided under Section 26 of the Industrial Disputes Act, 1947. PW1 Shri Kewal Kumar has denied that the workers were aware of the fact that there is dispute with the management with respect to the settlement dated 15.6.2015 and Labour Officer has sent the information to Labour Commissioner. RW1 Shri Amit Chaudhary, Labour Inspector has however stated in his deposition as follows *“A letter dated 25th July was received from the Executive Director of the respondent with regard to non implementation of settlement dated 15.6.2015 and copy of the same is Ext. RW1/A. Mark-R1 dated 24.7.2015 is not on the records of my office. Ext. RW1/B was received by our office. A letter dated 12.8.2015 was received from the office of the Additional Deputy Commissioner, Dharamshala. It was in fact on the basis of complaint made by the Hotel Management to the Deputy Commissioner regarding non implementation of the settlement by workmen and regarding illegal suspension of the President of the union. On this complaint both the parties were summoned and when conciliation failed, the matter was referred to appropriate Government and reference dated 22.8.2015 was forwarded by the appropriate Government to this Court”*. On 29.7.2015 petitioners union had complained to Deputy Commissioner qua non implementation of settlement and victimization and on 5.8.2015 both parties were called by Labour-cum-Conciliation Officer. The above statement uncontroverted clearly proves that both the parties were summoned and informed about reference being sent to Labour Commissioner but this was pursuant to letter Ext. PW1/E from Additional Deputy Commissioner, Dharamshala to the Labour Officer after raising of complaint by union. *Vide* letter Ext. PW1/F the union had withdrawn the strike on being aware of the reference made to the Labour Court. The union/workmen went on strike for non implementation of settlement under Section 12 Clause 3 of the Industrial Disputes Act, 1947 even when the specific remedy in case of violation of settlement is provided under the Act and Labour-cum-Conciliation Officer was already ceased of

the matter thus this strike by the petitioners from 8.8.2015 to 12.8.2015 was per se illegal and not justified.

18. The another most important aspect of the case is that the union had called off strike on 12.8.2015 but w.e.f. 13.8.2015 they were allegedly not allowed to enter the hotel premises for joining their duties. RW3 Shri Param Bamba has stated in his cross-examination, *"it is incorrect that we did not allow all the 57 petitioners to enter in the hotel premises and to work on 13.08.2015. Self stated that these workers had gone on strike on 08.08.2015 to 12.08.2015 and we had recruited few fresh workers and we had asked the workers to join duty after tendering apology and some of them tendered apology and joined the work and rest of them did not join the work. I do not remember that neither we have pleaded nor have I stated in my affidavit that we had asked the workers to tender apology. Self stated that we have written letter to the workers. It is correct that we had not written letters individually to each worker to join duty. It is correct that all the petitioners were our employees and they were working in different capacities from different dates till August, 2015. It is correct that we had not issued notice with regard to misconduct to each worker. Self stated that we had issued notice to some of the workers and also to the Hotel Karamchari Sangh. We had issued show cause notice to Kewal Kumar, Kamaljeet, Shubh Charan, Desh Raj etc. I do not remember that we have not pleaded the same in our reply. We have not challenged the reference made by the Government before the Hon'ble High Court. We have not charge sheeted any workman for misconduct except Kewal Kumar. Self stated that we have not terminated the services of the petitioners. I do not know that the standing orders are applicable to the hotel having 50 employees"*. The above statement clearly establishes that 57 petitioners were not allowed to resume their work on 13.8.2015. This fact is admitted by RW4 Shri Aman Sharma, Operations Manager of the respondent Hotel. All the petitioners have deposed in the individual statement qua date of employment and date of termination i.e. 13.8.2015. They all deposed during the period of work that they worked continuously without any breaks. Their cross-examination shows that respondent has not disputed the period of employment and fact that petitioners had worked continuously as per requirement of Section 25-B of the Industrial Disputes Act, 1947. This being established the workers are claiming that their services were terminated on 13.8.2015. Section 2 Clause (oo) of the Industrial Disputes Act, 1947 defines retrenchment as follows:-
 "2(oo) ["retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include - [Inserted by Act 43 of 1953, Section 2 (w.e.f. 24.10.1953).]

(a) voluntary retirement of the workman; or

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

19. Undoubtedly no retrenchment compensation was ever paid to the workmen by the respondent. RW3 Shri Param Bamba states that the workers were not terminated by the respondent and they had not returned for work. It is also clear from his statement that the respondent had not allowed the workers back on their duties except on vacant posts and/or if the workers were intending to furnish apology. There is nothing on record to show that any such notice had been issued by the respondent to the petitioners individually. The services of the workmen were dispensed with on 13.8.2015 without any disciplinary action on account of alleged illegal strike or misconduct. No show cause notice except to Kewal Kumar, Kamaljeet, Shubh Charan, Desh Raj were individually issued to the workers. Shri Kewal Kumar was allegedly suspended. There is no charge-sheet in respect of any of the workmen including workmen named above. The case of petitioners clearly falls within the ambit of Section 2 Clause (oo) and the compensation under Section 25-F of the Industrial Disputes Act, 1947 was mandatory. Admittedly 62-65 workmen were

working in the hotel at the relevant time. Respondent was well aware of the reference proceedings before Labour Court but they still dispensed with/terminated the services of the petitioners in violation of Section 33 and 33-A of the Industrial Disputes Act, 1947. The Hon'ble Supreme Court in **Punjab National Bank Ltd. vs its Workmen, AIR 1960 page 160** has held in similar set of circumstances as follows:—

“As has been held by this Court in the National Transport and General Co. Ltd. v. The Workmen (1), however much the court may sympathise with the employer's difficulty caused by the fact that after the wrongful dismissals in question he had engaged fresh hands, the court cannot " overlook the claims of the employees who, on the findings of the tribunals below, had been wrongly dismissed. " In the case of such wrongful (1) Civil Appeal No. 312 of 1956- Decided by this Court on January 22, 1957. dismissal the normal rule would be that the employees thus wrongfully dismissed must be reinstated. " The hardship in question ", observed this Court, " has been brought about by the precipitate action of the appellants themselves who dismissed their workmen without holding the usual enquiries after framing a proper charge against them. If they had proceeded in the usual way and given a full and fair opportunity to the workmen to place their case before the enquiring authority, the result may not have been so bard”.

20. The evidence which has been produced before this court establishes that strike of the workers was illegal. It was incumbent upon the management to deal with the conduct of the petitioners in the manner provided under the law. It is already mentioned above that no disciplinary proceedings were initiated against any of the workers. The proceeding against Shri Kewal Kumar does not appear to have met logical end. It is clear that the action of the respondent not to allow 56 petitioners as per list to resume their duties *w.e.f.* 13.8.2015 after calling off the strike and also appointing 38 fresh workers without giving an opportunity of employment to the petitioners and when dispensing with the services of the petitioners except in accordance with due process was not legal and justified. Issue No.1 is accordingly decided in the favour of the petitioners and against the respondent.

Issue No. 2

21. Learned Counsel for the respondent has vehemently argued that the management was not left with an option but to appoint fresh workers in order to ensure the smooth functioning of the respondent hotel. The evidence clearly shows that the strike conducted by the petitioners was not in accordance with law. In these circumstances the petitioners are not entitled for any benefits and relief. He has also submitted that the evidence on record shows that most of the petitioners have ancestral land and they are cultivating the same for the purpose of their livelihood. Some of petitioners have joined service at different place. In these circumstances the relief of reinstatement should not be granted in the favour of the petitioners.

22. It is pertinent to mention here that 56 workers who have preferred claim before this court were dependent on the salary received from the respondent for the purpose of their livelihood. There was ongoing dispute with management with regard to the increase of salary/increment. Consequent to this dispute there was a strike. In the present reference this court is considering action of the management/respondent while dispensing with the services of the petitioners. The management has terminated the services of the petitioners by not allowing them to join their duties without any proceeding which would have proved misconduct on their part. The Management has violated the principle of natural justice and did not provide due compensation to the petitioners as per the provisions of the Industrial Disputes Act, 1947. In addition to it, new workers were appointed without giving any relief to the terminated workers. In these circumstances the petitioners are held entitled for the reinstatement from the date of their termination on the posts

held by them at the relevant time. The petitioners are also entitled to 50% of the back wages from the date of their termination till their reinstatement. This issue is decided accordingly.

Issues No. 3,4,5 & 6

23. The onus of proving these issues was on the respondent. It is already been discussed while deciding issues no.1 and 2 above that though there was strike by the workers which according to the management was accompanied with various instances of misconduct however no proper action by way of due process was initiated and completed by the management against these workers. The termination of the petitioners took place in violation of the provisions of the Industrial Disputes Act, 1947. Thus the present claim is maintainable. It cannot be said that petitioners did not approach the court with clean hands and suppressed the material facts as the factum of strike was not suppressed or disputed by the petitioners. Thus issues No. 3,4,5 and 6 are decided in the favour of the petitioners and against the respondent.

RELIEF

24. In view of my discussion on the issues no. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioners are held entitled for the reinstatement from the date of their termination on the posts held by them at the relevant time. The petitioners are also entitled to 50% of the back wages from the date of their termination till their reinstatement. Parties are left to bear their costs.

25. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 25th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal ,
Kangra at Dharamshala (H.P.).

**IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP) (CAMP AT UNA)**

Reference No. : 32/2021
Date of Institution : 05-3-2021
Date of Decision : 30-3-2026

Shri Parshotam Chand s/o Shri Udham Singh, r/o Village & P.O. Shamirpur, Tehsil & District Kangra, H.P. *..Petitioner.*

Versus

1. M/s Divya Himachal Prakashan Pvt. Ltd., Head Office at Kangra-Pathankot Marg, Mataur, Tehsil & District Kangra, H.P. through its Chairman-cum-Managing Director.

2. M/s Samarpan Printers, Kangra-Pathankot Marg, Purana Mataur, Tehsil and District Kangra, H.P. through its Partners/Proprietors. *..Respondents.*

**Reference under Section 10 (1) of
the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR

For the Respondent(s) : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

AWARD

This is a claim petition under Section 2-A (2) of the Industrial Disputes Act, 1947 filed directly before this court after completion of mandatory period of 45 days of filing of dispute before the Conciliation Officer.

2. The brief facts as stated in the claim petition are that the applicant/workman was employed as Designer/Page Maker on 22.7.2007 by respondent no.1 management M/s. Divya Himachal Prakashan Pvt. Ltd. without appointment letter and the applicant was deputed to work in head office of respondent/management situated at Kangra-Pathankot Marg, Old Mataur, Kangra, H.P. The salary of applicant/workman was paid by the respondent management in his salary account No.65125562251 in the branch of State Bank of Patiala (now merged into SBI) branch at Kangra city. After the appointment of applicant the provident fund was not deducted by the respondent. It is asserted that the respondent management is a body corporate registered under the Companies Act, 1956 (amended as Act, 2013) having its registered office at Kangra-Pathankot Road, Old Mataur, Kangra, H.P. and primary business of company is to publish and print a newspaper in the name and style of 'Divya Himachal'. The printing centre of the respondent management is also situated in the same establishment at Kangra-Pathankot Marg, Old Mataur, Kangra, HP and registered as partnership firm in the name and style of M/s Samarpan Printers and Shri Bhanu Dhamija is the Chairman-cum-Managing Director and Shri Anil Soni is the Director-cum-Editor-cum-Printer/publisher of the company and its newspaper 'Divya Himachal' and both are the proprietors/partners of the Printing Press M/s Samarpan Printers as well as functional integrity and common control of the managements of both establishment of respondent/management. The service conditions and wages of applicant/workman were governed by The Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955, hereinafter referred to as the 'Governing Act' enacted by the Parliament. It is asserted that the applicant/workman falls under Section 2(c) and 2 (f) of the Governing Act and defined a non-journalist newspaper employee of the concerned newspaper establishment as well as applicant/workman was also workman in terms of Section 2(s) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity). It is asserted that the respondent/management and printing press *i.e.* M/s Samarpan Printers are covered under the Governing Act and falls within the definition of Single Newspaper Establishment in terms of Section 2(d) read with Schedule of the Act, whereas Daily Divya Himachal is a Hindi daily newspaper of the respondent/management falls under Section 2b of the Governing Act. In terms of Section 14 of Governing Act the Industrial Employment (Standing Orders) Act, 1946 applicable to the respondent/management but the respondent/management not got certified its standing orders in terms of Section 14 of Governing Act and in terms of the Industrial Disputes Act, 1947 the respondent/management falls within the provisions of Chapter VB and also in terms Section 2(m) of Factories Act, 1948 the respondent management falls within the definition of the factory. The Government of India, Ministry of Labour *vide* notification dated 24.5.2007 constituted the Wage

Boards in terms of Section 9 and 13B of the Governing Act to review and determine the wages and service conditions of Newspaper Employees including that of the applicant/workman. Thereafter the Wage Board submitted its recommendations to the Government on 31st December, 2010 and the Central Government accepted the same *vide* notification dated 11.11.2011 made the award enforceable subject to the decision of Hon'ble Supreme Court in writ petitions filed by the owners of newspapers against the Wage Board and its recommendations. Wage Board submitted its recommendations on 31st December, 2010 *vide* notification dated 11.11.2011 the award was made enforceable. The Hon'ble Supreme Court *vide* its judgment in ABP Pvt. Ltd. & Anr. Vs. Union of India & Ors. AIR 2014 SC 1228 dismissed the objections and petition against Majithia Wage Board and its recommendations and the Newspaper Establishment were directed to implement the same *w.e.f.* 11.11.2011. It was also directed that arrears be paid upto March, 2014. It is alleged that respondent management did not implement recommendations of Majithia Wage Board and did not revise wage and interim relief of the employees who were continuously demanding the revised wages and service conditions. In the contempt petition (Civil) no. 411 of 2014 reported in Avishek Raja & Ors. vs. Sanjay Gupta, AIR 2017 SC 2955, the Hon'ble Supreme Court further passed directions and clarifications on some legal issues in this judgment on 19.6.2017. In accordance with this judgment the newspaper establishment was under obligation to pay the dues to the confirmed employees along-with contractual employees in terms and directions passed in previous judgment dated 7.2.2014. It is again alleged by claimant that he was not being paid his dues and wages in accordance with the Wage Board notification and the management was disobeying the orders of Hon'ble Supreme Court. It is prayed that the act of the management terminating the services of petitioner be held to be illegal unjust and void. Petitioner may be reinstated in service from the day from he was ousted from service along-with full back wages, seniority and other consequential/past service benefits. It is also prayed that petitioner be held entitled for compensation on account of act of victimization by the respondents. The claimant/workman was demanding the dues since the judgment dated 7.2.2014 however the respondent had made excuses one after the other and now refused to pay the same to the claimant and he was pressurized for forced resignation. The management started victimization of all employees inclusive of claimant/workman who demanded their legitimate dues. The victimization was resorted to by forced resignation of large number of employees but the claimant/workman had denied giving forced resignation. It is asserted that the claimant/workman along with other aggrieved employees had filed a complaint with regard to forced resignation of employees by the management before Additional Chief Secretary (Lab. & Emp.) of H.P. Government. The Labour Commissioner of H.P. and Labour Inspector, Dharamshala *vide* letters dated 10.7.2019, 14.7.2019 and 31.7.2019 respectively. Thereafter Principal Secretary (Lab. & Emp.) of H.P. Govt. Had issued the directions to the Labour Commissioner of H.P. for necessary action on it *vide* letter dated 29.7.2019 and 19.8.2019 respectively. Labour Commissioner through Deputy Labour Commissioner had issued directions to the Labour Office Dharamshala *vide* letter dated 1.8.2019 and 23.8.2019. It is specifically prohibited by the express provision of Section 16-A of the Working Journalist and Other News Paper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 to victimize the employees for demanding their dues from the management but the management continued to take vindictive action against the employees including the claimant/workman in the present matter. Management disregarded the statutory provision by way of threatening claimant/workman to extract signatures on the forced resignation and full and final settlement documents on 22.7.2019 however shifted his services in digital media company/firm to avoid the MWB Award. It is submitted that this act of the respondent was contrary to the provisions of the Industrial Employment (Standing Orders) Act, 1946 applicable to the services of workman in terms of Section 14 of the Governing Act. It is alleged that forced resignation and signatures on the full and final settlement document with back date of the application is illegal, arbitrary, unlawful and void ab-initio in the face of Section 14 & 16-A of Governing Act as well as violation of Sections 25 Clauses F and N and other provisions of the Industrial Disputes Act, 1947. When the claimant had denied following the above illegal, unjust, arbitrary and unconstitutional directions of the officials of the management, the services of

the claimant were terminated. It is asserted that after the victimization by way of pressurizing to extract the forced resignation the petitioner was restrained to join the duty by the respondent/management. The claimant/workman submitted that the illegal, arbitrary, unfair, malafide, voidable and unjust act of management to extract the forced resignation as well as full and final settlement document on 4.8.2019 is liable to be quashed and set aside. The claimant is unemployed due to illegal and unjust act of the respondents/management and still facing financial hardships for livelihood. It is prayed that the act of the respondents of dated 4.8.2019 to extract forced resignation and full and final settlement document is liable to be quashed and set aside. Petitioner may be reinstated in service from the day from he was ousted service along-with full back wages as per recommendations of Majithia Wage Board, seniority and other consequential/past service benefits along with litigation costs.

3. In reply filed on behalf of the respondents preliminary objections qua maintainability, abuse of process of law, claimant not falling under definition of 'workman' under the Industrial Disputes Act, locus standi, resjudicata and wilful abandonment of service by the petitioner have been raised. On merits, it is denied that respondent had violated the provisions of Sections 33, 25-F and 25-N of the Industrial Disputes Act, 1947. It is admitted that the petitioner was engaged *w.e.f.* 22.7.2011 and it is denied that applicant was appointed as Designer/Page Maker whereas he was appointed as Jr. Executive. It is further submitted that the present application under Section 2-A of the Industrial Disputes Act, 1947, the applicant cannot raise any issue with regard to Employees Provident Fund. It is denied that there was functional integrity and common control in the management of M/s Divya Himachal Prakashan Pvt. Ltd. and M/s Samarpan Printers. It is asserted that the same person can be an owner of two different establishments but does not mean that there is a functional integrity and common control in the managements of both establishments. It is further asserted that Divya Himachal Prakashan Pvt. Ltd. and Samarpan Printers are two different establishment having different registration number, EPF Code number, PAN number, GST number etc. It is asserted that the applicant does not fall under the definition of workman within the meaning of Section 2(S) of the Industrial Disputes Act, 1947 as such the applicant was drawing more than Rs.10000/- per month at the time of this resignation. It is asserted that the respondent establishment does not fall under the definition of factory as defined under the Factory Act, 1948. It is further asserted that the Labour Department Himachal Pradesh had not covered the respondent establishment under the Factory Act, 1948. It is further asserted that the Standing Orders had already been submitted before the competent authority for certification and the same is still pending for certification. Moreover the Model Standing Order Act, 1946 is applicable to the respondent. It is further mentioned that contents of the petition regarding the Majithia Wage Board compliance does not have any relevancy in the light adjudication to be made by this court. Moreover, regarding Majithia Wage Board now the petitioner had filed separate claim petition which is pending before this court. It is denied that the respondent management victimized the applicant and forced him to submit his resignation. It is asserted that the police had not conducted any investigation in this regard against the respondent management till date. It is further asserted that fake and false stories have been created by the authorized representative of the applicant with an intention to create pressure upon the respondent management. It is asserted that the respondent management had not applied any pressure upon the applicant to give his resignation from service. It is submitted that applicant/claimant submitted his resignation on 4.6.2019 applicable *w.e.f.* 30.6.2019 and thereafter he has received his full and final settlement from the respondent/management. The applicant had written totally false story in the present petition whereas the true fact is that the applicant voluntary gave his option under paragraph 20(J) of the Majithia Wage Board recommendations to retain his existing wages/emoluments. The management had also not terminated the services of applicant rather he himself submitted his voluntary resignation from service as well as settled his full and final dues. It is denied that resignation and full and final settlement was forcibly extracted on 4.8.2019 but the true fact is that applicant has submitted his voluntary advance resignation on 5.6.2019 and mentioned that he could not provide his service to M/s Divya Himachal *w.e.f.*

30.6.2019. Accordingly resignation of applicant was accepted and his full and final dues have been paid *vide* cheque no.704963 dated 13.8.2019 amounting to Rs.74629/-. It is further submitted that the applicant possesses ample cultivated land and is earning his livelihood as an agriculturist. Other averments and allegations made in the claim petition were denied and it is prayed that the claim deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether act of the respondent regarding forceful resignation as well as full and final settlement of the services of the petitioner is/was illegal and unjustified as alleged? ..*OPP*.
2. If issue no.1 is proved in affirmative to what relief the petitioner is entitled to? ..*OPP*.
3. Whether the petitioner is not a workman for the purpose of this reference. If yes its effect? ..*OPR*.
4. Whether the petitioner has resigned from the services in the manner as alleged. If yes its effect? ..*OPR*.

Relief.

6. In order to prove his case the claimant/petitioner has produced on record his affidavit Ext. PW-1 wherein he reiterated the fact stated in the petition. He also produced on record copy of letter dated 1.8.2019 Ext.P-1, letters dated 10.7.2019 Ext. P-2, letter dated 14.7.2019 Ext. P-3, letter dated 31.7.2019 Ext. P-4, letter dated 29.7.2019 Ext. P-5, letter dated 19.8.2019 Ext. P-6, application dated 22.8.2019 Ext. P-7 and application dated 18.11.2019 Ext. P-8. The petitioner has also tendered in additional evidence documents *i.e.* Ex. P9 and P10, copy of bank account statement Ex. P11, copy of letter dated 19.8.2019 Ex. P12, copy identity card Ext. P13, copy of letter dated 23.8.2019 Ext. P14, copy of complaint dated 8.8.2019 Ext. P15 and copy of notice under Section 17 (1) of WJ Act 1955 dated 12.9.2019 Ext. P16 and copy of DDR Ext. P17.

7. Respondent has examined Shri Hitesh Kotia s/o Shri R.S. Kotia by way of affidavit Ext. RW1/A wherein he reiterated the facts mentioned in the reply. He also produced on record copy of letter dated 27.6.2018 Ext. RW1/B, copy of letter dated 26.12.2019 Ext. RW1/C, letter dated 19.5.2021 Ext. RW1/D, resolution dated 11.5.2015 Ext. RW1/E, and resignation letter dated 5.6.2019 Ext. RW1/F.

8. I have heard the learned Authorized Representative for the petitioner as well as learned AR/Counsel for the respondent at length and records perused.

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

Issue No. 1 : Yes

Issue No. 2 : Decided accordingly

Issue No. 3 : No

Issue No. 4 : No

Relief. : Claim petition partly allowed allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 and 4

10. Both the issues are taken up together for adjudication.

11. The petitioner in his affidavit before this Court has stated on oath that he was appointed as Designer/Page Maker on 22.7.2011 by the respondent in the head office Purana Mataur. Earlier he was paid salary by way of cash vouchers and after October, 2011 his salary was credited in his account No. 65125562251 in the branch of State Bank of Patiala. His identity card, employment card were issued by respondents in 2018. According to him he falls within the definition of workman under the Industrial Disputes Act, 1947 because work was technical in nature. The Majithia Wage Board has revised pay scale of the workers and recommendations were to be implemented from 11.11.2011 regarding the payment of new scales. The petitioner had given an application along-with others before Labour-cum-Conciliation Officer Dharamshala and the matter had been referred to Labour Commissioner regarding which reference also received by this court. The Hon'ble Supreme Court on 12.8.2019 had given directions in Avishek Raja & Ors. vs. Sanjay Gupta case's that reference be decided within period of six months. However in the light of these circumstances the respondents started pressurising their workers for resignation. The workers refused to tender resignation on which the respondents threatened to terminate the services of the workers regarding which complaint was made to designated authority and Labour Inspector on 31.7.2019. A complaint was also made to Additional Chief Secretary, Labour and Employment on 1.8.2019 which was sent for further action to the office of Labour Commissioner. When the respondents came to know about the above communications on 1.8.2019 the office bearers of respondents namely Shri Anand Sharma and Shri Balwan Singh Rana and other officials threatened the petitioner that he would be implicated in a criminal case and his career would be destroyed. He was forced to submit a resignation dated 4.8.2019. In respect of above he gave a complaint to Additional Chief Secretary, Labour and Employment, Labour Commissioner and Labour Inspector. It is alleged by him that his resignation was not out of his free will but was on account of coercion made by respondents' officials. Earlier also the respondents had terminated the services of Ashu Kumar, Raghvender Singh, Rahul Chaudhary and Yash Pal who were shown to have abandoned their job while the petitioner and Jitender Kumar were shown to have submitted their resignation. The petitioner along-with other workers had written a letter to Additional Chief Secretary, Labour and Employment on 10.7.2019. The Principal Secretary, Labour and Employment had forwarded their complaint to Labour Commissioner, Shimla on 29.7.2019. On 8.8.2019 he lodged a general daily diary report which also points towards the fact that the resignation was not out of his free will and the same has been obtained by threatening him. A complaint regarding to this was also made by petitioner to the Chairman on 13.8.2019 by way of speed post. He has alleged that his resignation/termination was without obtaining permission from the Labour Commissioner under Section 33 of the Industrial Disputes Act, 1947. Thus his relieving and termination dated 13.8.2019 are of no consequence. He has also submitted that this forced resignation was violative of Section 16A of the Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955. He has prayed that his termination/forced resignation may be set aside and he may be granted benefit of service from the date of his alleged resignation/termination. He has also prayed for the payment of back wages along-with interest.

12. The respondents in order to controverted the averments and allegations made by the petitioner have examined Shri Hitesh Kotia, Working Manager of M/s Divya Himachal Prakashan who has stated on oath that the present case is not maintainable under Section 2A of the Industrial Disputes Act, 1947 since it is not the case of the termination/dismissal/retrenchment. The resignation was made out of sweet will of the petitioner on 5.6.2019. It is alleged by him that petitioner has mislead the court as he does not fall within the definition of workman under Section 2(s) of the Industrial Disputes Act, 1947 and under Section 2(d) of the Working Journalist Act, 1955 since he was drawing more than Rs.10,000/- per month at the time when he had submitted his voluntarily resignation. It is also submitted by him that petitioner already received full and final payment from the company and on this ground also his claim is not maintainable. It is further submitted by him that the applicant was engaged on 22.7.2011 as Junior Executive and not Designer/Page Maker. He also alleged that identity card along-with application is not an original and does not bear signature of Labour Officer, Dharamshala. It is further submitted M/s Divya Himachal Prakashan and M/s Samarpan Printers are two different establishments having different registration number *i.e.* EPF, PAN and GST. He has also submitted that the respondents does not fall within the definition of Factory Act, 1948 and the Standing Orders have already submitted before authority for certification thus Model Standing Orders 1946 is applicable to the respondents. With regard to the claim of Majithia Wage Board it is submitted that a separate claim is pending in this regard before this court. He has denied that the respondents victimized the applicant to submit resignation and it is asserted that vague and false story made by the petitioner. In-fact according to him applicant submitted his voluntarily resignation on 5.6.2019 which applicable *w.e.f.* 30.6.2019. After the acceptance of this resignation full and final settlement of the applicant was released by the respondents. The complaint was filed by petitioner on 8.8.2019 after lapse of 65 days. The full and final dues of the petitioner were paid to him *vide* cheque No. 704963 dated 13.8.2019 amounting to Rs.74629/- which has accepted by him without protest. The petitioner had voluntarily given option under paragraph 20(J) of the Majithia Wage Board recommendations regarding of his existing emoluments. He has denied that resignation and full and final settlement was forcibly extracted from the petitioner. In the light of these averments he has prayed that claim deserve to be dismissed.

13. Hon'ble High Court of Madhya Pradesh-Indore Bench has held in **Kanhaiya Sharma and M/s P.E.B. Steel Lyod Ltd. and Ors., [2025 (187) FLR 483]** in paras no. 7 and 8 as follows:—

“7. The date of resignation of the present petitioners is 07.07.2016. The language of all the resignation letters is the same; therefore, it is not possible that all the petitioners had the same reason for submitting resignations from service. On 25.02.2016, those 19 workmen were sent to jail, and these petitioners submitted their resignations on 07.07.2016; therefore, the contention of the petitioners is correct that management created an atmosphere of arrest in the company and on such apprehension, resignations were obtained from them. Hence, it cannot be said that resignation was submitted voluntarily. All the resignations were accepted on the same days, which also strengthens the case of the petitioners that it was not a voluntary act and they were compelled to give their resignations.

8. The Apex Court in the case of Ms. X v/s Registrar General, High Court of Madhya Pradesh & Another reported in (2022) 14 SCC 187 has held that if the employer has created circumstances on which the employee had no option but to submit resignation, it cannot be said that the resignation was submitted voluntarily. Relevant paragraphs of the said judgment are reproduced below:—

"77. For considering as to whether the resignation in the present matter could be construed as voluntary or not, the resignation cannot be considered in isolation, but all the attendant circumstances will have to be taken into consideration".

14. The Hon'ble High Court of Rajasthan in **Choksi Heraeus Ltv. Vs. State of Rajasthan and Ors., 2015 LLR 658** has held in para no.5 as follows:—

“It is significant to note that the copy of the resignation which has been placed on record of the writ petition does not even bear any endorsement that the same was ever presented or placed before the management. In the case of Laffans India Pvt. Ltd., on which the petitioner's counsel relied upon heavily, the Court held that the resignation was accepted by the Company and this fact was communicated to the employee who did not agitate the issue for a prolonged period thereafter. In the case at hand while filing reply to the statement of the claim that the resignation was ever accepted by it, the finding recorded by the Tribunal in its order upon appreciation of evidence clearly show that the resignation was procured under pressure. Therefore, this Court is of the opinion that the findings as recorded by the Tribunal on the issue that the termination of service of the workman on the basis of the resignation letter Exhibit-2 dated 20.4.1992 amounted to unfair labour practice, are just and proper and do not call for any interference”.

15. The contention of respondents is that petitioner had resigned on 5.6.2019 *vide* Ext. RW1/F. Strangely the resignation expressed to be effective on 30.6.2019. Petitioner asserted that he was forced to resign on 4.8.2019. His resignation Ext. RW1/F does not bear any date of acceptance. No specific reason has been mentioned in order to establish that workman was acting in accordance to his conscience and free volition with due explained reason for his resignation. Respondents have not produced the Certified Standing Orders in order to establish resignation was accepted in due course after following the Standing Orders applicable to the respondent institution. As laid down above resignation of petitioner cannot be read in isolation when the Ext. RW1/F has not been put to the petitioner in his cross-examination, when the date of alleged resignation is disputed and respondents have not produced any official record of receipt or diary entry of the resignation Ext. RW1/F along-with the documents qua its acceptance by competent authority. The letter Ext. R1 and Ext. R2 show that dues upto 30.6.2019 were released in favour of the petitioner but again these letters do not bear any date except that the cheque bears the date 13.8.2019 which is Ext. R2. The above document Ext. R2 clearly shows that dues were paid to the petitioner *vide* cheque dated 13.8.2019. The exact date of resignation and its acceptance by competent authority is not proved from the official record of the respondents.

16. On the other hand on 13.8.2019 a demand notice was issued by the petitioner and also a letter to Chairman-cum-Managing Director of Divya Himachal Prakashan Ext. P6 alleging forced resignation. The said letter was returned back undelivered however the petitioner also wrote a letter to Additional Chief Secretary, Labour and Employment alleging the coercive conduct of the respondents which is Ext. P2 dated 10.7.2019. Similarly the letters dated 14.7.2019 Ext. P3 and 31.7.2019 Ext. P4 were also issued by petitioner with regard to the allegations made by him against the respondents. A complaint to the police was made on 8.8.2019 however the DD entry Ext. P17 was made on 10.8.2019. The above documents were objected to by the learned AR/Counsel for the respondents on the ground that documents have not been proved in accordance with law. It is pertinent to mention her that strict rules of evidence do not apply to the procedure before the Industrial Tribunal. It is laid down by the Hon'ble Supreme Court in **Karnataka State Road Transport Corpn. Vs. Lakshmiddevamma and Anr.** has held as follows:—

“It is consistently held and accepted that strict rules of evidence are not applicable to the proceedings before labour court / tribunal but essentially the rules of natural justice are to be observed in such proceedings. Labour courts / tribunal have power to call for any evidence at any stage of the proceedings if the facts and circumstances of the case demand the same to meet the ends of justice in a given situation. We reiterate that in order to avoid unnecessary delay and multiplicity of proceedings, the management has to seek leave of the

court / tribunal in the written statement itself to lead additional evidence to support its action in the alternative and without prejudice to its rights and contentions. But this should not be understood as placing fetters on the powers of the court / tribunal requiring or directing parties to lead additional evidence including production of documents at any stage of the proceedings before the year concluded if on facts and circumstances of the case it is deemed just and necessary in the interest of justice”.

17. The above documents were obtained from the PIO/Labour-cum-Conciliation Officer Kangra Zone and no suggestion is not made to the petitioner in order to impute that these documents are forced and procured documents.

18. Not only the respondents have failed to confront the petitioner with the resignation letter produced on record but also no suggestion is made to the petitioner that resignation was not forcefully taken and was the result of his conscious conduct. List of workers who exited the respondents institution has been produced and the same does not itself imply forced resignation in case of petitioner however the document Ext. RW1/F has been produced on record after the examination of the petitioner and contents of the document does not reflect the conscious conduct of the petitioner to exit his services. It is not established that Ext. RW1/F was received much prior to the allegations of forced resignation made by petitioner before the various authorities.

19. The resignation of the petitioner did not reflect clear, conscious decision on his part. The Hon'ble Supreme Court in **Union of India vs. Gopal Chandra Misra, 1978 AIR 649** has explained that a resignation that specifies to be effective from future date is merely an expression of intention until the date arrives. The employment conditions and services rules mandate notice period, absence of such condition and absence of provision of exception would not constitute a free resignation. This document Ext. RW1/F is of no consequence to establish the petitioner severed his service voluntarily on 5.6.2019. The dues were paid *vide* cheque dated 13.8.2019 and simultaneously the demand notice has been issued by the petitioner to raise an industrial dispute against the respondents.

20. In the light of dispute regarding date of resignation asserted by the respondents, the objection raised by the petitioner against resignation being involuntary and his prompt action with regard to information given to competent authorities including the police imply that the resignation was not a conscious decision and there is strong probability of it being result of undue influence or coercion. The balance of probability is in the favour of the petitioner and against the respondents. Considering the oral and documentary evidence produced on record by the petitioner. It is hence proved to the extent of balance of probabilities that the act of respondents regarding forceful resignation as well as full and final settlement of the services of petitioner was illegal and unjustified as the resignation was not consequent to conscious conduct of the petitioner. Issues no.1 and 4 are decided in the favour of the petitioner.

Issue No. 2

21. It has been proved from the oral and documentary evidence on the case file that the petitioner has not tendered his resignation out of his free will. He has challenged the conduct of the respondents regarding forced resignation before various authorities and also tried to inform the management regarding forced resignation. The conduct of the petitioner was prompt after the alleged forced resignation without any lapse of time. Since the resignation allegedly submitted by the petitioner was not out of his free will the services of the petitioner cannot be held to have been terminated by way of resignation Ext. RW1/F. In these circumstances the petitioner is entitled to reinstatement on the similar post from the date of his alleged termination by the respondents along-with 50% of back wages. Hence this issue is decided accordingly.

Issue No. 3

22. The onus of proving this issue was on the respondents. It has been asserted that petitioner was receiving a salary more than Rs.10,000/- and he does not fall within the definition of workman under the Industrial Disputes Act, 1947. No suggestion to this effect has been made in the cross-examination of the petitioner by the respondents. Petitioner has clearly asserted his claim not merely under the Industrial Disputes Act, 1947 but also under the provisions of The Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955. The petitioner was as page maker and a technical skill worker with the respondents and he clearly fall within the definition of worker under both the Acts. Issue no.3 is accordingly decided in the favour of petitioner and against the respondents.

RELIEF

23. In view of my discussion on the issues nos. 1 to 4 above, the claim petition succeeds and is partly allowed. The petitioner is entitled to reinstatement on the similar post from the date of his alleged termination by the respondents along-with 50% of back wages. Parties are left to bear their costs.

24. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala (H.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP) (CAMP AT UNA)

Reference No. : 26/2021

Date of Institution : 23-2-2021

Date of Decision : 30-3-2026

Shri Jitender Kumar s/o Late Shri Roshan Lal, r/o Village & Post Office Dhanotu, Tehsil Shahpur, District Kangra, H.P. ..Petitioner.

Versus

M/s Divya Himachal Prakashan Pvt. Ltd., Head Office at Kangra-Pathankot Marg, Mataur, Tehsil & District Kangra, H.P. through its CMD. ..Respondent.

**Reference under Section 10 (1) of
the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Ravinder Aggarwal, Ld. AR

For the Respondent : Sh. N. L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

AWARD

This is a claim petition under Section 2-A (2) of the Industrial Disputes Act, 1947 filed directly before this court after completion of mandatory period of 45 days of filing of dispute before the Conciliation Officer.

2. The brief facts as stated in the claim petition are that the applicant/workman was employed as Designer/Page Maker on 1.7.2007 by the management M/s. Divya Himachal Prakashan Pvt. Ltd. without appointment letter and the applicant was deputed to work in head office of respondent/management situated at Kangra-Pathankot Marg, Old Mataur, Kangra, H.P. The salary of applicant/workman was paid by the respondent management in his salary account No.65092748400 in the branch of State Bank of Patiala (now merged into SBI) branch at Kangra city. After the appointment of applicant the provident fund was not deducted by the respondent. It is asserted that the respondent management is a body corporate registered under the Companies Act, 1956 (amended as Act, 2013) having its registered office at Kangra-Pathankot Road, Old Mataur, Kangra, H.P. and primary business of company is to publish and print a newspaper in the name and style of 'Divya Himachal'. The printing centre of the respondent management is also situated in the same establishment at Kangra-Pathankot Marg, Old Mataur, Kangra, HP and registered as partnership firm in the name and style of M/s Samarpan Printers and Shri Bhanu Dhamija is the Chairman-cum-Managing Director and Shri Anil Soni is the Director-cum-Editor-cum-Printer/publisher of the company and its newspaper 'Divya Himachal' and both are the proprietors/partners of the Printing Press M/s Samarpan Printers as well as functional integrity and common control of the managements of both establishment of respondent/management. The service conditions and wages of applicant/workman were governed by The Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955, hereinafter referred to as the 'Governing Act' enacted by the Parliament. It is asserted that the applicant/workman falls under Section 2(c) and 2 (f) of the Governing Act and defined a non-journalist newspaper employee of the concerned newspaper establishment as well as applicant/workman was also workman in terms of Section 2(s) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity). It is asserted that the respondent/management and printing press *i.e.* M/s Samarpan Printers are covered under the Governing Act and falls within the definition of Single Newspaper Establishment in terms of Section 2(d) read with Schedule of the Act, whereas Daily Divya Himachal is a Hindi daily newspaper of the respondent/management falls under Section 2b of the Governing Act. In terms of Section 14 of Governing Act the Industrial Employment (Standing Orders) Act, 1946 applicable to the respondent/management but the respondent/management not got certified its standing orders in terms of Section 14 of Governing Act and in terms of the Industrial Disputes Act, 1947 the respondent/management falls within the provisions of Chapter VB and also in terms Section 2(m) of Factories Act, 1948 the respondent management falls within the definition of the factory. The Government of India, Ministry of Labour *vide* notification dated 24.5.2007 constituted the Wage Boards in terms of Section 9 and 13B of the Governing Act to review and determine the wages and service conditions of Newspaper Employees including that of the applicant/workman. Thereafter the Wage Board submitted its

recommendations to the Government on 31st December, 2010 and the Central Government accepted the same *vide* notification dated 11.11.2011 made the award enforceable subject to the decision of Hon'ble Supreme Court in writ petitions filed by the owners of newspapers against the Wage Board and its recommendations. Wage Board submitted its recommendations on 31st December, 2010 *vide* notification dated 11.11.2011 the award was made enforceable. The Hon'ble Supreme Court *vide* its judgment in ABP Pvt. Ltd. & Anr. Vs. Union of India & Ors. AIR 2014 SC 1228 dismissed the objections and petition against Majithia Wage Board and its recommendations and the Newspaper Establishment were directed to implement the same *w.e.f.* 11.11.2011. It was also directed that arrears be paid upto March, 2014. It is alleged that respondent management did not implement recommendations of Majithia Wage Board and did not revise wage and interim relief of the employees who were continuously demanding the revised wages and service conditions. In the contempt petition (Civil) no. 411 of 2014 reported in Avishek Raja & Ors. vs. Sanjay Gupta, AIR 2017 SC 2955, the Hon'ble Supreme Court further passed directions and clarifications on some legal issues in this judgment on 19.6.2017. In accordance with this judgment the newspaper establishment was under obligation to pay the dues to the confirmed employees along-with contractual employees in terms and directions passed in previous judgment dated 7.2.2014. It is again alleged by claimant that he was not being paid his dues and wages in accordance with the Wage Board notification and the management was disobeying the orders of Hon'ble Supreme Court. It is prayed that the act of the management terminating the services of petitioner be held to be illegal unjust and void. Petitioner may be reinstated in service from the day from he was ousted from service along-with full back wages, seniority and other consequential/past service benefits. It is also prayed that petitioner be held entitled for compensation on account of act of victimization by the respondents. The claimant/workman was demanding the dues payable from 8th January, 2008 since the notifications issued by the Central Government however the respondent had made excuses one after the other and now refused to pay the same to the claimant and he was pressurized for forced resignation. The management started victimization of all employees inclusive of claimant/workman who demanded their legitimate dues. The victimization was resorted to by forced resignation of large number of employees but the claimant/workman had denied giving forced resignation. It is asserted that the claimant/workman along with other aggrieved employees had filed a complaint with regard to forced resignation of employees by the management before Additional Chief Secretary (Lab. & Emp.) of H.P. Government. The Labour Commissioner of H.P. and Labour Inspector, Dharamshala *vide* letters dated 10.7.2019, 14.7.2019 and 31.7.2019 respectively. Thereafter Principal Secretary (Lab. & Emp.) of H.P. Govt. Had issued the directions to the Labour Commissioner of H.P. for necessary action on it *vide* letter dated 29.7.2019 and 19.8.2019 respectively. Labour Commissioner through Deputy Labour Commissioner had issued directions to the Labour Office Dharamshala *vide* letter dated 1.8.2019 and 23.8.2019. It is specifically prohibited by the express provision of Section 16-A of the Working Journalist and Other News Paper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 to victimize the employees for demanding their dues from the management but the management continued to take vindictive action against the employees including the claimant/workman in the present matter. Management disregarded the statutory provision by way of threatening claimant/workman to extract signatures on the forced resignation and full and final settlement documents on 22.7.2019 however shifted his services in digital media company/firm to avoid the MWB Award. It is submitted that this act of the respondent was contrary to the provisions of the Industrial Employment (Standing Orders) Act, 1946 applicable to the services of workman in terms of Section 14 of the Governing Act. It is alleged that forced resignation and signatures on the full and final settlement document with back date of the application is illegal, arbitrary, unlawful and void ab-initio in the face of Section 14 & 16-A of Governing Act as well as violation of Sections 25 Clauses F and N and other provisions of the Industrial Disputes Act, 1947. When the claimant had denied following the above illegal, unjust, arbitrary and unconstitutional directions of the officials of the management, the services of the claimant were terminated. It is asserted that after the victimization by way of pressurizing to extract the forced resignation and the petitioner

was restrained to join the duty by the respondent/management. The claimant/workman submitted that the illegal, arbitrary, unfair, malafide, voidable and unjust act of management to extract the forced resignation as well as full and final settlement document on 22.7.2019 and then shifted his services in a digital media company/firm is liable to be quashed and set aside. The claimant is unemployed due to illegal and unjust act of the respondent/management and still facing financial hardships for livelihood. It is prayed that the act of the management terminating the services of petitioner be held to be illegal unjust and void. Petitioner may be reinstated in service from the day he was ousted from service along-with full back wages as per recommendations of Majithia Wage Board, seniority and other consequential/past service benefits along with litigation costs.

3. In reply filed on behalf of the respondents preliminary objections qua maintainability, abuse of process of law, claimant not falling under definition of 'workman' under the Industrial Disputes Act, locus standi, resjudicata and wilful abandonment of service by the petitioner have been raised. On merits, it is denied that respondent had violated the provisions of Sections 33, 25-F and 25-N of the Industrial Disputes Act, 1947. It is admitted that the petitioner was engaged *w.e.f.* 1.7.2007 as Page Maker. It is further submitted that the present application under Section 2-A of the Industrial Disputes Act, 1947, the applicant cannot raise any issue with regard to Employees Provident Fund. It is denied that there was functional integrity and common control in the managements of M/s Divya Himachal Prakashan Pvt. Ltd. and M/s Samarpan Printers. It is asserted that the same person can be an owner of two different establishments but does not mean that there is a functional integrity and common control in the management of both establishments. It is further asserted that Divya Himachal Prakashan Pvt. Ltd. and Samarpan Printers are two different establishment having different registration number, EPF Code number, PAN number, GST number etc. It is asserted that the applicant does not fall under the definition of workman within the meaning of Section 2(S) of the Industrial Disputes Act, 1947 as such the applicant was drawing more than Rs.10000/- per month at the time of this resignation. It is asserted that the respondent establishment does not fall under the definition of factory as defined under the Factory Act, 1948. It is further asserted that the Labour Department Himachal Pradesh had not covered the respondent establishment under the Factory Act, 1948. It is further asserted that the Standing Orders had already been submitted before the competent authority for certification and the same is still pending for certification. Moreover the Model Standing Order Act, 1946 is applicable to the respondent. It is further mentioned that contents of the petition regarding the Majithia Wage Board compliance does not have any relevancy in the light adjudication to be made by this court. Moreover, regarding Majithia Wage Board now the petitioner had filed separate claim petition which is pending before this court. It is denied that the respondent management victimized the applicant and forced him to submit his resignation. It is asserted that the police had not conducted any investigation in this regard against the respondent management till date. It is further asserted that fake and false stories have been created by the authorized representative of the applicant with an intention to create pressure upon the respondent management. It is asserted that the respondent management had not applied any pressure upon the applicant to give his resignation from service. It is submitted that applicant/claimant submitted his resignation on 4.6.2019 applicable *w.e.f.* 30.6.2019 and thereafter he has received his full and final settlement from the respondent/management. The applicant had written totally false story in the present petition whereas the true fact is that the applicant voluntary given his option under paragraph 20(J) of the Majithia Wage Board recommendations to retain his existing wages/emoluments. The management had also not terminated the services of applicant rather he himself submitted his voluntary resignation from service as well as settled his full and final dues. It is denied that resignation and full and final settlement was forcibly extracted on 22.7.2019 but the true fact is that applicant has submitted his voluntary advance resignation on 4.6.2019. and mentioned that he could not provide his service to M/s Divya Himachal *w.e.f.* 30.6.2019. Accordingly resignation of applicant was accepted and his full and final dues have been paid *vide* cheque no.704910 dated 25.7.2019 amounting to Rs.1,06,586/-. It is further submitted that the applicant possesses ample cultivated land and is earning his livelihood as an agriculturist.

Other averments and allegations made in the claim petition were denied and it is prayed that the claim deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether act of the respondent regarding forceful resignation as well as full and final settlement of the services of the petitioner is/was illegal and unjustified as alleged? ..*OPP*.
2. If issue no.1 is proved in affirmative to what relief the petitioner is entitled to? ..*OPP*.
3. Whether the petitioner is not a workman for the purpose of this reference. If yes its effect? ..*OPR*.
4. Whether the petitioner has resigned from the services in the manner as alleged. If yes its effect? ..*OPR*.

Relief.

6. In order to prove his case the claimant/petitioner has produced on record his affidavit Ext. PW-1 wherein he reiterated the fact stated in the petition. He also produced on record copy of letter dated 1.8.2019 Ext.P-1, letters dated 27.8.2018 Ext. P-2 & P-3, EPF Statements Ext. P-4 and P-5 and application Ext. P-6. The petitioner has also tendered in additional evidence list of 90 employees with date of exit from service as Mark-A, list of current employees of respondent as Mark-B, copy of identity card Ext. P7, copy of letter dated 10.7.2019 Mark-C, copy of letter dated 14.7.2019 Mark-D, copy of letter dated 31.7.2019 Ext. P8, copy of DDR dated 26.8.2019 Ext. P9 and copy of complaint dated 26.8.2019 Ext. P10.

7. Respondent has examined Shri Hitesh Kotia s/o Shri R.S. Kotia by way of affidavit Ext. RW1/A wherein he reiterated the facts mentioned in the reply. He also produced on record copy of letter dated 27.6.2018 Ext. RW1/B, copy of letter dated 26.12.2019 Ext. RW1/C, letter dated 19.5.2021 Ext. RW1/D, resolution dated 11.5.2015 Ext. RW1/E, no dues certificate in respect of petitioner Ext. RW1/F and copy of resignation letter dated 4.6.2019 Ext. RW1/G.

8. I have heard the learned Authorized Representative for the petitioner as well as learned AR/Counsel for the respondent at length and records perused.

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

Issue No. 1 : Yes

Issue No. 2 : Decided accordingly

Issue No. 3 : No

Issue No. 4 : No

Relief. : Claim petition partly allowed allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 and 4

10. Both the issues are taken up together for adjudication.

11. The petitioner in his affidavit before this Court has stated on oath that he was appointed as Designer/Page Maker on 01.7.2007 by the respondent. The Majithia Wage Board has revised pay scale of the workers and recommendations were to be implemented from 11.11.2011 regarding the payment of new scales. The petitioner and other workers requested the respondent to implement pay scales as per Majithia Wage Board recommendations and also to pay arrears. Due to this the respondents transferred the workers to far off places. Some were forced to tender resignation. The petitioner was working with Divya Himachal till 31.7.2019 and received salary for said month. The respondents wrongly mentioned in reply that petitioner resigned on 4.6.2019 and resignation was effective from 30.6.2019. In-fact resignation was obtained on 22.7.2019 and he was forcibly transferred on 1.8.2019. He was orally asked not to come to work *w.e.f.* 1.8.2019. Letter was issued to CMD of Divya Himachal complaining forced resignation which were not received by them. The workers refused to tender resignation on which the respondents threatened to terminate the services of the workers regarding which complaint was made to designated authority and Labour Inspector on 31.7.2019. Thus he lodged a complaint in Police Station Kangra at against forced resignation 26.8.2018. This also shows that his resignation was not out of his free will. Even after forced resignation he continued to work with Divya Himachal till 31.7.2019 and sent to new company of respondents where he worked from 1.8.2019 till 8.8.2019. He has prayed that the forced resignation obtained by respondents needs to be declared as illegal.

12. The respondents in order to controverted the averments and allegations made by the petitioner have examined Shri Hitesh Kotia, Working Manager of M/s Divya Himachal Prakashan who has stated on oath that the present case is not maintainable under Section 2A of the Industrial Disputes Act, 1947 since it is not the case of the termination/dismissal/retrenchment. The resignation was made out of sweet will of the petitioner on 4.6.2019. It is alleged by him that petitioner has mislead the court as he does not fall within the definition of workman under Section 2(s) of the Industrial Disputes Act, 1947 and under Section 2(d) of the Working Journalist Act, 1955 since he was drawing more than Rs.10,000/- per month at the time when he had submitted his voluntarily resignation. It is also submitted by him that petitioner already received full and final payment from the company and on this ground also his claim is not maintainable. It is further submitted by him that the applicant was engaged on 1.7.2007 as Designer/Page Maker. He also alleged that identity card along-with application is not an original and does not bear signature of Labour Officer, Dharamshala. It is further submitted M/s Divya Himachal Prakashan and M/s Samarpan Printers are two different establishments having different registration number *i.e.* EPF, PAN and GST. He has also submitted that the respondents does not fall within the definition of Factory Act, 1948 and the Standing Orders have already submitted before authority for certification thus Model Standing Orders 1946 is applicable to the respondents. With regard to the claim of Majithia Wage Board it is submitted that a separate claim is pending in this regard before this court. He has denied that the respondents victimized the applicant to submit resignation and it is asserted that vague and false story made by the petitioner. In-fact according to him applicant submitted his voluntarily resignation on 4.6.2019 which applicable *w.e.f.* 30.6.2019. After the acceptance of this resignation full and final settlement of the applicant was released by the respondents. The complaint was filed by petitioner on 27.8.2019 after lapse of 80 days. The full and final dues of the petitioner were paid to him *vide* cheque No. 704910 dated 25.7.2019 amounting to Rs.1,06,586/- which has accepted by him without protest. The petitioner had voluntarily given option under paragraph 20(J) of the Majithia Wage Board recommendations regarding of his existing emoluments. He has denied that resignation and full and final settlement was forcibly extracted

from the petitioner. In the light of these averments he has prayed that claim deserve to be dismissed.

13. Hon'ble High Court of Madhya Pradesh-Indore Bench has held in **Kanhaiya Sharma and M/s P.E.B. Steel Lyod Ltd. and Ors., [2025 (187) FLR 483]** in paras no. 7 and 8 as follows:—

“7. The date of resignation of the present petitioners is 07.07.2016. The language of all the resignation letters is the same; therefore, it is not possible that all the petitioners had the same reason for submitting resignations from service. On 25.02.2016, those 19 workmen were sent to jail, and these petitioners submitted their resignations on 07.07.2016 therefore, the contention of the petitioners is correct that management created an atmosphere of arrest in the company and on such apprehension, resignations were obtained from them. Hence, it cannot be said that resignation was submitted voluntarily. All the resignations were accepted on the same days, which also strengthens the case of the petitioners that it was not a voluntary act and they were compelled to give their resignations.

8. The Apex Court in the case of Ms. X v/s Registrar General, High Court of Madhya Pradesh & Another reported in (2022) 14 SCC 187 has held that if the employer has created circumstances on which the employee had no option but to submit resignation, it cannot be said that the resignation was submitted voluntarily. Relevant paragraphs of the said judgment are reproduced below:—

"77.For considering as to whether the resignation in the present matter could be construed as voluntary or not, the resignation cannot be considered in isolation, but all the attendant circumstances will have to be taken into consideration".

14. The Hon'ble High Court of Rajasthan in **Choksi Heraeus Ltv. Vs. State of Rajasthan and Ors., 2015 LLR 658** has held in para no. 5 as follows:—

“It is significant to note that the copy of the resignation which has been placed on record of the writ petition does not even bear any endorsement that the same was ever presented or placed before the management. In the case of Laffans India Pvt. Ltd., on which the petitioner's counsel relied upon heavily, the Court held that the resignation was accepted by the Company and this fact was communicated to the employee who did not agitate the issue for a prolonged period thereafter. In the case at hand while filing reply to the statement of the claim that the resignation was ever accepted by it, the finding recorded by the Tribunal in its order upon appreciation of evidence clearly show that the resignation was procured under pressure. Therefore, this Court is of the opinion that the findings as recorded by the Tribunal on the issue that the termination of service of the workman on the basis of the resignation letter Exhibit-2 dated 20.4.1992 amounted to unfair labour practice, are just and proper and do not call for any interference”.

15. The contention of respondents is that petitioner had resigned on 4.6.2019 *vide* Ext. RW1/G. Strangely the resignation expressed to be effective on 30.6.2019. Petitioner asserted that he was forced to resign on 22.7.2019. His resignation Ext. RW1/G does not bear any date of acceptance. No specific reason has been mentioned in order to establish that workman was acting in accordance to his conscience and free volition with due explained reason for his resignation. Respondents have not produced the Certified Standing Orders in order to establish resignation was accepted in due course after following the Standing Orders applicable to the respondent institution. As laid down above resignation of petitioner cannot be read in isolation when the Ext. RW1/G has not been put to the petitioner in his cross-examination, when the date of alleged resignation is

disputed and respondents have not produced any official record of receipt or diary entry of the resignation Ext. RW1/G along-with the documents qua its acceptance by competent authority. The letter Ext. RW1/F show that dues upto 30.6.2019 were released in favour of the petitioner but again these letters do not bear any date except that the cheque bears the date 25.7.2019 *vide* Ext. RW1/F. The above document Ext. RW1/F clearly shows that dues were paid to the petitioner *vide* cheque dated 25.7.2019. The exact date of resignation and its acceptance by competent authority is not proved from the official record of the respondents.

16. On the other hand on 28.8.2019 a demand notice was issued by the petitioner and also a letter to Chairman-*cum*-Managing Director of Divya Himachal Prakashan Ext. P2 and Ext. P3 respectively alleging forced resignation. The said letter to CMD returned back undelivered however the workmen also wrote a letter to Additional Chief Secretary, Labour and Employment alleging the coercive conduct of the respondents which is Ext. P8 dated 1.8.2019. Similarly the letters dated 14.7.2019 Mark-D and 10.7.2019 Mark-C were also issued by workmen with regard to the allegations made by them against the respondents. A complaint to the police was made on 26.8.2019 Ext. P10 the DD entry Ext. P9 was also made on 26.8.2019. The above documents were objected to by the learned AR/Counsel for the respondents on the ground that documents have not been proved in accordance with law. It is pertinent to mention her that strict rules of evidence do not apply to the procedure before the Industrial Tribunal. It is laid down by the Hon'ble Supreme Court in **Karnataka State Road Transport Corpn. Vs. Lakshmidamma and Anr.** has held as follows:—

“It is consistently held and accepted that strict rules of evidence are not applicable to the proceedings before labour court / tribunal but essentially the rules of natural justice are to be observed in such proceedings. Labour courts / tribunal have power to call for any evidence at any stage of the proceedings if the facts and circumstances of the case demand the same to meet the ends of justice in a given situation. We reiterate that in order to avoid unnecessary delay and multiplicity of proceedings, the management has to seek leave of the court / tribunal in the written statement itself to lead additional evidence to support its action in the alternative and without prejudice to its rights and contentions. But this should not be understood as placing fetters on the powers of the court / tribunal requiring or directing parties to lead additional evidence including production of documents at any stage of the proceedings before the year concluded if on facts and circumstances of the case it is deemed just and necessary in the interest of justice”.

17. The above documents were obtained from the PIO/Labour-*cum*-Conciliation Officer Kangra Zone and no suggestion is not made to the petitioner in order to impute that these documents are forged and procured documents.

18. Not only the respondents have failed to confront the petitioner with the resignation letter produced on record but also no suggestion is made to the petitioner that resignation was not forcefully taken and was the result of his conscious conduct. List of workers who exited the respondents institution has been produced and the same does not itself imply forced resignation in case of petitioner however the document Ext. RW1/G has been produced on record after the examination of the petitioner and contents of the document do not reflect the conscious conduct of the petitioner to exit his services. It is not established that Ext. RW1/G was received much prior to the allegations of forced resignation made by petitioner before the various authorities.

19. The resignation of the petitioner did not reflect clear, conscious decision on his part. The Hon'ble Supreme Court in **Union of India vs. Gopal Chandra Misra, 1978 AIR 649** has explained that a resignation that specifies to be effective from future date is merely an expression of intention until the date arrives. The employment condition and service rules mandate notice period

and in absence of provision of exception such resignation would not constitute a free resignation. This document Ext. RW1/G is of no consequence to establish the petitioner severed his service voluntarily on 4.6.2019. The dues were paid *vide* cheque dated 25.7.2019 and the demand notice has been issued by the petitioner within reasonable period to raise an industrial dispute against the respondents.

20. In the light of dispute regarding date of resignation asserted by the respondents, the objection raised by the petitioner against resignation being involuntarily and his prompt action with regard to information given to competent authorities including the police imply that the resignation was not a conscious decision and there is strong probability of it being result of undue influence or coercion. The balance of probability is in the favour of the petitioner and against the respondents. Considering the oral and documentary evidence produced on record by the petitioner, it is proved to the extent of balance of probabilities that the act of respondents regarding forceful resignation as well as full and final settlement of the services of petitioner was illegal and unjustified as the resignation was not consequent to conscious conduct of the petitioner. Issues no. 1 and 4 are decided in the favour of the petitioner.

Issue No. 2

21. It has been proved from the oral and documentary evidence on the case file that the petitioner has not tendered his resignation out of his free will. He has challenged the conduct of the respondents regarding forced resignation before various authorities and also tried to inform the management regarding forced resignation. The conduct of the petitioner was prompt after the alleged forced resignation without any significant lapse of time. Since the resignation allegedly submitted by the petitioner was not out of his free will, the services of the petitioner cannot be held to have been terminated by way of resignation Ext. RW1/G. In these circumstances the petitioner is entitled to reinstatement on the similar post from the date of his alleged termination by the respondents along-with 50% of back wages. Hence this issue is decided accordingly.

Issue No. 3

22. The onus of proving this issue was on the respondents. It has been asserted that petitioner was receiving a salary more than Rs. 10,000/- and he does not fall within the definition of workman under the Industrial Disputes Act, 1947. No suggestion to this effect has been made in the cross-examination of the petitioner by the respondents. Petitioner has clearly asserted his claim not merely under the Industrial Disputes Act, 1947 but also under the provisions of The Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955. The petitioner was as page maker and a technical skill worker with the respondents and he clearly fall within the definition of worker under both the Acts. Issue no.3 is accordingly decided in the favour of petitioner and against the respondents.

RELIEF

23. In view of my discussion on the issues nos. 1 to 4 above, the claim petition succeeds and is partly allowed. The petitioner is entitled to reinstatement on the similar post from the date of his alleged termination by the respondents along-with 50% of back wages. Parties are left to bear their costs.

24. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of March, 2026.

Sd/-
(PARVEEN CHAUHAN),
Presiding Judge,
Labour Court-cum-Industrial Tribunal,
Kangra at Dharamshala (H.P.).

HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001

NOTIFICATION

Dated the 22nd May, 2026

No. HHC/Estt.3(590)/2007.—6 days commuted leave *w.e.f.* 20-04-2026 to 25-04-2026, with permission to suffix Sunday fell on 26-04-2026, is hereby sanctioned *ex-post-facto*, in favour of Smt. Ramninder Kaur, Court Master of this Registry.

Certified that Smt. Ramninder Kaur has joined the same post and at the same station from where she had proceeded on leave after the expiry of the above leave period.

Certified that Smt. Ramninder Kaur would have continued to officiate the same post of Court Master but for her proceeding on leave.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001

NOTIFICATION

Shimla, the 22nd May, 2026

No. HHC/Admn. 6(23)/74-XVII.—Hon'ble the Chief Justice in exercise of the powers vested in him under Rule 2(32) of Chapter 1 of H.P. Financial Rules, 2009 has been pleased to declare the Civil Judge-*cum*-JMFC, Gohar as Drawing and Disbursing Officer in respect of the Court of Civil Judge-*cum*-JMFC, Karsog and also the Controlling Officer for the purpose of salary, T.A. etc. in respect of the Class II to IV establishments attached to the aforesaid Court under Major head "2014 Administration of Justice" till Ms. Shweta Narula, Civil Judge-*cum*-JMFC, Karsog returns from leave.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001**MEMORANDUM***Shimla, the 23rd May, 2026*

No. HHC/Estt.3(515)/2001.—Shri C.M. Thakur, Secretary, has been designated as Principal Private Secretary to Hon'ble the Chief Justice, High Court of Himachal Pradesh, Shimla, and he will assume the charge of the post with effect from 1" June, 2026. All Demi-official, Secret and Confidential Communications may be sent to him at the address given below:

ADDRESS	CONTACT DETAILS	
SHRI C.M. THAKUR PRINCIPAL PRIVATE SECRETARY TO HON'BLE THE CHIEF JUSTICE HIGH COURT OF HIMACHAL PRADESH SHIMLA-171 001	PHONE NUMBER	
	OFFICE: 0177-2658787	MOBILE 9816100004
	e-mail: ppshej-hphc@hp.gov.in	

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001**NOTIFICATION***Shimla, the 25th May, 2026*

No. HHC/GAZ/14-341/2014.—Hon'ble the Chief Justice has been pleased to grant *ex-post facto* sanction of 21 days earned leave *w.e.f.* 21-04-2026 to 11-05-2026 in favour of Ms. Pratibha Negi, Senior Civil Judge-*cum*-ACJM (1), Shimla.

Certified that Ms. Pratibha Negi had joined the same post and at the same station from where she proceeded on leave, after expiry of the above period of leave.

Also certified that Ms. Pratibha Negi would have continued to hold the post of the Senior Civil Judge-*cum*-ACJM (1), Shimla but for her proceeding on leave for the above period.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001

NOTIFICATION

Shimla, the 25th May, 2026

No. HHC/GAZ/14-265/03-II.—Hon'ble the Chief Justice has been pleased to order the cancellation of 01 day un-availed earned leave for 22-04-2026, already sanctioned *vide* this Registry Notification No. HHC/GAZ/14-265/03-11-10412-20 dated 09-04-2026, in favour of Dr. Abira Basu, Additional District and Sessions Judge, Sarkaghat, H.P.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001

NOTIFICATION

Dated, the 27th May, 2026

No. HHC/Estt.3(606)/2007.—04 days commuted leave on and *w.e.f.* 27-04-2026 to 30-04-2026, with permission to suffix Sunday fell on 01-05-2026, is hereby sanctioned in favour of Shri Varinder, Secretary of this Registry.

Certified that Shri Varinder is likely to join the same post and at the same station from where he proceeds on leave after the expiry of the above leave period.

Certified that Shri Varinder would have continued to officiate the same post of Secretary but for his proceeding on leave.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA- 171 001

NOTIFICATION

Shimla, the 24th April, 2026

No. HHC/Admn. 6(23)/74-XVII.—Hon'ble the Chief Justice in exercise of the powers vested in him under Rule 2 (32) of Chapter 1 of H.P. Financial Rules, 2009 has been pleased to declare the Civil Judge-*cum*-JMFC, Bilaspur as Drawing and Disbursing Officer, in respect of the Court of Mobile Traffic Magistrate, Bilaspur and Hamirpur at Bilaspur and also the Controlling Officer for the purpose of salary. T.A. etc. in respect of the Class II to IV establishments attached to

the aforesaid Court under Major head “2014 Administration of Justice” till Smt. Sonia Gupta, Mobile Traffic Magistrate, Bilaspur and Hamirpur at Bilaspur returns from leave.

By order,

Sd/-
Registrar General.

वित्त विभाग
(निदेशालय, कोषागार, लेखा एवं लॉटरी)

अधिसूचना

दिनांक 04 जून, 2026

संख्या: टीएएल-एलओएलएफ 01/14/1/2023-136611-लूज.—हिमाचल प्रदेश के राज्यपाल, लॉटरी (विनियमन) अधिनियम, 1998 (1998 का केंद्रीय अधिनियम संख्या 17) की धारा 12 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश के राज्यपाल एतद्वारा हिमाचल प्रदेश राज्य लॉटरी को विनियमित करने के प्रयोजन से निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश राज्य लॉटरी (विनियमन) नियम, 2026 है।

(2) ये राजपत्र (ई-राजपत्र), हिमाचल प्रदेश में उनके प्रकाशन की तारीख से प्रवृत्त होंगे।

2. परिभाषाएं.—(1) इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,—

(क) “अधिनियम” से लॉटरी (विनियमन) अधिनियम, 1998 (1998 का केंद्रीय अधिनियम संख्या 17) अभिप्रेत है;

(ख) “करार” से हिमाचल प्रदेश राज्य लॉटरी के लॉटरी टिकटों के विपणन और बिक्री के लिए हिमाचल प्रदेश सरकार और वितरक या बिक्री एजेंट के बीच हस्ताक्षरित लिखित समझौता अभिप्रेत है;

(ग) “केंद्रीय कंप्यूटर सर्वर” से निदेशालय के सीधे नियंत्रण में या डिजिटल प्रौद्योगिकी और शासन के राज्य विभाग या सरकार द्वारा अधिकृत किसी अन्य व्यक्ति या अधिकारी की निगरानी में एक केंद्रीय स्थान पर कंप्यूटर प्रणालियों का एक एकल या समूह अभिप्रेत है, जो ऑनलाइन लॉटरी लेनदेन को स्वीकार, संसाधित, संग्रहीत और मान्य करता है या अन्यथा ऑनलाइन लॉटरी की पूरी प्रणाली का प्रबंधन, निगरानी और नियंत्रण करता है;

(घ) “केंद्र सरकार” से भारत सरकार अभिप्रेत है;

(ङ) “केंद्रीय नियम” से लॉटरी (विनियमन) नियम, 2010 अभिप्रेत है;

(च) “दावा प्रपत्र” से सरकार से सीधे पुरस्कार राशि का दावा करने के लिए निदेशालय द्वारा निर्धारित प्रपत्र अभिप्रेत है;

- (छ) "नामित प्राधिकारी" से वित्त विभाग में हिमाचल प्रदेश सरकार के प्रशासनिक सचिव अभिप्रेत हैं;
- (ज) "निदेशक" से हिमाचल प्रदेश सरकार के कोष, लेखा और लॉटरी निदेशालय में इस रूप में नामित निदेशक अभिप्रेत है;
- (झ) "निदेशालय" से वित्त विभाग, हिमाचल प्रदेश सरकार के प्रशासनिक नियंत्रण के तहत कोष, लेखा और लॉटरी निदेशालय अभिप्रेत है;
- (ञ) "कमीशन" से प्रत्येक टिकट के अधिकतम खुदरा मूल्य पर सरकार द्वारा वितरक या बिक्री एजेंट को दी गई छूट या रियायत अभिप्रेत है;
- (ट) "वितरक या बिक्री एजेंट" से कोई व्यक्ति या फर्म या कॉर्पोरेट निकाय या कानून के तहत स्थापित अन्य कानूनी इकाई अभिप्रेत है, जिसे हिमाचल प्रदेश सरकार की ओर से लॉटरी के विपणन और बिक्री के लिए एक समझौते के माध्यम से सरकार द्वारा नियुक्त किया गया है और इसमें एक या अधिक ऐसी फर्म या कॉर्पोरेट निकाय या कानूनी इकाई शामिल होगी जिसे एक साथ या समय-समय पर, जैसा भी मामला हो, वितरक या बिक्री एजेंट के रूप में नियुक्त किया गया हो;
- (ठ) "वितरण नेटवर्क" से वितरक, उप-वितरक, क्षेत्रीय वितरक, क्षेत्र वितरक, स्टॉकिस्ट, सब-स्टॉकिस्ट, बिक्री एजेंट, उप-बिक्री एजेंट, थोक विक्रेता, खुदरा विक्रेता, विक्रेता आदि अभिप्रेत हैं;
- (ड) "ड्रॉ-ब्रेक" से योजना में निर्दिष्ट वह तिथि और समय अभिप्रेत है, जिस पर किसी विशेष ड्रॉ के लिए लॉटरी टिकट की बिक्री उस योजना के ड्रॉ से पहले बंद कर दी जाएगी;
- (ढ) "अंकित मूल्य" से वस्तु एवं सेवा कर, कमीशन और अन्य लागू करों और कटौती, यदि कोई हो, की कटौती के बाद प्राप्त प्रत्येक टिकट का मूल्य अभिप्रेत है;
- (ण) "सरकार" से हिमाचल प्रदेश राज्य की सरकार अभिप्रेत है;
- (त) "राज्यपाल" से हिमाचल प्रदेश राज्य के राज्यपाल अभिप्रेत हैं;
- (थ) "न्यायाधीश" से ऐसा अधिकारी अभिप्रेत है जो या तो प्रथम श्रेणी या द्वितीय श्रेणी का राजपत्रित अधिकारी हो, या समाज में अच्छी प्रतिष्ठा वाला कोई अन्य व्यक्ति हो, जिसे सरकार द्वारा निर्धारित समय पर लॉटरी ड्रॉ के संचालन या लॉटरी के पुरस्कार विजेता नंबरों को निकालने का गवाह बनने के लिए नियुक्त किया गया हो;
- (द) "लॉटरी" से किसी भी रूप में और किसी भी नाम से पुकारी जाने वाली ऐसी योजना अभिप्रेत है, जिसमें टिकट खरीदकर पुरस्कार की संभावनाओं में भाग लेने वाले व्यक्तियों को लॉटरी या चांस द्वारा पुरस्कार वितरित किए जाते हैं;
- (ध) टिकट के "अधिकतम खुदरा मूल्य" से प्रत्येक लॉटरी टिकट पर छपा वह मूल्य अभिप्रेत है जिसमें सभी कर और शुल्क शामिल हों;
- (न) "नेटवर्क" से भौतिक रूप से या अन्यथा नेटवर्क इंटरफेस, कार्ड और केबल के साथ दो या दो से अधिक कंप्यूटरों को जोड़कर बनाई गई संचार और डेटा विनिमय प्रणाली अभिप्रेत है जो नेटवर्क ऑपरेशन सॉफ्टवेयर पर चलती हो;
- (प) "ऑनलाइन लॉटरी" से तात्पर्य खिलाड़ियों को कंप्यूटर द्वारा जनरेट किए गए लॉटरी टिकट खरीदने की अनुमति देने वाली प्रणाली से है, जिसमें इंटरनेट से जुड़े व्यक्तिगत कंप्यूटर या

फोन, या लॉटरी टर्मिनलों या कियोस्क पर स्थित ऑनलाइन मशीनें शामिल हैं, जहाँ टिकट की बिक्री और खिलाड़ी द्वारा चुने गए किसी विशेष नंबर या संयोजन की जानकारी एक साथ केंद्रीय कंप्यूटर सर्वर के पास पंजीकृत हो जाती है;

- (फ) "पेपर लॉटरी" से अधिनियम और केंद्रीय नियमों के अनुसार मुद्रित भौतिक लॉटरी टिकट अभिप्रेत हैं;
- (ब) "खुदरा विक्रेता" से सरकार या वितरक या बिक्री एजेंट द्वारा पेपर या ऑनलाइन लॉटरी टिकटों की बिक्री के लिए नियुक्त व्यक्ति अभिप्रेत है और इसमें खिलाड़ियों को लॉटरी टिकट बेचने के लिए ऐसे व्यक्ति द्वारा उपयोग किया जा रहा खुदरा कंप्यूटर टर्मिनल शामिल होगा;
- (भ) "बिक्री प्राप्ति" से किसी विशेष ड्रॉ या योजना या दोनों की लॉटरी के संबंध में टिकटों की बिक्री के बदले वितरक या बिक्री एजेंट द्वारा सरकार को देय राशि अभिप्रेत है, जिसकी गणना प्रत्येक टिकट पर अंकित अंकित मूल्य पर की जाएगी; यह राशि लॉटरी टिकटों की वास्तविक बेची गई मात्रा और प्रति टिकट अंकित मूल्य के गुणनफल के रूप में निकाली जाएगी;
- (म) "योजना" से समय-समय पर सरकार द्वारा तैयार की गई हिमाचल प्रदेश राज्य लॉटरी योजना (पेपर और ऑनलाइन दोनों) अभिप्रेत है;
- (य) "कर योग्य पुरस्कार राशि" से दस हजार रुपये (10,000/- रुपये) से अधिक की पुरस्कार राशि प्राप्त करने वाले टिकट धारक को देय किसी भी पुरस्कार राशि का कुल मूल्य अभिप्रेत है, या ऐसी अन्य राशि जो केंद्र सरकार द्वारा निर्धारित की जाए, जिस पर केंद्र सरकार द्वारा समय-समय पर निर्दिष्ट दर से स्रोत पर कर कटौती (टीडीएस) की जाएगी;
- (कक) "टिकट" से हिमाचल प्रदेश राज्य लॉटरी टिकट (पेपर और ऑनलाइन दोनों) अभिप्रेत हैं, जिन पर हिमाचल प्रदेश राज्य की छाप और लोगो के साथ-साथ निदेशक के प्रतिकृति हस्ताक्षर हों; टिकट इलेक्ट्रॉनिक रूप में या मुद्रित रूप में हो सकता है;
- (कख) "अदावाकृत पुरस्कार राशि" से बेचे गए लॉटरी टिकटों की वह पुरस्कार राशि अभिप्रेत है जिस पर विजेता द्वारा दावा नहीं किया गया है और जिसे गैर-कर योग्य श्रेणी के मामले में वितरक या बिक्री एजेंट और वितरण नेटवर्क द्वारा संवितरित नहीं किया गया है, या कर योग्य श्रेणी में विजेता द्वारा इन नियमों के तहत सरकार द्वारा निर्दिष्ट समय सीमा के भीतर सरकार से दावा नहीं किया गया है;

(2) प्रयुक्त किए गए उन सभी शब्दों और पदों, जो इस अधिनियम में परिभाषित और प्रयुक्त हैं, किन्तु केंद्रीय नियमों में परिभाषित नहीं हैं, के वही अर्थ होंगे जो अधिनियम में और केंद्रीय नियमों में क्रमशः उनके हैं।

3. लॉटरी का प्रशासन.—(1) हिमाचल प्रदेश राज्य लॉटरी का आयोजन, संवर्धन एवं संचालन केवल सरकार द्वारा किया जाएगा तथा इसका प्रशासन निदेशक के माध्यम से किया जाएगा।

(2) नामित प्राधिकारी हिमाचल प्रदेश राज्य लॉटरी के आयोजन हेतु उत्तरदायी होगा।

(3) हिमाचल प्रदेश राज्य लॉटरी निदेशक के प्रशासनिक नियंत्रणाधीन होगी तथा इसका मुख्यालय शिमला में स्थित होगा।

4. लॉटरी का आयोजन.—(1) सरकार, अधिनियम, केंद्रीय नियमों तथा इन नियमों में विनिर्दिष्ट शर्तों के अधीन, हिमाचल प्रदेश राज्य के भीतर एवं राज्य के बाहर, जहाँ कहीं भी लॉटरी की बिक्री अनुमत्य हो, कागजी लॉटरी अथवा ऑनलाइन लॉटरी या दोनों प्रकार की लॉटरी का संचालन एवं आयोजन करेगी।

(2) नामित प्राधिकारी, हिमाचल प्रदेश राजपत्र (ई-गजट) में अधिसूचना जारी कर, निम्नलिखित सूचनाएं पूर्व में घोषित कर सकेगा, अर्थात्:-

- (i) लॉटरी अथवा लॉटरी योजना का नाम;
- (ii) लॉटरी टिकट का अधिकतम खुदरा मूल्य (एम.आर.पी.);
- (iii) लॉटरी टिकट का अंकित मूल्य;
- (iv) कागजी लॉटरी के मामले में मुद्रित किए जाने वाले टिकटों की अधिकतम संख्या;
- (v) मुद्रित टिकटों का सकल मूल्य;
- (vi) वितरकों अथवा विक्रय अभिकर्ताओं के नाम/नाम तथा उनके पते एवं संपर्क विवरण;
- (vii) पुरस्कार संरचना;
- (viii) पुरस्कार राशि के रूप में प्रस्तावित धनराशि;
- (ix) ड्रा की आवृत्ति;
- (x) वह स्थान जहाँ ड्रॉ आयोजित किया जाएगा तथा पुरस्कार विजेता टिकटों अथवा विजेताओं के चयन की प्रक्रिया।

(3) यदि सरकार एक से अधिक लॉटरी आयोजित करने का निर्णय लेती है, तो प्रत्येक लॉटरी के लिए उप-नियम (2) में विनिर्दिष्ट प्रक्रिया का पालन किया जाएगा।

(4) एक कैलेंडर वर्ष में सरकार द्वारा संचालित सभी लॉटरी योजनाओं के अंतर्गत, छह (6) बंपर ड्रा को छोड़कर, प्रतिदिन कुल ड्रा की संख्या चौबीस (24) से अधिक नहीं होगी।

(5) राष्ट्रीय अवकाश के दिन लॉटरी का कोई ड्रा आयोजित नहीं किया जाएगा

(6) लॉटरी टिकट का न्यूनतम विक्रय मूल्य दो रुपये (₹2/-) से कम नहीं होगा

(7) राज्य लॉटरी का नाम "हिमाचल प्रदेश राज्य लॉटरी" होगा, जिसके साथ ऐसे अन्य उप-नाम जोड़े जा सकेंगे, जिन्हें समय-समय पर बाजार परिस्थितियों के अनुसार सरकार या निदेशक द्वारा निर्धारित किया जा सकेगा।

(8) हिमाचल प्रदेश राज्य लॉटरी का आयोजन, संचालन अथवा संवर्धन सरकार द्वारा किया जाएगा, जो निविदा प्रक्रिया पूर्ण होने के उपरांत लिखित अनुबंध/अनुबंधों के माध्यम से टिकटों की बिक्री हेतु एक या अधिक वितरक अथवा विक्रय अभिकर्ता को प्राधिकृत कर सकेगी।

(9) प्रत्येक कागजी लॉटरी टिकट पर "केवल <राज्य का नाम> में विक्रय हेतु" अंकित करना सरकार के लिए अनिवार्य होगा।

5. लॉटरी के संचालन हेतु अवसंरचना तथा प्रमाणन.—(1) सरकार यह सुनिश्चित करेगी कि लॉटरी ड्रॉ के संचालन हेतु, चाहे कागजी, ऑनलाइन अथवा दोनों प्रकार की लॉटरी हो, पर्याप्त अवसंरचना उपलब्ध हो।

(2) ड्रा मशीनों अथवा किसी अन्य यांत्रिक विधि, जो यादृच्छिक प्रौद्योगिकी पर आधारित हो तथा दर्शकों के लिए दृश्यतः पारदर्शी हो, की खरीद के समय, गृह मंत्रालय भारत सरकार द्वारा जारी सभी दिशा-निर्देशों एवं निर्देशों का कठोरता से पालन किया जाएगा।

(3) केंद्रीय कंप्यूटर सर्वर हिमाचल प्रदेश राज्य की भौगोलिक सीमा के भीतर स्थापित किया जाएगा तथा मिरर सर्वर निदेशालय के परिसर, शिमला में स्थापित किया जाएगा।

(4) निदेशालय अथवा इस संबंध में सरकार द्वारा विधिवत नियुक्त कोई अन्य व्यक्ति, ड्रा मशीनों, केंद्रीय कंप्यूटर सर्वर, मिरर सर्वर आदि सहित समस्त अवसंरचना पर नियंत्रण एवं पर्यवेक्षण करेगा।

(5) ऑनलाइन लॉटरी के संचालन हेतु प्रयुक्त किए जाने वाले हार्डवेयर अथवा सॉफ्टवेयर की अखंडता सुनिश्चित करने के लिए, मानकीकरण परीक्षण और गुणवत्ता प्रमाणन निदेशालय, इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय के अधीन, से आवश्यक प्रमाणन संचालन प्रारंभ करने से पूर्व प्राप्त किया जाएगा।

6. न्यायाधीशों की नियुक्ति तथा उत्तरदायित्व।—(1) सरकार, समय-समय पर निर्धारित किए जाने के अनुसार, लॉटरी ड्रा (पुरस्कार विजेता संख्याओं के चयन हेतु) की निगरानी एवं संचालन के लिए न्यायाधीशों की नियमित आधार पर नियुक्ति करेगी। इस प्रकार नियुक्त न्यायाधीशों को नामित प्राधिकारी द्वारा समय-समय पर निर्धारित मानदेय का भुगतान किया जाएगा।

(2) कोई भी व्यक्ति किसी लॉटरी ड्रा के संचालन हेतु न्यायाधीश के रूप में नियुक्त नहीं किया जाएगा अथवा नियुक्त होने के पश्चात् कार्य करना जारी नहीं रखेगा, यदि वह व्यक्ति, चाहे अपने नाम से अथवा किसी रिश्तेदार के माध्यम से अथवा किसी फर्म, कंपनी या अन्य इकाई के माध्यम से जिसमें उसका हित हो:—

(क) हिमाचल प्रदेश राज्य लॉटरी का वितरक, विक्रय अभिकर्ता, उप-वितरक या खुदरा विक्रेता हो; अथवा

(ख) किसी वितरक, विक्रय अभिकर्ता, उप-वितरक या खुदरा विक्रेता का निदेशक, साझेदार, स्वामी, कर्मचारी या अभिकर्ता हो।

(3) प्रत्येक वह व्यक्ति जिसे न्यायाधीश के रूप में नियुक्त किया जाना प्रस्तावित है, अपने कर्तव्यों का कार्यभार ग्रहण करने से पूर्व, निदेशक को यह लिखित घोषणा प्रस्तुत करेगा कि वह उप-नियम (2) में विनिर्दिष्ट किसी भी अयोग्यता से ग्रस्त नहीं है। यदि उसकी नियुक्ति की अवधि के दौरान उसे ऐसी किसी परिस्थिति का ज्ञान होता है जिससे उप-नियम (2) के आशय के अंतर्गत हितों का टकराव उत्पन्न होता हो, तो वह तत्काल लिखित रूप में निदेशक को इसकी सूचना देगा तथा जब तक इस संबंध में सरकार द्वारा उपयुक्त आदेश जारी नहीं किए जाते, तब तक वह किसी भी लॉटरी ड्रा में भाग नहीं लेगा।

(4) कोई भी व्यक्ति, जिसने उप-नियम (2) में उल्लिखित किसी अयोग्यता या हितों के टकराव को अर्जित कर लिया हो अथवा उससे ग्रस्त हो गया हो, और इसके बावजूद जानबूझकर उसका खुलासा न करे तथा किसी लॉटरी ड्रा हेतु न्यायाधीश के रूप में कार्य करता रहे, उसे तत्काल उस पद से हटाया जाएगा तथा भविष्य में किसी भी लॉटरी ड्रा हेतु न्यायाधीश के रूप में नियुक्ति के लिए अयोग्य घोषित किया जाएगा; तथापि, उसके विरुद्ध प्रचलित विधि या सेवा नियमों के अधीन की जाने वाली किसी भी अनुशासनात्मक, दीवानी या आपराधिक कार्यवाई पर इसका कोई प्रतिकूल प्रभाव नहीं पड़ेगा।

(5) न्यायाधीश ड्रा के दौरान उपस्थित रहेंगे तथा उनके समक्ष घोषित परिणाम का सत्यापन एवं पुष्टि करेंगे। ड्रा सम्पन्न होने के उपरांत, न्यायाधीश परिणाम पत्रक पर हस्ताक्षर करेंगे, जिससे निदेशक अथवा निदेशालय का अधिकृत अधिकारी, परिणाम को वितरक या विक्रय अभिकर्ता तथा उसके वितरक/आपूर्तिकर्ता नेटवर्क को मुद्रित माध्यम, वेबसाइट तथा अन्य प्रयोजनों हेतु प्रकाशन के लिए जारी कर सके। ड्रा से संबंधित सभी मामलों में उपस्थित न्यायाधीशों के निर्णय अंतिम होंगे।

(6) वितरक या विक्रय अभिकर्ता, निदेशक अथवा निदेशालय के अधिकृत अधिकारी से परिणाम प्राप्त होने पर, परिणाम को विभिन्न माध्यमों एवं तरीकों से, सहभागिता करने वाली जनता एवं/या सामान्य जनता के बीच प्रसारित करने तथा प्रकाशन हेतु सभी माध्यमों में उपयोग करने के लिए अधिकृत होंगे।

7. वितरक अथवा विक्रय अभिकर्ता की नियुक्ति.—(1) सरकार एक या एक से अधिक वितरक अथवा विक्रय अभिकर्ता की नियुक्ति अभिरुचि अभिव्यक्ति आमंत्रण सूचना निविदा आमंत्रण सूचना या प्रस्ताव आमंत्रण के माध्यम से कर सकेगी। तथापि, यदि सरकार उचित एवं समुचित समझे, तो वह वितरक अथवा विक्रय अभिकर्ता की नियुक्ति के लिए कोई अन्य विधि भी अपना सकेगी, जो निष्पक्ष, पारदर्शी तथा उद्देश्यपरक हो और इन नियमों के उद्देश्यों की पूर्ति करने वाली हो।

(2) सरकार, अपने विवेकानुसार, नियुक्ति के समय हिमाचल प्रदेश राज्य लॉटरी के विपणन एवं विक्रय हेतु वितरक अथवा विक्रय अभिकर्ताओं की संख्या तथा, यदि एक से अधिक वितरक अथवा विक्रय अभिकर्ता हों, तो प्रत्येक को आबंटित किए जाने वाले ड्रॉ की संख्या का निर्धारण कर सकेगी।

(3) सरकार, जहां-जहां लॉटरी विक्रय की अनुमति हो, राज्य द्वारा आयोजित लॉटरी के वितरण एवं विपणन में पात्रता, अर्हताएं तथा अनुभव, तथा वर्तमान या संभावित लॉटरी बाजार परिस्थितियों के परिप्रेक्ष्य में आवश्यक अन्य मापदंड, नियम एवं शर्तें निर्दिष्ट कर सकेगी।

(4) सफल बोलीदाता अथवा सफल बोलीदाता द्वारा कंपनी एक्ट, 2013 के अंतर्गत स्थापित विशेष प्रयोजन वाहन, सरकार की ओर से इन नियमों के अधीन लॉटरी व्यवसाय संचालित करने से पूर्व, वितरक अथवा विक्रय अभिकर्ता (जैसा भी प्रासंगिक हो) के रूप में, सरकार द्वारा अधिसूचना के माध्यम से निर्दिष्ट अवधि के लिए सरकार के साथ एक अनुबंध करने के लिए बाध्य होगा।

(5) नियुक्त वितरक अथवा विक्रय अभिकर्ता को यह प्राधिकृत किया जाएगा कि वह अपने व्यय एवं जोखिम पर लॉटरी टिकटों के विक्रय एवं वितरण हेतु अपना वितरण नेटवर्क नियुक्त करे। ऐसे नियुक्त संस्थाओं की सूची, आवश्यक विवरणों एवं पते सहित, वितरक अथवा विक्रय अभिकर्ता द्वारा सरकार को उपलब्ध कराई जाएगी।

(6) वितरक अथवा विक्रय अभिकर्ता तथा उनके द्वारा नियुक्त वितरण नेटवर्क, अधिनियम, केन्द्रीय नियमों, इन नियमों तथा समय-समय पर भारत सरकार या राज्य सरकार द्वारा जारी अन्य आदेशों अथवा अधिसूचनाओं के अनुरूप कार्य करेंगे। यदि वितरक अथवा विक्रय अभिकर्ता अथवा उसके वितरण नेटवर्क द्वारा किसी उल्लंघन, त्रुटि या लापरवाही के कारण सरकार को कोई हानि या क्षति होती है, तो उसकी प्रतिपूर्ति सरकार द्वारा नियुक्त वितरक अथवा विक्रय अभिकर्ता द्वारा की जाएगी।

(8) करार का निष्पादन.—सरकार, निविदा प्राप्त करने वाले सफल बोलीदाता अथवा सफल बोलीदाता द्वारा वितरक या विक्रय अभिकर्ता के रूप में कार्य करने हेतु स्थापित विशेष प्रयोजन वाहन के साथ (जैसा भी प्रासंगिक हो, वितरण/विपणन करार) एक करार करेगी, जिसे नामित प्राधिकारी अथवा निदेशक द्वारा हिमाचल प्रदेश के राज्यपाल के नाम से हस्ताक्षरित किया जाएगा।

(9) टिकटों का मुद्रण.—(1) टिकट का प्ररूप, आकार एवं अभिकल्प (डिज़ाइन) नामित प्राधिकारी की स्वीकृति से निदेशक द्वारा निर्धारित किया जाएगा।

(2) कागजी लॉटरी टिकट तथा वह स्टेशनरी जिस पर ऑनलाइन लॉटरी टिकट जारी किए जाते हैं, का मुद्रण सरकार द्वारा किसी शासकीय मुद्रणालय अथवा भारतीय रिज़र्व बैंक या भारतीय बैंक संगम, मुंबई के पैनल में सम्मिलित किसी उच्च सुरक्षा मुद्रणालय में कराया जाएगा।

(3) सरकार टिकटों के मुद्रण में सभी युक्तिसंगत सावधानियां बरतेगी ताकि लॉटरी टिकटों की सत्यता एवं प्रामाणिकता सुनिश्चित की जा सके तथा जाली टिकटों की प्रतिलिपि निर्माण एवं विक्रय को रोका जा सके।

(4) किसी विशिष्ट ड्रॉ के लिए मुद्रित प्रत्येक टिकट पर हिमाचल प्रदेश सरकार की मुहर एवं लोगो, निदेशक के प्रतिरूप हस्ताक्षर, विशिष्ट संख्या, ड्रॉ की तिथि एवं समय तथा प्रत्येक टिकट पर अंग्रेजी में मुद्रित अधिकतम खुदरा मूल्य अंकित होगा। यदि कोई टिकट इन नियमों का उल्लंघन करते हुए मुद्रित पाया जाता है, तो उसे अस्वीकृत करने का अधिकार निदेशक को होगा।

(5) टिकट के पिछले भाग पर अंग्रेजी या किसी क्षेत्रीय भाषा में पुरस्कार संरचना, अंकित मूल्य तथा ऐसे अन्य आवश्यक विवरण एवं शर्तें मुद्रित होंगी, जिन्हें सरकार क्रेताओं के हित में आवश्यक समझे। सरकार, निदेशक के माध्यम से, लॉटरी टिकटों पर अंकित होने वाली शर्तों एवं नियमों का निर्धारण करेगी।

(6) निदेशक, वितरक अथवा विक्रय अभिकर्ता से परामर्श कर, किसी भी समय टिकटों के पिछले भाग पर मुद्रित नियम एवं शर्तों में परिवर्तन कर सकता है, बशर्ते कि वे अधिनियम, केन्द्रीय नियमों, इन नियमों तथा निष्पादित अनुबंध के अनुरूप हों।

(7) मुद्रण आदेश जारी करते समय निदेशक, श्रृंखलाओं की संख्या, प्रत्येक श्रृंखला में टिकटों की संख्या, यदि कोई हो तो प्रत्येक पुस्तिका में टिकटों का समूहीकरण तथा मुद्रित किए जाने वाले कुल टिकटों की संख्या निर्दिष्ट करेगा। प्रत्येक श्रृंखला को वर्णमाला संकेत जैसे ए,बी,सी,डी आदि अथवा संख्यात्मक संकेत जैसे 0 (शून्य) से 9 (नौ) आदि, तत्पश्चात् एक तिर्यक रेखा (/) और पुनः वर्णमाला संकेत जैसे ए,बी,सी,डी या एए, बीबी, सीसी, डीडी आदि द्वारा पृथक रूप से चिह्नित किया जाएगा।

(8) लॉटरी बाजार की आवश्यकताओं के अधीन, निदेशक ऐसे लॉटरी टिकटों के मुद्रण का आदेश दे सकता है जो सरकार द्वारा राजपत्र (ई-गजट), हिमाचल प्रदेश में स्वीकृत या अधिसूचित संख्या से कम हों।

(9) ऑनलाइन लॉटरी टिकटों का मुद्रण स्वीकृत योजनाओं के अनुसार किया जाएगा। ऐसे टिकटों का विक्रय केवल तभी किया जाएगा जब क्रेता द्वारा चयनित संख्याओं तथा अन्य प्रासंगिक विवरणों को केंद्रीय कंप्यूटर सर्वर में अद्यतन कर दिया गया हो।

(10) प्रत्येक टिकट पर राज्य का लोगो, टिकट का नाम (प्रतिरूप/फैक्सिमिली), ड्रॉ की तिथि एवं समय तथा टिकट का मूल्य (एम.आर.पी.) अंकित होना चाहिए। इसके अतिरिक्त, मुद्रण का समय-चिह्न (टाइम-स्टैम्प), सुरक्षा चिह्न, बार कोड अथवा क्यूआर कोड भी सम्मिलित किए जाएंगे, जिससे खिलाड़ियों एवं राज्य दोनों के हितों की सुरक्षा सुनिश्चित हो सके।

(11) विक्रय किए गए टिकटों का विवरण सरकार के परिसर में स्थित सर्वर अथवा मिरर सर्वर से प्राप्त किया जाएगा तथा उक्त विवरण वितरक अथवा विक्रय अभिकर्ता द्वारा प्रतिदिन, संबंधित ऑनलाइन लॉटरी के ड्रॉ से पूर्व, नियम 10 के उप-नियम (1) में विनिर्दिष्ट अनुसार, निदेशक को उपलब्ध कराया जाएगा।

(12) यदि किसी स्थान पर ड्रॉ-समाप्ति समय के पश्चात् किसी क्रेता को कोई टिकट जारी किया जाता है और ऐसे टिकट पर कोई पुरस्कार निकलता है, तो उस टिकट को सरकार द्वारा मान्य अथवा स्वीकार नहीं किया जाएगा। ऐसे मामलों में संबंधित टिकट के लिए क्षतिपूर्ति करना वितरक अथवा विक्रय अभिकर्ता का दायित्व होगा।

(13) खिलाड़ी स्वयं यह सुनिश्चित करेगा कि अधिकृत विक्रेता द्वारा जारी किया गया कंप्यूटरीकृत लॉटरी टिकट सही एवं वास्तविक है। यदि संबंधित खिलाड़ी समर्पित टर्मिनल अथवा कियोस्क से प्रस्थान करने से पूर्व किसी प्रकार की त्रुटि, विसंगति या चूक आदि के संबंध में विक्रयकर्ता या खुदरा विक्रेता को तत्काल सूचित नहीं करता है, तो टिकट पर मुद्रित विवरण एवं संख्याओं को सही मानकर खिलाड़ी द्वारा स्वीकार किया गया समझा जाएगा तथा वह सभी प्रयोजनों एवं उद्देश्यों के लिए उस पर बाध्यकारी होगा।

(14) निदेशक या उसके द्वारा प्राधिकृत कोई अन्य व्यक्ति समय-समय पर ऑनलाइन लॉटरी टिकटों के मुद्रण की सुरक्षा प्रणाली तथा संपूर्ण परिचालन प्रणाली का निरीक्षण करेगा।

10. ऑनलाइन लॉटरी के संबंध में वितरक अथवा विक्रय अभिकर्ता के दायित्व.—(1) नियुक्त वितरक अथवा विक्रय अभिकर्ता प्रतिदिन टिकटों की बिक्री का विस्तृत लेखा-जोखा, सरकार द्वारा निर्दिष्ट प्ररूप में, तैयार कर प्रस्तुत करेगा। इसके अतिरिक्त, प्रत्येक ड्रॉ से पूर्व, उस ड्रॉ में विक्रय किए गए सभी टिकटों के कुल मूल्य का विवरण दर्शाने वाला विवरण-पत्र भी प्रस्तुत करेगा।

(2) वितरक अथवा विक्रय अभिकर्ता यह सुनिश्चित करेगा कि नेटवर्क में प्रयुक्त टर्मिनल तथा उनके सभी अवयव एवं सहायक उपकरण वास्तविक (प्रामाणिक) लॉटरी टर्मिनल आपूर्तिकर्ता से प्राप्त किए गए हों। साथ ही, वह यह भी सुनिश्चित करेगा कि नेटवर्क में प्रयुक्त सॉफ्टवेयर का नियमित अद्यतन उसके स्वयं के व्यय पर किया जाए।

(3) वितरक अथवा विक्रय अभिकर्ता केंद्रीय कंप्यूटर सर्वर, नेटवर्क, कंप्यूटर टर्मिनल आदि की सुरक्षा हेतु यह सुनिश्चित करेगा कि ऑनलाइन या कंप्यूटरीकृत नेटवर्क लॉटरी से संबंधित किसी भी डेटा एवं सूचना तक किसी अनधिकृत व्यक्ति की पहुँच न हो तथा उसे पढ़ा, जोड़ा, हटाया या परिवर्तित न किया जा सके। ऐसे प्रणाली के स्थापित स्थान पर अनधिकृत प्रवेश को रोकने हेतु लॉग-बुक का संधारण किया जाएगा।

(4) कंप्यूटरीकृत नेटवर्क में लॉटरी टिकटों एवं अन्य सामग्रियों के उत्पादन तथा वितरण की प्रक्रिया की गोपनीयता की रक्षा करना वितरक अथवा विक्रय अभिकर्ता का दायित्व होगा। वे ऐसी सामग्री एवं उपकरणों की सुरक्षा सुनिश्चित करेंगे, जिनका उपयोग अन्यथा जाली टिकटों के निर्माण में किया जा सकता है।

(5) वितरक अथवा विक्रय अभिकर्ता उपकरणों, डेटा, टिकट सामग्री तथा अन्य उपभोग्य सामग्रियों, संचार नेटवर्क तथा खुदरा टर्मिनलों या कियोस्क की सुरक्षा एवं संरक्षा सुनिश्चित करेगा, ताकि चोरी, धोखाधड़ी, दुरुपयोग या अग्नि अथवा दुर्घटनाओं से पूर्ण विनाश को रोका जा सके। इस संबंध में राज्य सरकार द्वारा समय-समय पर निर्देशित किसी भी सुरक्षा उपायों का पालन करना उनके लिए अनिवार्य होगा।

(6) वितरक अथवा विक्रय अभिकर्ता यह सुनिश्चित करेगा कि लॉटरी टिकट, जिनमें इलेक्ट्रॉनिक स्वरूप के टिकट भी सम्मिलित हैं, किसी "लॉटरी मुक्त क्षेत्र" घोषित राज्य या केंद्र शासित प्रदेश में विक्रय न किए जाएँ। ऑनलाइन लॉटरी के मामलों में, इस उप-नियम (6) का कड़ाई से अनुपालन हेतु उपयुक्त तंत्र एवं तकनीकी उपाय विकसित करना भी वितरक अथवा विक्रय अभिकर्ता का दायित्व होगा।

11. लॉटरी स्कीमों का विवरण एवं उनमें परिवर्तन.—(1) सरकार, समय-समय पर, इन नियमों के प्रयोजन हेतु विभिन्न लॉटरी योजनाओं का निर्माण एवं प्रकाशन, हिमाचल प्रदेश के राजपत्र (ई-गजट) में अधिसूचना द्वारा कर सकेगी। सरकार, अनुमेय लॉटरी स्लॉट्स अथवा सेट्स में से ऑनलाइन लॉटरी हेतु आरक्षित किए जाने वाले स्लॉट्स एवं सेट्स का निर्धारण एवं अधिसूचना करेगी तथा अधिनियम एवं नियमों के अनुरूप योजनाओं एवं ड्रॉ की संख्या जारी करेगी।

(2) बाजार के अनुकूल विभिन्न लॉटरी योजनाओं के निर्माण के समय वितरक अथवा विक्रय अभिकर्ता से परामर्श किया जा सकता है।

(3) प्रत्येक ड्रॉ के लिए पुरस्कारों का कुल मूल्य अथवा भुगतान (पे-ऑउट) का निर्धारण, प्रचलित बाजार परिस्थितियों को ध्यान में रखते हुए तथा अन्य आयोजन करने वाले राज्यों द्वारा संचालित लॉटरी योजनाओं का संज्ञान लेते हुए, नामित प्राधिकारी अथवा निदेशक द्वारा किया जाएगा।

(4) योजनाओं की धाराओं में समय-समय पर, बाजार परिस्थितियों अथवा वितरक/विक्रय अभिकर्ता के सुझावों को ध्यान में रखते हुए, निदेशक द्वारा संशोधन या परिवर्तन किया जा सकता है। इसी प्रकार, प्रत्येक ड्रॉ हेतु मुद्रित टिकटों के कुल मूल्य के सापेक्ष पुरस्कारों के कुल मूल्य का निर्धारण भी प्रचलित बाजार परिस्थितियों के आधार पर नामित प्राधिकारी/निदेशक द्वारा किया जाएगा।

(5) प्रत्येक ड्रॉ के लिए पुरस्कारों की संख्या, निदेशक द्वारा निर्धारित योजना के अनुसार होगी, जिसमें बाजार प्रवृत्तियों के अनुसार पुरस्कार संरचना के प्रतिशत में वृद्धि या कमी की जा सकती है।

(6) किसी भी लॉटरी योजना में प्रथम पुरस्कार दस हजार रुपये से कम नहीं होगा।

12. मुद्रित टिकटों का संकलन एवं वितरण.—(1) निदेशक, सरकार की ओर से, पारस्परिक रूप से सहमत स्थान पर, वितरक अथवा विक्रय अभिकर्ता को टिकटों की आपूर्ति/वितरण की व्यवस्था करेगा।

(2) वितरक अथवा विक्रय अभिकर्ता, ऐसे युक्तिसंगत समय के भीतर लॉटरी टिकटों का उठान करेगा जिससे कि प्रथम ड्रॉ, अनुबंध के निष्पादन की तिथि से साठ (60) दिनों की अवधि के भीतर अथवा जनहित में सरकार द्वारा निर्धारित किसी अन्य तिथि तक, संपन्न कराया जा सके।

(3) वितरक अथवा विक्रय अभिकर्ता, पारस्परिक रूप से सहमत स्थान पर, निदेशक से डिलीवरी चालान सहित मुद्रित कागजी लॉटरी टिकट प्राप्त करेगा। वितरक अथवा विक्रय अभिकर्ता, वास्तविक बिक्री के आधार पर सरकार से लॉटरी टिकट खरीदेगा तथा भुगतान भी उसी अनुपात में करेगा जितने टिकट वास्तव में विक्रय किए गए हों। यदि वितरक अथवा विक्रय अभिकर्ता, बिना किसी युक्तिसंगत कारण के, किसी अधिसूचित ड्रॉ या योजना के लिए पहले से मुद्रित टिकटों का उठान करने में विफल रहता है, तो सरकार, ऐसे अप्राप्त टिकटों के चालान मूल्य के बराबर राशि को परिसमाप्त हानि के रूप में उससे वसूल कर सकेगी।

(4) यदि कोई टिकट अविक्रित रह जाते हैं, तो प्रत्येक लॉटरी ड्रॉ के निर्धारित समय से पूर्व, उनका पूर्ण लेखा-जोखा लिखित या इलेक्ट्रॉनिक रूप में निदेशक को सूचित किया जाएगा। इस प्रकार सूचित किए गए अविक्रित टिकट, निदेशक द्वारा निर्धारित समय-सीमा के भीतर भौतिक रूप से प्रस्तुत किए जाएंगे।

(5) मुद्रित टिकटों में पाई गई किसी भी त्रुटि या कमी की सूचना तत्काल निदेशक को दी जाएगी। ऐसी त्रुटिपूर्ण टिकटों का विक्रय किसी भी परिस्थिति में नहीं किया जाएगा। संबंधित खरीदार या वितरक अथवा विक्रय अभिकर्ता, ऐसे दोषपूर्ण टिकटों के बदले बिना किसी अतिरिक्त भुगतान के संशोधित टिकट प्राप्त कर सकता है। यह विनिमय, वितरक अथवा विक्रय अभिकर्ता/खरीदार द्वारा दोषपूर्ण या क्षतिग्रस्त टिकट प्रस्तुत किए जाने पर, निदेशक द्वारा किया जाएगा।

(6) परिवहन (ट्रांजिट) के दौरान टिकटों की हानि होने की स्थिति में, इसकी सूचना तत्काल निदेशक को दी जाएगी, जो ऐसी हानि का समाचार-पत्रों में तत्काल प्रकाशन करवाएगा तथा आवश्यक समझे जाने वाले उपयुक्त उपाय करेगा। तथापि, वितरक अथवा विक्रय अभिकर्ता को टिकटों की आपूर्ति के पश्चात यदि कोई हानि होती है, तो उसके लिए किसी प्रकार का कोई प्रतिकर देय नहीं होगा।

(7) निदेशक, इन नियमों में विनिर्दिष्ट विधि के अनुसार, मुद्रित टिकटों, विक्रय हेतु जारी टिकटों, विक्रित टिकटों, ड्रॉ के समय अविक्रित टिकटों तथा ड्रॉ के पश्चात प्रत्येक ड्रॉ के संबंध में विजेता टिकटों एवं उनके पुरस्कारों की राशि का अभिलेख संधारित करेगा।

(8) निदेशालय, ऑनलाइन लॉटरी के अंतर्गत विक्रित टिकटों का अभिलेख रखेगा तथा ड्रॉ से पूर्व बिक्री बंद होने पर कुल विक्रय विवरण का अभिलेख संधारित करेगा। निदेशक, निदेशालय में स्थापित मिरर सर्वर के साथ बिक्री का मिलान करने हेतु किसी अधिकारी या तकनीकी विशेषज्ञ की नियुक्ति या प्राधिकरण करेगा तथा प्रत्येक ड्रॉ के लिए वितरक अथवा विक्रय अभिकर्ता द्वारा की गई बिक्री एवं पुरस्कार वितरण का अभिलेख संधारित एवं सुरक्षित रखा जाएगा।

13. लॉटरी टिकटों का विक्रय .—(1) इन नियमों के अधीन सरकार की ओर से लॉटरी के विपणन एवं विक्रय हेतु नियुक्त वितरक अथवा विक्रय अभिकर्ता, जैसा भी प्रासंगिक हो, लॉटरी टिकटों के विक्रय के लिए अपना वितरण नेटवर्क नियुक्त कर सकता है।

(2) कागजी एवं ऑनलाइन लॉटरी के टिकटों के मूल्यवर्ग सरकार द्वारा किसी ड्रॉ या ड्रॉ के समूह के संबंध में आदेश द्वारा निर्दिष्ट किए जाएंगे; तथापि, किसी भी टिकट का न्यूनतम विक्रय मूल्य दो रुपये से कम नहीं होगा।

(3) टिकट, मांग किए जाने पर, क्रेता को विक्रय किया जाएगा

(4) ऑनलाइन लॉटरी के मामले में, खिलाड़ी योजना के अनुसार अपनी संख्या का चयन करेगा

(5) प्रत्येक लॉटरी के लिए योजना में विनिर्दिष्ट ड्रॉ-समाप्ति समय पर टिकटों का विक्रय बंद कर दिया जाएगा।

(6) मिरर सर्वर का पर्यवेक्षण निदेशक द्वारा या राज्य के डिजिटल प्रौद्योगिकी एवं शासन विभाग की निगरानी में, अथवा सरकार द्वारा प्राधिकृत किसी व्यक्ति या अधिकारी द्वारा, निदेशालय में किया जाएगा।

(7) खिलाड़ी स्वयं यह सुनिश्चित करेगा कि अधिकृत विक्रेता द्वारा जारी कागजी अथवा ऑनलाइन लॉटरी टिकट सही एवं वास्तविक है। यदि संबंधित खिलाड़ी, खुदरा काउंटर/टर्मिनल अथवा कियोस्क से प्रस्थान करने से पूर्व, किसी प्रकार की त्रुटि, विसंगति या चूक आदि के संबंध में विक्रयकर्ता या खुदरा विक्रेता को तत्काल सूचित नहीं करता है, तो टिकट पर मुद्रित विवरण एवं संख्याओं को सही मानकर खिलाड़ी द्वारा स्वीकार किया गया समझा जाएगा तथा वह सभी प्रयोजनों एवं उद्देश्यों के लिए उस पर बाध्यकारी होगा।

14. लॉटरी का ड्रॉ.—(1) सभी हिमाचल प्रदेश राज्य लॉटरी के ड्रॉ की तिथि एवं समय लॉटरी टिकट के अग्र भाग पर अंकित किया जाएगा।

(2) सभी हिमाचल प्रदेश राज्य लॉटरी के ड्रॉ, सरकार द्वारा समय-समय पर निर्धारित तिथि एवं समय पर आयोजित किए जाएंगे। तथापि, निदेशक लिखित रूप में कारण दर्ज करते हुए किसी भी लॉटरी के ड्रॉ की तिथि को निरस्त अथवा स्थगित कर सकता है। ऐसा कोई भी स्थगन या निरस्तीकरण तत्काल हिमाचल प्रदेश के राजपत्र (ई-गजट) में तथा सरकार द्वारा विनिर्दिष्ट अन्य स्थानों पर अधिसूचित किया जाएगा।

(3) सभी राज्य लॉटरी के ड्रॉ, हिमाचल प्रदेश राज्य की क्षेत्रीय अधिकारिता के भीतर आयोजित किए जाएंगे। ड्रॉ शिमला अथवा राज्य के भीतर किसी अन्य स्थान पर, जैसा कि सरकार द्वारा निर्धारित किया जाए, आयोजित होंगे तथा आम जनता के लिए खुले रहेंगे।

(4) सरकार, ड्रॉ को यांत्रिक ड्रॉ मशीनों या किसी अन्य यांत्रिक ड्रॉ पद्धति द्वारा, जो यादृच्छिक (रैंडम) प्रौद्योगिकी पर आधारित एवं दर्शकों के लिए पारदर्शी हो, अपने प्रत्यक्ष नियंत्रण में संचालित करेगी। ड्रॉ मशीनों की खरीद के समय भारत सरकार का गृह मंत्रालय द्वारा जारी सभी दिशा-निर्देशों एवं निर्देशों का कड़ाई से पालन किया जाएगा।

(5) ड्रॉ का संचालन इन नियमों के नियम 6 के उप-नियम (5) के अधीन होगा

(6) लॉटरी के ड्रॉ, यथाप्रासंगिक, केन्द्रीय नियमों के नियम 3 के उपबंधों के अनुसार कड़ाई से आयोजित किए जाएंगे। लॉटरी के विक्रय को प्रोत्साहित करने तथा किसी योजना की छवि को सुदृढ़ करने हेतु, निदेशालय अपने विवेक से, किसी विशिष्ट योजना/योजनाओं के प्रथम पुरस्कार का ड्रॉ केवल विक्रित टिकटों में से कर सकता है।

(7) सामान्यतः, किसी भी ड्रॉ का आयोजन रात्रि 9:00 बजे के पश्चात नहीं किया जाएगा, जब तक कि इसके लिए निदेशक द्वारा अनुमति न प्रदान की जाए।

(8) यदि प्रथम ड्रॉ, नियम 12 के उप-नियम (2) में निर्दिष्ट अवधि के भीतर, वितरक अथवा विक्रय अभिकर्ता की किसी त्रुटि के कारण आयोजित नहीं किया जाता है, तो उसकी जमानत राशि (सिक्वोरिटी डिपॉजिट) जब्त कर ली जाएगी। परंतु, यदि सरकार जनहित में आवश्यक समझे, तो वह प्रथम ड्रॉ के आयोजन की अवधि का विस्तार कर सकती है।

(9) ड्रॉ के परिणामों का आयोजन एवं संचालन निदेशक द्वारा पारदर्शी, निष्पक्ष एवं न्यायोचित तरीके से किया जाएगा।

(10) ड्रॉ स्थल पर, अल्फा-न्यूमेरिक संदेश के प्रसारण हेतु प्रयुक्त किसी भी प्रकार के उपकरण अथवा ऑडियो-विजुअल प्रदर्शन या अभिलेखन (रिकॉर्डिंग) के किसी उपकरण की अनुमति नहीं होगी, सिवाय प्रत्यक्ष प्रसारण (लाइव टेलीकास्ट) से संबंधित उपकरणों के, वह भी सरकार की पूर्व अनुमति से।

(11) ड्राँ संपन्न होने के पश्चात, मूल परिणाम पत्रक को निदेशक के कार्यालय में न्यूनतम 6 (छः) माह की अवधि तक अथवा सरकार द्वारा समय-समय पर निर्धारित अवधि तक सुरक्षित अभिरक्षा में रखा जाएगा, जिसके पश्चात सरकार की स्वीकृति से उसे नष्ट किया जाएगा। इस संबंध में निर्णय की सूचना, विनाश की तिथि से एक माह पूर्व, महालेखाकार, हिमाचल प्रदेश को प्रेषित की जाएगी।

(12) नामित प्राधिकारी से परामर्श कर, निदेशक ऑनलाइन लॉटरी के डेटा संधारण हेतु निम्नलिखित कार्यों के लिए किसी अधिकारी को नियुक्त या अधिकृत करेगा, अर्थात्

(क) निदेशक द्वारा अनुमोदित एवं हिमाचल प्रदेश के राजपत्र (ई-गजट) में प्रकाशित ऑनलाइन लॉटरी प्रावधानों को, केन्द्रीय नियमों एवं इन नियमों के अनुसार, प्रणाली में प्रविष्ट करना;

(ख) योजनाओं में निदेशक द्वारा किए गए किसी भी परिवर्तन, स्थगन या समाप्ति के संबंध में सर्वर को अद्यतन करना;

(ग) सर्वर के लॉग-इन अभिलेखों (क्रेडेंशियल्स) को सुरक्षित अभिरक्षा में रखना तथा उन्हें गोपनीय बनाए रखना।

(13) निदेशक यह सुनिश्चित करेगा कि सर्वर अथवा डेटा के बैकअप प्रबंधन का संचालन केवल सरकार द्वारा नियुक्त प्राधिकृत अधिकारियों द्वारा ही किया जाए।

15. परिणामों का प्रकाशन एवं प्रचार-प्रसार.—(1) निदेशक, ड्राँ के परिणामों का प्रकाशन कम से कम एक राष्ट्रीय समाचार-पत्र तथा दो राज्य स्तरीय समाचार-पत्रों में, जिनमें से एक अंग्रेजी भाषा में होगा, तथा हिमाचल प्रदेश के राजपत्र (ई-गजट) एवं निदेशालय की आधिकारिक वेबसाइट पर करेगा।

(2) ड्राँ संपन्न होने के पश्चात, निदेशक अथवा निदेशालय के अधिकृत अधिकारी(यों) द्वारा परिणामों की प्रमाणित प्रति, वितरक अथवा विक्रय अभिकर्ता के प्रतिनिधि को उपलब्ध कराई जाएगी।

(3) वितरक अथवा विक्रय अभिकर्ता अथवा उनका वितरण नेटवर्क, हिमाचल प्रदेश राज्य की लॉटरी योजनाओं की छवि निर्माण एवं संवर्धन हेतु आवश्यक सभी विज्ञापन एवं प्रचार-प्रसार के साधनों का उपयोग कर सकता है। इनमें प्रेस कवरेज एवं विज्ञापन, प्रत्यक्ष डाक (डायरेक्ट मेल) के माध्यम से प्रचार तथा रोड शो आदि आयोजनों के माध्यम से प्रचार-प्रसार सम्मिलित होंगे।

(4) लॉटरी से संबंधित समस्त प्रचार-प्रसार, वितरक अथवा विक्रय अभिकर्ता अथवा उनके वितरण नेटवर्क के विवेक पर होगा; तथापि, वे यह सुनिश्चित करेंगे कि लिखित, दृश्य या इलेक्ट्रॉनिक माध्यम में राज्य की लॉटरी का प्रस्तुतिकरण सरकार की छवि को आघात न पहुंचाए। सरकार द्वारा निषिद्ध किसी भी माध्यम या आयोजन में कोई प्रचार या विज्ञापन नहीं किया जाएगा।

(5) ऐसे समस्त प्रचार-प्रसार से संबंधित व्यय का वहन पूर्णतः वितरक अथवा विक्रय अभिकर्ता अथवा उनके वितरण नेटवर्क द्वारा किया जाएगा।

16. पुरस्कारों का दावा.—(1) दस हजार रुपये से अधिक के करयोग्य पुरस्कारों के सभी दावे, निम्नलिखित दस्तावेजों सहित, निदेशक के समक्ष प्रस्तुत किए जाएंगे, अर्थात्—

(क) दावा प्रपत्र (समुचित रूप से भरा हुआ), जैसा कि निदेशक द्वारा समय-समय पर विनिर्दिष्ट किया जाए;

(ख) मूल विजेता टिकट, जिसके पश्च भाग पर दावेदार द्वारा विधिवत हस्ताक्षर किए गए हों;

(ग) दावेदार के तीन पासपोर्ट आकार के फोटोग्राफ;

- (घ) गैर-न्यायिक स्टाम्प पत्र पर निर्धारित प्रारूप में शपथ-पत्र एवं घोषणा, जिसमें किसी मजिस्ट्रेट, नोटरी अथवा शपथ आयुक्त के समक्ष विजेता टिकट के स्वामित्व एवं प्रामाणिकता की पुष्टि की गई हो; तथा
- (ङ) वैध पासपोर्ट या मतदाता पहचान पत्र या आधार कार्ड या ड्राइविंग लाइसेंस, पैन कार्ड एवं निरस्त चेक पत्ती की स्वयं सत्यापित प्रति, अथवा अन्य दस्तावेज निदेशालय द्वारा समय-समय पर अधिसूचित किए जाएं।
- (2) विभिन्न ड्रॉ में सभी पुरस्कारों के भुगतान के लिए सरकार उत्तरदायी होगी।
- (3) वितरक अथवा विक्रय अभिकर्ता निम्नलिखित जानकारी निदेशालय को प्रस्तुत करेगा, अर्थात्
- (क) वितरक अथवा विक्रय अभिकर्ता या उसके नेटवर्क द्वारा वितरित किए गए सभी अकरयोग्य पुरस्कारों का विवरण तथा उनके भुगतान का लेखा-जोखा;
- (ख) निदेशक द्वारा निर्धारित समय-सीमा के भीतर अवितरित अथवा अदावा किए रह गए पुरस्कार धन का विवरण; तथा
- (ग) प्रत्येक लॉटरी ड्रॉ के निर्धारित समय से पूर्व, अविक्रित लॉटरी टिकटों का विस्तृत विवरण लिखित अथवा इलेक्ट्रॉनिक रूप में, तथा तत्पश्चात निदेशक द्वारा निर्धारित समय-सीमा के भीतर सभी भौतिक अविक्रित टिकटों का प्रस्तुतिकरण।
- (4) उप-नियम (3) में निर्दिष्ट विवरण, प्रत्येक ड्रॉ की तिथि से अधिकतम तीस (30) दिनों की अवधि के भीतर निदेशक को प्रस्तुत किए जाएंगे। निदेशक की संतुष्टि के उपरांत ऐसे विवरणों का समायोजन उपयुक्त लेखों में किया जाएगा।
- (5) सभी अदावा या अन्यथा वितरित न किए गए पुरस्कार धन, दावा अवधि की समाप्ति के पश्चात, सरकार की संपत्ति होंगे।
- (6) प्रत्येक ड्रॉ के सभी पुरस्कार, ड्रॉ की तिथि से तीस (30) दिनों के भीतर दावेदार द्वारा दावा किए जाएंगे, अन्यथा सरकार किसी भी स्थिति में पुरस्कार भुगतान के लिए उत्तरदायी नहीं होगी तथा ऐसे पुरस्कार सरकार के पक्ष में जब्त माने जाएंगे।
- (7) सरकार किसी भी ऐसे टिकट पर पुरस्कार राशि के भुगतान के लिए किसी भी प्रकार से उत्तरदायी नहीं होगी, जो डाक परिवहन में खो गया हो, या जाली, प्रतिरूपित, नकली, परिवर्तित, रंगीन फोटोकॉपी किया हुआ, निर्दिष्ट सुरक्षा मुद्रणालय के अतिरिक्त कहीं और मुद्रित, अथवा अवैध, क्षतिग्रस्त, विकृत या इस प्रकार से छेड़छाड़ किया गया हो कि उसकी प्रामाणिकता का सत्यापन संभव न हो।
- (8) टिकट की प्रामाणिकता के संबंध में संदेह होने की स्थिति में, सरकार को दावेदार को बुलाने एवं उसका कथन दर्ज करने का अधिकार।

17. पुरस्कार विजेता टिकटों की जांच.—(1) निदेशक को प्राप्त पुरस्कार विजेता टिकटों की जांच निम्नलिखित प्रक्रिया के अनुसार कठोरता से की जाएगी, अर्थात्:—

- (क) निदेशालय, दावेदार से प्राप्त टिकटों को कागजी लॉटरी के मामले में उनकी प्रामाणिकता के सत्यापन हेतु संबंधित मुद्रक(ों) को प्रेषित करेगा, तथा ऑनलाइन लॉटरी के मामले में, निदेशक क्यूआर कोड या बार कोड, जीइक्यूडी आदि माध्यमों के द्वारा टिकटों की प्रामाणिकता के सत्यापन हेतु उत्तरदायी होगा;

(ख) ऐसे टिकट, भले ही क्षतिग्रस्त हों, परंतु जिनकी श्रृंखला एवं टिकट संख्या यथावत् सुरक्षित हो, उनकी प्रामाणिकता अथवा अन्यथा की जांच हेतु स्वीकार किए जाएंगे; तथा

(ग) यदि निदेशालय को कोई द्वितीयक दावा प्राप्त होता है, तो उसे सत्यापन हेतु संबंधित मुद्रक को भेजा जाएगा, और सत्यापन प्रतिवेदन प्राप्त होने पर, निदेशालय दावेदार को टिकट की प्रामाणिकता के संबंध में सूचित करेगा। यदि किसी जाली टिकट का दावेदार मुद्रक द्वारा जारी सत्यापन प्रतिवेदन से असंतुष्ट हो, तो वह निदेशालय से सूचना प्राप्त होने की तिथि से तीस (30) दिनों के भीतर ₹100/- के स्टाम्प या ई-स्टाम्प पत्र पर एक नवीन शपथ-पत्र प्रस्तुत कर सकता/सकती है, जिसमें यह उल्लेख होगा कि वह कूरियर, डाक, जीइक्यूडी शुल्क आदि अथवा संपूर्ण प्रक्रिया की लागत वहन करेगा/करेगी तथा यदि टिकट पुनः कपटपूर्ण या अप्रामाणिक पाया जाता है, तो वह उसके परिणामों का सामना करने के लिए तैयार है; तत्पश्चात् निदेशालय उक्त टिकट को प्रमाणीकरण हेतु जीइक्यूडी को प्रेषित करेगा।

(2) कोई भी दावेदार जो पुरस्कार राशि का दावा किसी गढ़े हुए, द्वितीयक, जाली, परिवर्तित, रंगीन प्रतिलिपि, अथवा निर्धारित सुरक्षा मुद्रकों के अतिरिक्त कहीं और मुद्रित टिकट/प्रति के आधार पर करता है, या जिसका टिकट अवैध, विकृत या छेड़छाड़ किया हुआ पाया जाता है, वह सरकार द्वारा निर्धारित दंड, जिसमें अर्थदंड या अन्य कार्यवाही अथवा दोनों सम्मिलित हो सकते हैं, के लिए उत्तरदायी होगा।

18. पुरस्कार राशि का भुगतान.—(1) निदेशक, स्वीकृत एवं वास्तविक दावों के संबंध में देय सभी करयोग्य पुरस्कार राशि का वितरण स्रोत पर कर कटौती तथा अन्य लागू कटौतियों, यदि कोई हों, को घटाने के उपरांत करेगा।

(2) करयोग्य राशि से संबंधित पुरस्कार दावों का भुगतान, संबंधित सुरक्षा मुद्रण प्रेस अथवा केंद्रीय सर्वर या मिरर सर्वर से पुरस्कार विजेता टिकट के विधिवत सत्यापन के पश्चात् किया जाएगा।

(3) एकल टिकट के आधार पर दावेदार केवल एक ही पुरस्कार का दावा करने का अधिकारी होगा

(4) करयोग्य पुरस्कारों का भुगतान, आयकर तथा अन्य लागू करों एवं विभागीय शुल्क, यदि कोई हों, की कटौती के उपरांत निदेशक द्वारा किया जाएगा। करयोग्य पुरस्कारों के लिए दावेदार को, आहरण की तिथि से तीस (30) दिनों की अवधि के भीतर, निर्दिष्ट प्रपत्र में अपना दावा निदेशक या निदेशालय के अन्य अधिकृत अधिकारी के समक्ष प्रस्तुत करना होगा।

(5) प्रत्येक ड्रॉ के सभी पुरस्कार, नियम 16 के उप-नियम (6) में निर्दिष्ट समयावधि के भीतर दावेदार द्वारा दावा किए जाएंगे :

परंतु यह कि निदेशक, अपने विवेकाधिकार से, उक्त अवधि की समाप्ति के पश्चात् भी पुनर्विचार हेतु प्रस्तुत आवेदन पर दावेदार को पुरस्कार राशि का वितरण कर सकता/सकती है, यदि वह इस बात से संतुष्ट हो कि निर्धारित अवधि में दावा प्रस्तुत न कर पाने के कारण युक्तिसंगत एवं वास्तविक हैं :

परंतु यह भी कि आहरण की तिथि से पैंतालीस (45) दिनों के पश्चात् प्राप्त दावों के संबंध में ऐसा विवेकाधिकार प्रयोग नहीं किया जाएगा।

(6) सरकार, अनुबंध में विनिर्दिष्ट प्रावधानों के अनुसार, वितरक या विक्रय अभिकर्ता को उसके वितरण नेटवर्क सहित, अपनी ओर से दस हजार रुपये तक की अकरयोग्य पुरस्कार राशि के भुगतान के लिए अधिकृत कर सकती है।

(7) समस्त पुरस्कार राशि का भुगतान केवल भारतीय मुद्रा में किया जाएगा

(8) सभी अकरयोग्य पुरस्कार विजेता टिकट, वितरक या विक्रय अभिकर्ता द्वारा प्रस्तुत किए जाने की तिथि से अधिकतम अट्ठाईस (28) दिनों की अवधि तक, शिमला स्थित निदेशक की अभिरक्षा में, अथवा अन्य राज्यों में संचालित कैप कार्यालयों में निदेशक द्वारा अधिकृत अधिकारी की अभिरक्षा में रखे जाएंगे, जिसके पश्चात निर्धारित प्रक्रिया के अनुसार ऐसे टिकटों का निस्तारण (विनष्ट) किया जा सकेगा।

(9) यह सरकार का दायित्व होगा कि जहां भी लागू हो, पुरस्कारों पर आयकर की स्रोत पर कटौती सुनिश्चित की जाए तथा कटौती के उपरांत शेष पुरस्कार राशि विजेता(ओं) के बैंक खाते में जमा की जाए।

19. सरकार को तथा सरकार द्वारा भुगतान की रीति.—(1) वितरक या विक्रय अभिकर्ता, सरकार को देय सभी भुगतानों का निर्वहन, शिमला स्थित किसी राष्ट्रीयकृत/अनुसूचित बैंक पर निदेशक के पक्ष में आहरित मांग ड्राफ्ट के माध्यम से अथवा रियल टाइम ग्रॉस सेटलमेंट या किसी अन्य बैंक अंतरण विधि द्वारा, सरकार द्वारा समय-समय पर निर्दिष्ट बैंक खाते में करेगा।

(2) निदेशक, इस उद्देश्य हेतु वास्तव में विक्रय किए गए टिकटों के अंकित मूल्य के आधार पर चालान निर्गत करेगा/करेगी।

(3) पुरस्कार राशि के भुगतान तथा अन्य विविध व्ययों से संबंधित सभी लेन-देन राज्य के लोक लेखा खाते के माध्यम से किए जाएंगे।

(4) लॉटरी के विपणन एवं विक्रय के लिए अनुबंध पर हस्ताक्षर करते समय, वितरक या विक्रय अभिकर्ता, सरकार को एक सुरक्षा जमा (सिक्योरिटी डिपोजिट) प्रस्तुत करेगा, जो शिमला में शाखा वाले किसी अनुसूचित या राष्ट्रीयकृत बैंक से निर्गत बैंक गारंटी या सावधि जमा के रूप में अथवा सरकार द्वारा समय-समय पर निर्दिष्ट किसी अन्य माध्यम से होगा। उक्त सुरक्षा जमा की राशि सरकार द्वारा निर्धारित की जाएगी तथा अनुबंध में उल्लिखित होगी। यह सुरक्षा जमा अनुबंध की संपूर्ण अवधि के लिए प्रस्तुत की जाएगी।

(5) यदि सुरक्षा जमा की वैधता अवधि, करार की अवधि से कम पाई जाती है, तो वितरक या विक्रय अभिकर्ता, सुरक्षा जमा की समाप्ति से अधिकतम 30 (तीस) दिन पूर्व, उसे अनुबंध की शेष अवधि के लिए नवीनीकृत करवाएगा; अन्यथा, सरकार द्वारा उसके आह्वान के संबंध में एकपक्षीय निर्णय लिया जा सकेगा। इसके अतिरिक्त, वितरक या विक्रय अभिकर्ता द्वारा करार की किसी भी शर्त के उल्लंघन की स्थिति में, सुरक्षा जमा (सिक्योरिटी डिपोजिट) सरकार के पक्ष में जब्त की जाएगी।

(6) सुरक्षा जमा (सिक्योरिटी डिपोजिट) की राशि, सरकार के विवेकाधिकार पर, समय-समय पर, वितरक या विक्रय अभिकर्ता को समुचित सूचना देकर तथा उनसे विचार-विमर्श करने के पश्चात, संशोधित या पुनरीक्षित की जा सकती है।

20. लेखे एवं लेखा परीक्षण.—(1) निदेशालय, संबंधित योजना(ओं) में अधिसूचित प्रति टिकट अंकित मूल्य के आधार पर, नियमित अंतराल पर अथवा निदेशक द्वारा समय-समय पर निर्धारित अनुसार, वितरक या विक्रय अभिकर्ता को चालान निर्गत करेगा।

(2) सरकार, लिखित अनुरोध/नोटिस जारी कर, वितरक या विक्रय अभिकर्ता के लॉटरी व्यवसाय की जांच करने का अधिकार सुरक्षित रखती है।

(3) वितरक या विक्रय अभिकर्ता, लॉटरी संचालन एवं लेखों से संबंधित अपने वित्तीय विवरणों के लेखा परीक्षण हेतु एक चार्टर्ड अकाउंटेंट की नियुक्ति करेगा।

(4) सरकार, राज्य लॉटरी के संचालन से संबंधित सभी लेखों के स्वतंत्र लेखा परीक्षण हेतु किसी चार्टर्ड अकाउंटेंट या आवश्यक योग्यता रखने वाले अन्य किसी व्यक्ति की नियुक्ति कर सकती है।

(5) सरकार, वितरक या विक्रय अभिकर्ता तथा उसके वितरण नेटवर्क द्वारा स्थापित कंप्यूटर प्रणाली/नेटवर्क के लेखा परीक्षण एवं निरीक्षण हेतु कंप्यूटर अभियंताओं या विशेषज्ञों की नियुक्ति भी कर सकती है। ऐसे व्यक्ति टिकटों की बिक्री के सतत परीक्षण/निगरानी के लिए भी उत्तरदायी होंगे, ताकि किसी भी कंप्यूटर संबंधी त्रुटि, गलती, धोखाधड़ी, प्रणाली के दुरुपयोग या आंकड़ों में हेरफेर का पता लगाया जा सके तथा निदेशक द्वारा सौंपे गए अन्य कार्यों का निर्वहन किया जा सके।

(6) वितरक या विक्रय अभिकर्ता, निर्दिष्ट प्राधिकारी द्वारा निर्धारित प्रारूप एवं समय-सीमा में, लेखा-परीक्षित लेखा-विवरण/अभिलेख प्रस्तुत करेगा। निदेशक ऐसे लेखों/अभिलेखों का सत्यापन करेगा तथा वितरक या विक्रय अभिकर्ता के लेखों का समय-समय पर निरीक्षण भी करेगा।

21. विक्रय प्राप्तियों का जमा.—सरकार यह सुनिश्चित करेगी कि वितरक या विक्रय अभिकर्ता से प्राप्त विक्रय आय तथा अन्य सभी भुगतान राज्य की समेकित निधि अथवा लोक लेखा खाते में जमा किए जाएं।

22. अविक्रीत कागजी लॉटरी टिकटों का निस्तारण.—(1) वितरक या विक्रय अभिकर्ता, सरकार से प्राप्त टिकटों, विक्रय किए गए टिकटों तथा अविक्रीत शेष टिकटों का, अन्य आवश्यक विवरण सहित, छः (6) माह की अवधि तक अथवा सरकार द्वारा निर्दिष्ट अवधि तक अभिलेख संधारित करेगा।

(2) वितरक या विक्रय अभिकर्ता, निदेशक द्वारा निर्दिष्ट समय-सीमा के भीतर, पूर्ण लेखा सहित अविक्रीत टिकटों को समय-समय पर निदेशक को वापस करेगा तथा तब तक ऐसे अविक्रीत टिकटों को आवश्यकतानुसार सुरक्षित स्थान पर सुरक्षित रखेगा।

(3) निदेशालय के अधिकारियों द्वारा विधिवत सत्यापन के उपरांत, अविक्रीत टिकटों का समय-समय पर निस्तारण, निर्दिष्ट प्राधिकारी द्वारा निर्धारित विधि के अनुसार किया जाएगा।

23. विपणन व्यवस्था की राज्य सरकार को सूचना.—(1) निदेशक का यह दायित्व होगा कि वह राज्य सरकार को विपणन व्यवस्थाओं के संबंध में सूचित करे, जिसमें विक्रय या वितरण में संलग्न व्यक्ति/संस्थाएं तथा लॉटरी टिकटों के मुद्रण में संलग्न सुरक्षा मुद्रक सम्मिलित होंगे।

(2) निर्दिष्ट प्राधिकारी या निदेशक, लॉटरी टिकटों के सुचारु विपणन एवं विक्रय को सुनिश्चित करने के लिए उत्तरदायी होगा, तथा किसी भी प्रकार की ऐसी परिस्थिति उत्पन्न होने पर, जो हिमाचल प्रदेश राज्य लॉटरी के विक्रय को बाधित करती हो या बाधित करने की आशंका हो, उस क्षेत्राधिकार के अधीन संबंधित सरकारी अधिकारी के साथ प्रत्यक्ष संपर्क बनाए रखेगा, जहां टिकटों का विक्रय किया जा रहा है या प्रस्तावित है।

24. हिमाचल प्रदेश राज्य लॉटरी के अतिरिक्त अन्य लॉटरी.—इन नियमों में अन्यथा उपबंधित के अतिरिक्त, सरकार या इस संबंध में प्राधिकृत निदेशालय की पूर्व अनुमति के बिना निजी पक्षों, संघों, फर्मों या अन्य व्यक्तियों द्वारा संचालित सभी लॉटरी अवैध मानी जाएंगी तथा वे विधि के अधीन, जिसमें भारतीय न्याय संहिता 2023 की धारा 297 (2023 का केंद्रीय अधिनियम संख्यांक 45) भी सम्मिलित है, के अनुसार दंडनीय होंगी।

25. बिक्री प्राप्तियों, न्यूनतम सुनिश्चित राजस्व और अन्य खर्चों का भुगतान.—(1) सरकार योजना और बाजार की स्थितियों के आधार पर समय-समय पर वितरक या बिक्री एजेंट को दी जाने वाली प्रति टिकट छूट की दर अधिसूचित करेगी।

(2) निदेशक या निदेशालय का अधिकृत अधिकारी अंकित मूल्य के आधार पर टिकटों की वास्तविक बेची गई मात्रा के लिए वितरक या बिक्री एजेंट को बीजक (इनवॉइस) जारी करेगा।

(3) ड्रॉ के बाद, बेचे गए टिकटों पर गैर-कर योग्य राशि के पुरस्कारों को उनके अंकित मूल्य के विरुद्ध समायोजित किया जाएगा। निदेशालय सरकार की किसी भी/सभी लॉटरी योजनाओं के लिए

समायोजन के उद्देश्य से दस हजार रुपये तक की गैर-कर योग्य राशि के पुरस्कारों हेतु वितरक या बिक्री एजेंट को अनुमोदन पत्र जारी करेगा।

(4) वितरक या बिक्री एजेंट उप-नियम (3) में उल्लिखित अनुमोदन पत्र के अनुसार दस हजार रुपये तक वितरित पुरस्कारों को समायोजित करने के बाद, उप-नियम (2) के अनुसार बेचे गए टिकटों की वास्तविक संख्या के लिए प्रत्येक पेपर लॉटरी योजना के संबंध में बिक्री प्राप्तियां, निदेशालय से साप्ताहिक बीजक प्राप्त होने के सात (7) दिनों की अवधि के भीतर सरकार के पास जमा करेगा। निर्धारित समय में बिक्री प्राप्तियां जमा न करने पर 12 प्रतिशत वार्षिक की दर से दंडात्मक ब्याज देना होगा।

(5) ऑनलाइन लॉटरी के मामले में, सरकार अधिसूचना द्वारा या समझौते के माध्यम से वितरक या बिक्री एजेंट को केंद्रीय कंप्यूटर सर्वर से जुड़े एक एस्करो खाते के संचालन की आवश्यकता रख सकती है, जिससे प्रत्येक बेचे गए ऑनलाइन टिकट से संबंधित बिक्री प्राप्तियां स्वतः ही सरकार के पक्ष में विनियोजित हो जाएंगी, और ऐसी बिक्री प्राप्तियों में से वितरक या बिक्री एजेंट द्वारा वितरित गैर-कर योग्य पुरस्कारों की राशि, जैसा कि निदेशक द्वारा अनुमोदित हो, समायोजित की जाएगी।

(6) वितरक या बिक्री एजेंट दस हजार रुपये तक के पुरस्कारों की अदावाकृत पुरस्कार राशि, दावा अवधि समाप्त होने के बाद लेकिन पैंतालीस (45) दिनों के भीतर, पुरस्कार विजेता टिकटों के भौतिक सत्यापन के बाद निदेशक द्वारा मांग किए जाने पर अलग से जमा करेगा। वितरक या बिक्री एजेंट द्वारा किसी भी देरी पर उपरोक्त उप-नियम (4) के अनुसार दंडात्मक ब्याज लगेगा।

(7) सरकार प्रति वर्ष न्यूनतम सुनिश्चित राजस्व निर्दिष्ट कर सकेगी जो सरकार को वितरक या बिक्री एजेंट से प्राप्त होगा, चाहे वितरक या बिक्री एजेंट द्वारा विपणन और बेचे गए आबंटित ड्रॉ के लिए लॉटरी टिकटों की मात्रा कुछ भी हो। यह निविदा आमंत्रण सूचना/प्रस्तावों के अनुरोध जारी करते समय उचित मानी जाने वाली शर्तों के साथ तय किया जाएगा।

(8) प्रत्येक वितरक या बिक्री एजेंट को निविदा आमंत्रण सूचना/प्रस्तावों के अनुरोध या वितरक या बिक्री एजेंट के साथ निष्पादित समझौते में निर्दिष्ट अवधि के भीतर लागू न्यूनतम सुनिश्चित राजस्व राशि के साथ-साथ अन्य राशियों का भुगतान सरकार को करना होगा। सरकार अपने नामित प्राधिकारी के माध्यम से, वितरक या बिक्री एजेंट के साथ किए गए समझौते के अपरिहार्य घटना खंड में शामिल कुछ घटनाओं के घट जाने के कारण, कारणों जो लिखित में अभिलिखित किए जाएं, के आधार पर इस राशि को माफ कर सकेगी या कम कर सकेगी।

(9) अतिरिक्त, निदेशक के पास लॉटरी चलाने में होने वाले विभिन्न प्रशासनिक व्ययों (ड्रॉ शुल्क आदि) के लिए वितरक या बिक्री एजेंट से अतिरिक्त मांग करने की स्वतंत्रता होगी।

26. वस्तु एवं सेवा कर और वैधानिक देनदारियों का भुगतान.—(1) वितरक या बिक्री एजेंट समय-समय पर निर्धारित दरों और तरीके से रिवर्स चार्ज मैकेनिज्म के आधार पर बेचे गए टिकटों की वास्तविक संख्या पर माल और सेवा कर के भुगतान के लिए पूरी तरह उत्तरदायी होगा। इस संबंध में वितरक या बिक्री एजेंट द्वारा किसी भी गैर-अनुपालन या अनुपालन में देरी के लिए सरकार उत्तरदायी नहीं होगी।

(2) वितरक या बिक्री एजेंट मासिक आधार पर राज्य लॉटरी निदेशालय को माल और सेवा कर संदय की रसीदें प्रस्तुत करेगा।

(3) जिस राज्य सरकार के अधिकार क्षेत्र में हिमाचल प्रदेश राज्य लॉटरी के टिकट बेचे जा रहे हैं, वहां हिमाचल प्रदेश माल और सेवा कर अधिनियम, 2017 और लागू नियमों के तहत निर्धारित दरों और तरीके से माल और सेवा कर देय होगा। जिसमें समय-समय पर किए गए कोई भी संशोधन शामिल हैं। हिमाचल प्रदेश राज्य से बाहर हिमाचल प्रदेश राज्य लॉटरी की बिक्री के संबंध में वस्तु एवं सेवा कर, लेवी, शुल्क आदि सहित सभी वैधानिक करों का उत्तरदायित्व बिक्री एजेंट/वितरक या उनके वितरण नेटवर्क का होगा।

27. शिकायतों और विवादों का निपटारा.—(1) सरकार आम जनता से प्राप्त किसी भी शिकायत या आरोप की जांच करने के लिए अधिसूचना द्वारा एक समिति का गठन या एक प्राधिकारी को नामित कर सकती है, और राज्य की लॉटरी के सुचारु संचालन की सुविधा के लिए उचित सुझाव या सिफारिशें दे सकती है। समिति/प्राधिकारी की रिपोर्ट और उसके सुझाव सिफारिशी प्रकृति के होंगे और सरकार द्वारा किसी भी कार्रवाई के लिए उन पर विचार किया जा सकता है।

(2) शिकायतों पर केवल तभी विचार किया जाएगा जब उनके साथ शपथ-पत्र संलग्न हो। यदि शिकायत बिना नाम, हस्ताक्षर, वैध पहचान पत्र की प्रति, शपथ-पत्र और शिकायत के आरोप की पुष्टि करने वाली सत्यापन योग्य सामग्री के प्राप्त होती है, तो उसे खारिज कर दिया जाएगा। शिकायतों या आरोपों का निपटारा शीघ्रता से, निष्पक्ष रूप से और बिना किसी शुल्क के किया जाएगा। इसके अतिरिक्त, यदि गहन जांच के बाद शिकायत या आरोप झूठा पाया जाता है, तो शिकायतकर्ता के विरुद्ध दीवानी और आपराधिक दोनों प्रकार की उचित कार्रवाई की जा सकती है, और शिकायतकर्ता को हर्जाना भरने का आदेश दिया जा सकता है।

28. कानूनी कार्यवाही.—निदेशक को निदेशालय या सरकार के खिलाफ दायर मामलों का बचाव करने के साथ-साथ किसी प्रतिस्पर्धी आयोजक राज्य या सरकार के खिलाफ किसी भी शिकायतकर्ता सहित किसी भी फोरम के समक्ष मामले दायर करने के लिए अधिकृत माना जाएगा।

29. क्षेत्राधिकार.—इन नियमों के तहत कोई भी कार्यवाही शुरू होने की स्थिति में, शिमला, हिमाचल प्रदेश स्थित न्यायालयों को क्षेत्राधिकार वाला न्यायालय माना जाएगा।

30. निरसन और व्यावृत्तियां:— (1) हिमाचल प्रदेश राज्य लॉटरी नियम, 1999 का एतद्वारा निरसन किया जाता है।

ऐसे निरसन के होते हुए भी इस प्रकार निरसित नियम के अधीन की गई कोई बात या कार्रवाई जो अधिनियम, केंद्रीय नियमों या इन नियमों के उपबन्धों से असंगत नहीं है, इन नियमों तत्स्थानी उपबन्धों के अधीन की गई समझी जाएगी।

हस्ताक्षरित / —
निदेशक,
कोष, लेखा एवं लॉटरीज़, (हि0प्र0)।

[Authoritative English Text of this Department Notification No. TAL-LoLF01/14/1/2023-136611-Loose, dated 04-06-2026 as required under Clause (3) of Article 348 of the constitution of India].

**FINANCE DEPARTMENT
(DIRECTORATE OF TREASURIES, ACCOUNTS AND LOTTERIES)**

NOTIFICATION

Dated, the 4th June, 2026

TAL-LoLF01/14/1/2023-136611-Loose.—In exercise of the powers conferred by sub-section (1) of section 12 of the Lotteries (Regulation) Act, 1998 (Central Act No. 17 of 1998), the

Governor of Himachal Pradesh is hereby pleased to make the following rules for the purpose of regulating the Himachal Pradesh State Lottery, namely:—

1. Short title and commencement.—(1) These rules may be called the Himachal Pradesh State Lottery (Regulation) Rules, 2026.

(2) They shall come into force from the date of their publication in the Rajpatra (e-Gazette), Himachal Pradesh.

2. Definitions.—(1) In these rules, unless the context otherwise requires,—

- (a) "Act" means the Lotteries (Regulation) Act, 1998 (Central Act No. 17 of 1998);
- (b) "agreement" means an agreement, in writing, signed between the Government of Himachal Pradesh and the distributor or selling agent for marketing and selling of the lottery tickets of Himachal Pradesh State Lottery;
- (c) "central computer server" means a single or group of computer systems at a central location under the direct control of the Directorate or under the surveillance of the State Department of Digital Technologies and Governance or any other person or officer authorised by the Government, that accepts, processes, stores and validates the online lottery transactions or otherwise manages, monitors and controls the entire system of online lottery;
- (d) "Central Government" means the Government of India;
- (e) "Central Rules" means the Lotteries (Regulation) Rules, 2010;
- (f) "claim form" means the form prescribed by the Directorate for claiming the prize-winning amount directly from the Government;
- (g) "Designated Authority" means the Administrative Secretary to the Government of Himachal Pradesh in the Department of Finance.
- (h) "Director" means the Director so designated in the Directorate of Treasuries, Accounts and Lotteries, Government of Himachal Pradesh;
- (i) "Directorate" means the Directorate of Treasuries, Accounts and Lotteries under the administrative control of the Department of Finance, Government of Himachal Pradesh;
- (j) "commission" means the discount or concession given by the Government to the Distributor or selling agent on the Maximum Retail Price of each ticket;
- (k) "distributor or selling agent" means an individual or a firm or a body corporate or other legal entity established under law so appointed by the Government through an agreement to market and sell lotteries on behalf of the Government of Himachal Pradesh and shall include one or more of such firm or body corporate or legal entity appointed as distributor or selling agent simultaneously or from time to time, as the case may be;

- (l) "distribution network" means the distributor, sub-distributor(s), regional distributor(s), area distributor(s), stockists, sub-stockists, selling agents, sub-selling agents, wholesalers, retailers, sellers etc.;
- (m) "draw-break" means the date and time specified in the Scheme, at which the sale of lottery ticket for a particular draw shall be ceased prior to the draw for such Scheme;
- (n) "face value" means the value of each ticket arrived at after deduction of Goods and Services Tax, commission and other applicable taxes and deductions, if any;
- (o) "Government" means the Government of the State of Himachal Pradesh;
- (p) "Governor" means the Governor of the State of Himachal Pradesh;
- (q) "Judge" means such official who is either Class-I or Class-II Gazetted Officer or any other person with a good reputation in society appointed by the Government to witness the conduct of lottery draws or drawing the prize-winning numbers of a lottery or lotteries at a scheduled time;
- (r) "lottery" means a scheme in whatever form and by whatever name called, for distribution of prize(s) by lot or chance to those persons participating in the chances of a prize by purchasing tickets.
- (s) "Maximum Retail Price" of a ticket means the value printed on each lottery ticket inclusive of all taxes and charges;
- (t) "network" means a communication and data exchange system created by physically or otherwise connecting two or more computers with network interface, cards and cables and running on network operation software;
- (u) "online lottery" means a system created to permit players to purchase lottery tickets generated by the computer including a personal computer or phone connected to internet, or online machine at the lottery terminals or kiosks where the information about the sale of a ticket and the player's choice of any particular number or in any form of combination, is simultaneously registered with the central computer server;
- (v) "paper lottery" means physical lottery tickets printed in accordance with the Act and the Central Rules;
- (w) "retailer(s)" means the person(s) appointed by the Government or the distributor or selling agent for sale of paper or online lottery tickets and would mean and include the retail computer terminal being used by such person for sale of lottery tickets to the players;
- (x) "sale proceeds" means the amount payable by the distributor or selling agent to the Government in respect of sale of tickets calculated at the face value printed on each ticket in respect of lotteries of a particular draw or scheme or both; arrived at as a product of the actual sold quantity of lottery tickets and the face value per ticket;
- (y) "Scheme" means the Himachal Pradesh State Lottery scheme (both Paper and Online) as formulated by the Government from time to time;

- (z) "taxable prize money" shall mean the gross value of any prize amount payable to the holder of the prize-winning ticket above ten thousand rupees (Rs.10,000/-) or such other amount as may be fixed by the Central Government that would be subject to tax deductible at source (TDS) at the rate specified by the Central Government from time to time.
- (aa) "tickets" means Himachal Pradesh State Lottery tickets (both paper and online) bearing the imprint and logo of the State of Himachal Pradesh as well as the facsimile signature of the Director on it; the ticket can be either in an electronic form or in a printed form;
- (ab) "unclaimed prize money" means the prize money from sold lottery tickets that has not been claimed by the winner and has not been disbursed by the distributor or selling agent and the Distributor Network in case of non-taxable category or not claimed by the winner from the Government in taxable category within the time limit specified by the Government under these rules.

(2) Words and expressions used but not defined herein but defined in the Act and the Central Rules shall have the meanings respectively assigned to them in the Act and the Central Rules.

3. Administration of lotteries.—(1) The Himachal Pradesh State Lottery shall be organized, promoted and conducted only by the Government and shall be administered through the Director.

(2) The Designated Authority shall be responsible for organizing the Himachal Pradesh State Lottery.

(3) The Himachal Pradesh State Lottery shall be under the administrative control of the Director with its headquarters at Shimla.

4. Organisation of lottery.—(1) The Government shall conduct and organize paper lottery or online lottery or both lotteries subject to the conditions specified in the Act, Central Rules and these Rules, within and outside the State of Himachal Pradesh wherever lotteries are permitted to be sold.

(2) The Designated Authority may announce in advance, by issuing a notification in the Rajpatra (e-Gazette), Himachal Pradesh, following information, namely:—

- (i) the name of the lottery or lottery scheme;
- (ii) maximum Retail Price (MRP) of the lottery ticket;
- (iii) face Value of the lottery ticket;
- (iv) maximum number of tickets that can be printed in case of paper lottery;
- (v) gross value of the tickets printed;
- (vi) name or names of the distributors or selling agents with their addresses and contact information;
- (vii) prize structure;

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- (viii) the amount offered as prize money.
- (ix) Periodicity of the draw;
- (x) the place where the draw shall be conducted and the procedure for drawing the prize-winning tickets or prize-winners.
- (3) in case the Government decides to organize more than one lottery, the procedure as provided in sub-rule (2) shall be followed for each lottery.
- (4) The number of lotteries draws except six (6) bumper draws in a calendar year organised by the Government from all lottery schemes put together, shall not be more than twenty four (24) draws per day.
- (5) No draws of lottery shall be conducted on day of National Holidays.
- (6) The minimum sale price of a lottery ticket shall not be less than rupees two (Rs.2/-).
- (7) The State Lotteries shall be named as “Himachal Pradesh State Lottery” with such other sub-names as may be decided by the Government or Director from time to time as per market conditions.
- (8) The Himachal Pradesh State Lottery shall be organized, conducted or promoted by the Government who can authorize one or more distributor or selling agent for sale of tickets after entering into a written agreement(s) on completion of the tendering process.
- (9) It shall be compulsory for the Government to print "FOR SALE IN <name of State> ONLY" on each paper lottery ticket.
- 5. Infrastructure for Conduct of lotteries and certifications.—** (1) The Government shall ensure adequate infrastructure for conduct of lottery draws, whether paper, online or both.
- (2) All guidelines and instructions issued by the Ministry of Home Affairs (MHA), Government of India shall be scrupulously followed while procuring of draw machines or any other mechanical method based on random technology, which is visibly transparent to the viewers.
- (3) The Central Computer Server shall be installed within the geographical territory of the State of Himachal Pradesh and the Mirror Server shall be installed within the premises of the Directorate at Shimla.
- (4) The Director or any other person duly appointed by the Government in this regard, shall exercise control and supervision over all infrastructure, including draw machines, Central Computer Server, Mirror Server, etc.
- (5) Necessary certifications to ensure integrity of the hardware or software to be used for operation of online lotteries from the Standardization, Testing and Quality Certification Directorate (STQC) under the Ministry of Electronics and Information Technology shall be obtained prior to commencement of operations.
- (6) Appointment and Accountability of Judges.—**(1) The Government shall appoint Judges to oversee and conduct the lottery draws (for drawing the prize-winning numbers) on a regular basis, as determined by the Government from time to time. The judges so appointed shall be paid an honorarium as determined by the Designated Authority from time to time.

(2) No person shall be appointed, or shall continue to act, as a Judge for the conduct of any lottery draw if such person, whether in his or her own name or through any relative or through any firm, company or other entity in which he or she has an interest:

(a) is a Distributor or Selling Agent, sub-distributor or retailer of the Himachal Pradesh State Lottery; or

(b) is a director, partner, proprietor, employee or agent of any Distributor or selling agent, sub-distributor or retailer.

(3) Every person proposed to be appointed as a Judge shall, before assuming his or her duties, furnish to the Director a written declaration that he or she does not suffer from any disqualification specified in sub-rule (2) above. If, during the currency of his or her appointment, any Judge becomes aware of a circumstance giving rise to a conflict of interest within the meaning of sub-rule (2) above, he or she shall forthwith disclose the same in writing to the Director and shall not participate in any lottery draw until the Government issues appropriate orders in that behalf.

(4) Any person who, having incurred or acquired any disqualification or conflict of interest referred to in sub-rule (2) above, knowingly omits to disclose the same and continues to act as a Judge for any lottery draw, shall be liable to be removed from such position forthwith and shall be disqualified from being appointed as a Judge for any future lottery draws, without prejudice to any disciplinary, civil or criminal action that may be taken against him or her under applicable law or service rules.

(5) The Judges must be present during the draw and must verify and confirm the result announced in their presence. Following the draws, the Judges must sign the result sheet so that the Director or authorised officer of the Directorate, can release the results to the Distributor or selling agent and its distributor/ supplier network for publication in print media, on the website, and for other purposes. The decisions of the Judges present shall be final in respect of all matters connected with the draw.

(6) The distributor or selling agent are authorised to distribute the result to the participating public and/ or general public *via* various methods and means, as well in all media for publication of the result or other purposes, upon receipt of the result from the Director or authorised officer of the Directorate.

7. Appointment of distributor or selling agent.—(1) The Government may appoint one or more than one distributor or selling agent either by way of notice inviting expression of interest or notice inviting tenders or Request for Proposals. However, the Government may, if it deems fit and proper, adopt any other method for appointment of distributor or selling agent which is fair, transparent and objective and in furtherance of the objects of these rules.

(2) The Government may, at its discretion, determine the number of distributor or selling agent to market and sell the Himachal Pradesh State Lotteries at the time of appointment as well as the number of draws to be allotted to each distributor or selling agent in case there is more than one distributor or selling agent.

(3) The Government may specify eligibility qualifications and experience in the distribution and marketing of the state-organized lotteries wherever lotteries are permitted to be sold, as well as any other criteria or terms and conditions deemed necessary in light of the current or anticipated lotteries market conditions.

(4) The successful bidder or the special purpose vehicle (SPV) incorporated by the successful bidder under the Companies Act, 2013 is then required to enter into an agreement with the Government before conducting lottery business on behalf of the Government under these rules as a distributor or selling agent (as the case may be), for a period as specified by notification by the Government.

(5) The appointed distributor or selling agent shall be authorised to appoint their distribution network to sell and distribute lottery tickets in the market at their own expense and risk. A list of such appointed entities alongwith the necessary particulars, address, etc., shall be furnished by the distributor or selling agent to the Government.

(6) The distributor or selling agent and the distribution network appointed by the distributor or selling agent shall act in conformity with the provisions of the Act, or the Central Rules, these rules and any other orders or notifications related to lottery, issued by the Government of India or the State Government, from time to time. In the event of any damage or loss caused to the Government, due to any such violation or omission or negligence of the distributor or selling agent or its distribution Network, the same shall be made good by the distributor or selling agent appointed by the Government.

(8) Execution of agreement.—The Government shall enter into an agreement (distribution/ marketing agreement, as the case may be) with the successful bidder who is awarded the tender or the special purpose vehicle (SPV) incorporated by the successful bidder to act as the distributor or selling agent, which shall be signed by the designated authority or the Director in the name of the Governor of the State of Himachal Pradesh.

(9) Printing of tickets.—(1) The form, size and design of ticket shall be decided by the Director with the approval of the Designated Authority.

(2) The paper lottery tickets and the stationery on which the online lottery tickets are issued shall be printed by the Government at a Government Press or any other high security press included in the panel of the Reserve Bank of India or the Indian Banks' Association, Mumbai.

(3) The Government shall take all reasonable precautions in the printing of tickets to ensure the genuineness and authenticity of lottery tickets and to prevent duplication and sale of fake lottery tickets.

(4) Each printed ticket for a particular draw shall bear the imprint and logo of the Government of Himachal Pradesh alongwith facsimile signature of the Director, distinctive number, the date and time of draw and the Maximum Retail Price of the ticket printed in English on each lottery ticket. The Director shall have the authority to reject any tickets printed that are found to be in violation of these rules.

(5) On the reverse side of the tickets, there shall be printed information in English or any regional language showing prize structure, face value and such other essential details and conditions as the Government may consider necessary for the purchasers. The Government through the Director, shall determine the terms and conditions that appear on the lottery tickets.

(6) The Director, in consultation with the distributor or selling agent, may change the terms and conditions printed on the back of the tickets at any time, so long as the same comply with the Act, the Central Rules and these rules as well as the Agreement executed.

(7) When placing the printing order, the Director, shall specify the number of series, the number of tickets in each series, the grouping of tickets if any, in each booklet, and the total

number of tickets to be printed. Each such series shall be distinguished by alphabetical notation such as A, B, C, D, and so on, or by numerical notation such as 0 (nought) to 9 (nine) and so on, followed by an oblique line (/) and alphabetical notation such as A, B, C, D, or AA, BB, CC, DD, and so on.

(8) Subject to lottery market requirements, the Director may order the printing of lottery tickets that are less than those approved or notified by the Government in the Rajpatra (e-Gazette), Himachal Pradesh.

(9) The printing of online lottery tickets shall be done as per the approved Schemes. Such tickets shall be sold only after updating the Central Computer Server with the buyer's selected numbers and other relevant data.

(10) Online lottery tickets must bear the State logo, the facsimile signature of the Director, ticket name, the date and time of the draw, and ticket price (MRP). It should also include time stamp of printing, security marks, bar codes, or QR codes to protect the interests of both the players and the State.

(11) The sale details of the tickets sold shall be procured from the server or mirror server located at the Government premises and the same shall also be provided every day by the distributor or selling agent to the Director before the draw for the particular online lottery as specified in sub-rule (1) of rule 10.

(12) If any ticket is issued to any purchaser beyond the draw-break time at any place and in the event of such tickets winning any prize the ticket shall not be honoured or considered by the Government. It shall be the responsibility of the distributor or selling agent to compensate for the ticket to its purchaser.

(13) The player should himself ensure the correctness and genuineness of the computerized lottery ticket issued by the authorised retailer. Unless the constituent player brings to the notice of the sales person or retailer at the dedicated terminal or kiosk any discrepancy, errors or omissions, etc. immediately before leaving the dedicated terminal or kiosk, the matter and numbers printed on the tickets shall be deemed to have been accepted by the player as correct and shall bind the constituent player for all purpose and intents.

(14) The Director, or any person authorised by him, shall inspect the security system of online lotteries printing and the entire system of operation from time to time.

10. Obligations of Distributor or selling agent pertaining to online lottery.—(1) The Distributor or selling agent appointed shall prepare and submit detailed accounts of sale of tickets every day in such form as may be specified by the Government, further they shall prepare and submit a statement showing aggregate value of all tickets sold per draw, before the draw is conducted.

(2) The Distributor or selling agent shall ensure that the terminals including all component parts accessories used in the network are procured from genuine lottery terminal supplier. The Distributor or selling agent shall also ensure that regular updates to the software used in the network are made available at its own cost.

(3) The Distributor or selling agent shall, for the safety and security of the central computer server, network, computer terminals etc. ensure that any data and information relating to online or computerised network lottery cannot be accessed, read, added to, removed or altered by

unauthorized person. Log-books should be maintained to prevent unauthorized infringement of the place where such system is installed.

(4) It shall be the responsibility of distributor or selling agent to protect the secrecy of the process of production and distribution of the lottery ticket and other items in a computerized network. They shall ensure the safety of such materials and equipment which could be in other way used to produce forged tickets.

(5) The distributor or selling agent shall ensure the security and safety of equipment, data, ticket materials and other consumables used in production of tickets, the communication network and retail terminals or kiosks so as to prevent theft, fraud, misuse or total destruction from fire or accidents. They shall abide by any security measure that may be ordered by the State Government in this behalf.

(6) The distributor or selling agent shall ensure that the lottery tickets including those in electronic form are not sold in "Lottery free zone" States or Union Territories. The distributor or selling agent shall also devise appropriate mechanisms and technological interventions in case of online lottery to ensure the scrupulous adherence to this sub-rule (6).

11. Framing of lottery schemes and change in schemes.—(1) The Government may by notification in the Rajpatra (e-Gzette), Himachal Pradesh, frame and release different lottery schemes which it may like to introduce for the purpose of these rules, from time to time. The Government shall decide and notify the slots and sets to be earmarked for the online lottery amongst the permissible lottery slots or sets and release such number of schemes and draws in conformity with the act and rules.

(2) The distributor or selling agent may be consulted while drawing up various lottery schemes suitable to the market.

(3) The total value of prizes or pay-out per draw shall be determined by the Designated Authority or Director depending upon the prevailing market conditions and taking into account the lottery schemes floated by other Organizing States.

(4) The clauses of the schemes may be changed or modified by the Director from time to time, keeping in view market conditions or suggestions if any, from the distributor or selling agent. Similarly, the total value of prize per draw against the total value of the tickets printed for each draw shall also be determined by the Designated Authority/ Director depending upon the prevailing market conditions.

(5) The number of prizes for each draw shall be as per the scheme decided by the Director, which may increase or decrease, the percentage of the prize structure as per market trends.

(6) The first prize in any lottery scheme shall not be less than ten thousand rupees.

12. Collection and delivery of printed tickets.—(1) The Director shall arrange to deliver the tickets on behalf of the Government to the distributor or selling agent at the place mutually agreed upon.

(2) The distributor or selling agent shall lift the lottery tickets within such reasonable period so as to ensure the conduct of first draw within a period not exceeding sixty (60) days from the date of execution of the agreement or any other date fixed by the Government in public interest.

(3) The Distributor or selling agent shall receive the printed paper lottery tickets alongwith delivery challan from the Director at the mutually agreed upon place for sale. The distributor or selling agent shall purchase the lottery tickets from the Government on actual sold basis, and payment will be made by the distributor or selling agent for such tickets actually sold by the Distributor or selling agent. In the event the distributor or selling agent, without reasonable cause, fails to lift tickets already printed for a notified draw or scheme, the Government may recover from the distributor or selling agent damages equal to the amount of the invoice value of the unlifted tickets as liquidated damages.

(4) Unsold tickets, if any, shall be informed to the Director in writing or electronically prior to the scheduled draw time of each lottery draw, with full accounts. Those unsold tickets as intimated before the draw shall be submitted physically to the Director within the time frame as decided by the Director.

(5) Any defect or deficiency noticed in the printed tickets should be immediately brought to the notice of the Director. Under no circumstances such defective ticket should be sold. The purchaser or distributor or selling agent, as the case may be, may get rectified tickets in exchange for the defective tickets without extra payment. The exchange will be done by the Director on production of the defective or mutilated tickets by the distributor or selling agent/ purchaser, as the case may be.

(6) In case of loss of tickets in transit, the same shall immediately be brought to the notice of the Director who shall cause immediate publication of such loss in the newspapers and take suitable measure, as deemed necessary. However, in case of loss of tickets after delivery to the distributor or selling agent, no compensation of any kind shall be payable to the distributor or selling agent.

(7) The Director shall keep record of the tickets printed, tickets issued for sale, tickets sold, tickets which remain unsold at the time of the draw, and after the draw, the prize winning tickets along with the amount of prize or prizes in respect of each draw, in the manner specified in these rules.

(8) The Directorate shall keep record of the tickets sold for online lotteries and maintain records of the total ticket sold details upon closure of the sale before the draw. The Director should appoint or authorise an officer or technical expert to cross check the sales with the mirror server installed in the Directorate and also to maintain and keep records of sales and prize disbursement made by the Distributor or selling agent for every draw.

13. Sale of lottery tickets.—(1) The distributor or selling agent appointed under these rules to market and sell lotteries on behalf of the Government, as the case may be, may appoint their Distribution Network for sale of lottery tickets.

(2) Denomination of tickets for the paper and online lottery shall be issued as specified by the Government through an order in respect of a draw or group of draws, however, the minimum sale price of a ticket shall not be less than two rupees.

(3) The ticket shall be sold to the purchaser on demand

(4) In case of online lottery, a player shall choose his number as per the scheme

(5) The sale of lottery ticket shall cease at the draw-break prescribed in the scheme for each lottery.

(6) The Mirror Server shall be monitored in the Directorate by the Director or under the surveillance of the State Department of Digital Technologies and Governance or any person or officer authorized by the Government.

(7) The player should ensure himself the correctness and genuineness of the paper or online lottery ticket, as the case may be, issued by the authorized retailer. Unless the constituent player brings to the notice of the salesperson or retailer at the retail counter any discrepancy, errors or omissions etc. immediately before leaving the retail terminal or kiosk the matter and numbers printed on the tickets, it shall be deemed to have been accepted by the player as correct and shall bind the constituent player for all purposes and intents.

14. Draw of lottery.—(1) The date and time of draw of all Himachal Pradesh State Lotteries shall be indicated on the face of the lottery ticket itself.

(2) All draws of the Himachal Pradesh State Lotteries shall be conducted on the day and time prescribed by the Government from time to time. However, the Director may, by recording reasons in writing, cancel or postpone the date of draw of any lottery. Any postponement or cancellation shall be immediately notified in the Rajpatra (e-Gazette), Himachal Pradesh and at such other places as the Government may specify.

(3) All State Lottery draws shall take place within the territorial jurisdiction of the State of Himachal Pradesh. The draws shall be held in Shimla or any other place within the State of Himachal Pradesh as decided by the Government and shall be open to the general public.

(4) The Government shall conduct the draws through mechanical draw machines or any other mechanical draw method based on random technology which is transparent to the viewers, under the direct control of the Government. All guidelines and instructions issued by the Ministry of Home Affairs (MHA), Government of India shall be scrupulously followed while procuring of the draw machines.

(5) The conduct of the draw shall be subject to sub-rule (5) of rule 6 of these rules

(6) The lottery draws shall be conducted strictly in accordance with the provisions under rule 3 of the Central Rules, as applicable. In order to promote and augment the sale of lotteries and image of a lottery scheme, the Directorate may, at its discretion, draw the first prize or prizes of a specific scheme or schemes from only the sold lottery tickets.

(7) No draw shall usually be conducted after 9.00 p.m., unless permission is issued for the same by the Director.

(8) In case the first draw is not held within the period specified in sub-rule (2) of rule 12, due to any failure on the part of the distributor or selling agent, then his security deposit shall be forfeited. Provided that the Government may extend the period for holding first draw if it considers necessary to do so in public interest.

(9) Draw of results shall be held and conducted by the Director in transparent, free and fair manner.

(10) No instrument of any kind used in transmission of alpha-numeric message or any instrument of audio-visual display or recording shall be allowed at the draw place except equipment relating to the live telecast, with prior permission from the Government.

(11) After the draw is over, the original draw result sheet shall be kept in the safe custody at the office of the Director for a minimum period of 6 (six) months or for such period as the Government may determine from time to time, after which it shall be destroyed with the approval of the Government and the decision in this regard will be communicated to the Accountant General, Himachal Pradesh one month before the date of such destruction.

(12) In consultation with the Designated Authority, the Director shall appoint or assign the officer for data maintenance of the online lottery for the following, namely :—

- (a) to input the online lottery provision approved by the Director as published in the Government's Rajpatra (e-Gazette), Himachal Pradesh as per the Central Rules and these rules;
- (b) to update the server with any changes made by the Director to the schemes, or postponement or discontinuation of the schemes;
- (c) to keep the login credentials of the server in safe custody which shall not be disclosed.

(13) The Director shall make sure that the server or backend management of data are handled only by the authorities appointed by the Government.

15. Publication of result and publicity.—(1) The Director shall publish the result of the draws in at least one national and two state level newspapers out of which one shall be in English as well as in Rajpatra (e-Gazette), Himachal Pradesh and official website of the Directorate.

(2) A certified copy of the results shall be supplied to the representative of the distributor or selling agent by the Director or authorized officer(s) of the Directorate after the draw is conducted.

(3) The distributor or selling agent or its Distribution Network may use all necessary means of advertisement and promotion to create and enhance the image for the lottery schemes of the State of Himachal Pradesh. These means shall include coverage through press and advertisement, and promotion through direct mail and publicity through events like road shows, etc.

(4) All publicity in respect of the lotteries shall be at the option of the distributor or selling agent or their Distribution Network, however, they shall ensure that the manner in which the lotteries of the State are portrayed in written, visual or electronic media do not tarnish the image of the Government. No promotion or advertising shall be undertaken in the media or event which is prohibited by the Government.

(5) All costs towards such publicity shall be exclusively borne by the distributor or selling agent or their Distribution Network.

16. Claim of Prizes.—(1) All claims of taxable prizes above Rupees ten thousand shall be submitted to the Director along with the following namely :

- (a) claim form (duly filled in), as may be specified by the Director, from time to time;
- (b) original prize-winning ticket duly signed by the claimant on the reverse side of the lottery ticket;

- (c) three passport sized photographs of the claimant;
 - (d) an affidavit and declaration in the prescribed format on non-judicial stamp paper, swearing to the ownership and genuineness of the prize-winning ticket from any Magistrate or Notary or Oath Commissioner; and
 - (e) self-attested copy of the valid Passport or Election Identity Card or Aadhaar Card or Driving License, PAN Card and cancelled Cheque Leaf or any such other documents as may be notified by the Directorate, from time to time.
- (2) The Government shall be responsible for payment of all prizes in various draws
- (3) The distributor or selling agent must submit the following information to the Directorate, namely :
- (a) all non-taxable prize-winning amounts disbursed by the distributor or selling agent or its network alongwith account of prizes disbursed by them;
 - (b) an account of prize money that remain unclaimed or not otherwise distributed within the prescribed time limit as fixed by the Director; and
 - (c) detailed information on unsold lottery tickets should be provided in writing or electronically prior to the scheduled draw time of each lottery draw, followed by all physical unsold lottery tickets submitted to the Director within the time frame specified by the Director.
- (4) The items indicated in sub-rule (3) shall have to be submitted to the Director, within a period not exceeding thirty (30) days from the date of each draw. On submission of such account to the satisfaction of the Director, the same shall be adjusted in appropriate account.
- (5) All unclaimed prize money or not otherwise distributed shall be the property of the Government after the expiry of the claim period.
- (6) All prizes of each draw shall be claimed by the claimant within thirty (30) days from the date of draw, failing which the Government shall, in no case, be held responsible for non-payment of prizes and the said prizes shall stand forfeited to the Government.
- (7) The Government shall in no manner, be liable to pay the prize money on any ticket that has been lost in postal transit, fabricated, duplicated, faked, altered, colour photocopied, printed anywhere other than the assigned security printers, or found to be illegal, mutilated, defaced, or tampered with in such a way that its genuineness cannot be verified.
- (8) The Government has the authority to call and depose the claimant in case of doubt on the genuineness of ticket.

17. Examination of prize-winning tickets.—(1) The prize-winning tickets received by the Director shall be examined strictly in line with the following procedure, namely :

- (a) the Directorate shall send the tickets it receives from the claimant to the relevant printer(s) for authentication of their genuineness for paper lotteries; and for online lotteries, the Director shall be responsible for verifying the genuineness of the tickets, through mode such as QR Code or Bar Code, GEQD, etc.;

(b) the tickets, even if mutilated but with the series and ticket number remaining intact, shall also be accepted for examining its genuineness or otherwise; and

(c) if the Directorate receives a duplicate claim, it will send it to the printer(s) concerned for verification, and once the verification report is received, the Directorate will notify the claimant about the authenticity of the ticket. If a claimant of a forged ticket is dissatisfied with the verification report issued by the printer(s), he or she may submit a new affidavit on 100/- stamp or e-stamp paper within thirty (30) days from receipt of the notice from the Directorate, stating that he or she will bear the cost of courier, postal, GEQD fee, etc., or the entire cost of the process, and that he or she is willing to face the consequences, if the ticket is found to be fraudulent or not genuine once again, then the Directorate will send it to a GEQD to be authenticated.

(2) Any claimant claiming the prize money with fabricated, duplicated, faked, altered, colour photocopied, printed ticket/copy anywhere other than the assigned security printers, or found to be illegal, defaced, or tampered ticket shall be liable for penalty with such fine or action or both as may be determined by the Government.

18. Payment of prize money.— (1) The Director shall disburse all taxable prize money for accepted genuine claims after deducting the necessary tax deducted at Source and any other deductions, if any.

(2) The prize claims on taxable amount shall be paid after due verification of prize-winning ticket from the concerned security printing press or central server or mirror server.

(3) A single ticket shall enable the claimant thereof to claim a single prize only

(4) Payment of taxable prizes shall be made by the Director after deduction of income tax and other taxes as applicable and departmental charges, if any. The claimant for taxable prizes shall have to submit their claim to the Director or other authorised officer of the Directorate in the specified format within the period of thirty (30) days from the date of draw.

(5) All prizes of each draw shall be claimed by the claimant within the time specified in sub-rule (6) of rule 16 :

Provided that the Director may, at his or her discretion, disburse the prize amount to the claimant on his or her application for reconsideration even after the expiration of the said period if he or she is satisfied that the reasons for failing to claim the prize amount within the said period are cogent and genuine. However, such discretion shall not be exercised for claims received after forty-five (45) days from the date of the draw.

(6) The Government may authorize the distributor or selling agent along with its distribution network, as stipulated in the agreement, to disburse payment of non-taxable prizes upto Rupees ten thousand on its behalf.

(7) The payment of all prize money shall be only in Indian currency

(8) All non-taxable prize-winning tickets shall be kept in the custody of the Director in Shimla, or any other officer authorised by the Director in other states where camp offices are in operation for a maximum of twenty-eight (28) days from the date of submission of such tickets by the distributor or selling agent, subsequent to which such tickets may be destroyed as per the procedure followed.

(9) It shall be the responsibility of the Government to ensure that income tax on prizes, wherever applicable, is deducted at source and that, the prize money after deduction is credited to the bank account(s) of the prize winner(s).

19. Mode of payment to and by the Government.—(1) The distributor or selling agent shall make all payments due to the Government by Demand Draft drawn in favour of the Director on any Nationalized/Scheduled bank in Shimla or Real Time Gross Settlement or any other mode of Bank transfer, to the bank account as specified by the Government from time to time.

(2) The Director shall raise invoice(s) on the Face Value of tickets actually sold for this purpose.

(3) The transactions relating to the payment of Prize money and other miscellaneous expenses shall be done through Public Ledger Account of the State.

(4) The distributor or selling agent at the time of signing the agreement for marketing and sale of lotteries shall furnish to the Government a Security Deposit in the form of a Bank Guarantee or Fixed Deposit drawn from any Scheduled or Nationalized bank having its branch in Shimla or any other mode specified by the Government from time to time, for a stipulated amount which will be determined by the Government and stated in the agreement. The Security Deposit shall be furnished for the entire period of agreement.

(5) In case the Security Deposit is found valid for a period shorter than the period of agreement, the distributor or selling agent shall get it renewed for the remaining period of the Agreement within a maximum of 30 (thirty) days ahead of expiry of the Security Deposit failing which an ex-parte decision towards its invocation may be taken by the Government. Further, the Security Deposit shall be forfeited to the Government for breach of any terms and conditions of the Agreement on the part of the distributor or selling agent.

(6) The amount of Security Deposit, may be revised or reviewed from time to time, at the discretion of the Government, after giving due notice to the Distributor or selling agent and discussing the same with them.

20. Accounts and Audit.—(1) The Directorate shall raise invoices to the distributor or selling agent at regular intervals or as determined by the Director from time to time based on the face value per ticket notified in the respective scheme(s).

(2) The Government reserves the right to enquire into the distributor or selling agent's lottery business by issuing a written request/notice.

(3) The distributor or selling agent shall also appoint a Chartered Accountant for audit of its Financial Statements related to lottery operations and accounts.

(4) The Government may appoint any Chartered Accountant or any other persons having requisite qualifications to conduct an independent audit of all accounts pertaining to the conduct of State Lottery.

(5) The Government may also appoint computer engineers or experts to conduct audit and inspection of the computer system network installed by the distributor or selling agent and its Distribution Network. Such person will also be responsible for checking and continuing of tickets being sold, to detect any computer related errors, mistakes, frauds, misuse of the system to prevent data manipulation and such other work assigned to him by the Director.

(6) The distributor or selling agent shall submit the audited statement of accounts or records, in the format and time frame as prescribed by the Designated Authority. The Director shall verify such accounts/records and also carry out periodical inspection of accounts of the distributor or selling agent.

21. Deposit of sale proceeds.—The Government shall ensure that Sale Proceeds and all other payments as received from the distributor or selling agent are deposited in the Consolidated Fund or Public Ledger Account of the State.

22. Disposal of unsold paper lottery tickets.—(1) The distributor or selling agent shall maintain a record of the tickets obtained from the Government, tickets sold and those which remain unsold along with other details for a period of six (6) months, or as may be specified by the Government.

(2) The distributor or selling agent shall periodically return the unsold tickets to the Director with full accounts within the time frame specified by the Director and till such time the distributor or selling agent shall keep the unsold tickets at a secured place, as may be necessary, from time to time.

(3) After due verification by the officials of the Directorate, the unsold tickets shall be periodically disposed in the manner specified by the Designated Authority.

23. Intimation of Marketing Arrangement to State Government.—(1) It shall be the responsibility of the Director to inform the State Government about the marketing arrangements such as persons or firms involved in the sale or distribution and security printers involved in the printing of lottery tickets.

(2) The Designated Authority or the Director shall be responsible for ensuring the smooth marketing and sale of lottery tickets, and in the event of a crisis of any kind that hampers or is anticipated to hamper the sale of the Himachal Pradesh State Lotteries, maintain direct contact with the officer of the Government under whose territory the tickets are sold or proposed to be sold.

24. Lottery other than the Himachal Pradesh Lotteries- Save as provided in these rules, all lotteries conducted by private parties, associations, firms or other persons without prior permission of the Government or Directorate authorized in this behalf are illegal and liable to punishment as provided under law including section 297 of the Bharatiya Nyaya Sanhita, 2023 (Central Act 45 of 2023).

25. Payments of sale proceeds, minimum assured revenue and other expenses.—(1) The Government shall notify the discount rate per ticket to be provided to the distributor or selling agent from time to time depending upon the scheme and market conditions.

(2) The Director or authorised officer of the Directorate shall issue invoices to the distributor or selling agent for the actual sold quantity of tickets based on the face value.

(3) After the draw, prizes for non-taxable amount on sold tickets shall be adjusted against their face value. The Directorate shall issue approval letter to the distributor or selling agent for prizes of the non-taxable amount of upto rupees ten thousand for the purpose of adjustment, for any/all lottery schemes of the Government.

(4) The distributor or selling agent shall deposit the sale proceeds in respect of each scheme of paper lottery for the actual number of tickets sold as per sub-rule (2) after adjusting the

prizes disbursed upto rupees ten thousand as per the approval letter mentioned in sub-rule (3) above, to the Government, upon receipt of the weekly invoice from the Directorate within a period of seven (7) days. Failure to submit the sale proceeds in the stipulated time shall invite a penal interest @ 12% per annum.

(5) In case of online lottery, the Government may, by notification or through the Agreement, require the distributor or selling agent to operate an escrow account, linked with the Central Computer Server, from which the sale proceeds corresponding to each online ticket sold shall be automatically appropriated in favour of the Government, and out of such Sale Proceeds the amount of the non-taxable prizes disbursed by the distributor or selling agent, as approved by the Director, shall be adjusted.

(6) The distributor or selling agent shall deposit the unclaimed prize money for prizes upto ten thousand rupees separately on demand raised by the Director after physical verification of prize-winning tickets, after the expiry of the claim period but not later than forty-five (45) days. Any delay by the distributor or selling agent shall attract penal interest as per sub-rule (4) above.

(7) The Government may specify minimum assured revenue per annum that the Government would receive from the distributor or selling agent, irrespective of the quantity of lottery tickets for the allotted draws marketed and sold by the distributor or selling agent, with such conditions as considered appropriate, at the time of floating the notice inviting tender/ request for proposals.

(8) Each distributor or selling agent shall be required to pay to the Government, the applicable minimum assured revenue amount along with any other amounts as specified in the Notice Inviting Tender/ Request for Proposals or the Agreement executed with the distributor or selling agent, within such period as specified therein. The Government through its designated authority may at times, due to the occurrence of some events included in the Force Majeure clause of the agreement executed with the distributor or selling agent, waive or reduce this amount for reasons that are to be recorded in writing.

(9) Additionally, the Director, shall have the liberty to raise additional demand to the distributor or selling agent for various administrative expenses (draw charges, etc.) incurred in the running of lotteries.

26. Payment of goods and services tax and statutory liabilities.—(1) The distributor or selling agent shall be solely liable for the payment of goods and services tax on the actual number of tickets sold under Reverse Charge Mechanism (RCM) basis at such rates and in such manner as specified from time to time. The Government shall not be liable for any non-compliance or delay in compliance by the distributor or selling agent in this regard.

(2) The distributor or selling agent shall submit the goods and services tax paid receipts to the Directorate of State Lotteries on a monthly basis.

(3) The State Government under whose jurisdiction the Himachal Pradesh State lottery tickets are being sold shall attract goods and services tax at the rates and in the manner as prescribed under Himachal Pradesh goods and services tax Act, 2017 and rules as applicable, including any amendments made from time to time. The selling agent(s)/ distributor(s) or their distribution network shall bear liability on account of all statutory taxes including goods and services tax, levies, duties etc., in respect of sale of Himachal Pradesh State lotteries outside the State.

27. Addressing of complaints and disputes.—(1) The Government may by notification constitute a Committee/designate a authority to examine any complaints or allegations received from the general public, and make suggestions or recommendations as it may deem fit, to facilitate the smooth running of the State's lotteries. The report of the Committee/authority and its suggestions shall be recommendatory in nature and may be considered by the Government for taking any action.

(2) Complaints shall be considered only if they are accompanied by a sworn affidavit. A complaint shall be dismissed if received without a name, signature, copy of a valid identity card, a sworn affidavit, and verifiable material to justify the complaint or allegation. Complaints or allegations shall be handled "promptly, fairly, and without charge." Furthermore, if the complaint or allegation is found to be false after a thorough investigation, appropriate action, both civil and criminal, may be taken against the Complainant, and the Complainant may be ordered to pay costs.

28. Legal Proceedings.—The Director shall be deemed to be authorised to defend cases filed against the Directorate or the Government, as well as to file cases before any forum including against a competitor Organising State or any complainant against the Government.

29. Jurisdiction.—The courts situated at Shimla, Himachal Pradesh shall be deemed to be the Courts of jurisdiction in the event of any proceedings being initiated under the present rules.

30. Repeal and savings.—(1) The Himachal Pradesh State Lottery Rules, 1999 are hereby repealed.

(2) Notwithstanding such repeal, anything done or any action taken under the rules so repealed shall, if not inconsistent with any provisions of the Act, the Central Rules or these Rules, be deemed to have been done or taken under the corresponding provisions of these Rules.

Sd/-
Director,
Directorate of Treasuries, Accounts and Lotteries,
Finance Department.

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप-तहसील पुखरी,
जिला चम्बा, हिमाचल प्रदेश

श्रीमती कमलेश देवी पुत्री श्री सुखदेव, निवासी गांव चकलू, डाकघर चकलू, उप-तहसील पुखरी,
जिला चम्बा (हि0प्र0)

... वादिया।

बनाम

आम जनता एवं ग्राम पंचायत चकलू, विकास खण्ड चम्बा

... प्रतिवादी।

विषय.—जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप-मण्डलाधिकारी (ना0) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 3071/2026, दिनांक 27-04-2026 के माध्यम से प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा

अधिकारी चम्बा के कार्यालय पत्र-संख्या HFW-B&D/CMO-CBA/2025/8753, दिनांक 24-04-2026, (2) शपथ पत्र, (3) जन्म रिपोर्ट, जिसमें आवेदिका श्रीमती कमलेश देवी पुत्री श्री सुखदेव, निवासी गांव चकलू, डाकघर चकलू उप-तहसील पुखरी, जिला चम्बा (हि0प्र0) की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदिका श्रीमती कमलेश देवी पुत्री श्री सुखदेव का नाम एवं जन्म तिथि दर्ज न हुई है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ-पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण-पत्र जो दिनांक 27-04-2026 को जारी हुआ है, उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि श्रीमती कमलेश देवी पुत्री श्री सुखदेव, निवासी गांव चकलू, डाकघर चकलू, उप-तहसील पुखरी, जिला चम्बा की जन्म तिथि 01-07-1960 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को किसी प्रकार की कोई आपत्ति हो तो वह इस अदालत में नोटिस (इशतहार) के एक माह के भीतर सुबह 10.00 से सायं 5.00 बजे तक अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदिका श्रीमती कमलेश देवी पुत्री श्री सुखदेव, निवासी गांव चकलू, डाकघर चकलू की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश पारित कर दिये जाएंगे।

आज दिनांक.....को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
उप-तहसील पुखरी, जिला चम्बा (हि0प्र0)।

**ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं सहायक कलेक्टर प्रथम श्रेणी, सलूणी,
जिला चम्बा, हिमाचल प्रदेश**

श्री कैलाश चंद पुत्र श्री ज्ञान चंद, निवासी गांव शल्ला, परगना मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—हिमाचल प्रदेश भू-राजस्व अधिनियम, 1954 की धारा 38(a) के अन्तर्गत राजस्व रिकार्ड में नाम दुरुस्ती।

श्री कैलाश चंद पुत्र श्री ज्ञान चंद, निवासी गांव शल्ला, परगना मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस अदालत हजा में शपथ-पत्र प्रार्थना-पत्र दायर किया है कि उसका सही नाम वोटर कार्ड, आधार कार्ड, और नकल परिवार रजिस्टर में कैलाश चंद दर्ज है जबकि राजस्व रिकार्ड अर्थात् मुहाल शल्ला की जमाबन्दी वर्ष 2023-23 के खाता क्रमशः 1/1 में उसका नाम कैलास कुमार दर्ज है जो सही नहीं है। प्रार्थी ने उपरोक्त नाम की दुरुस्ती करवाने बारे अनुरोध किया है।

अतः उपरोक्त नाम की दुरुस्ती बारे सर्वसाधारण व आम जनता को इस राजपत्र इशतहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त नाम दुरुस्ती बारे कोई उजर/एतराज है तो उजरकर्ता दिनांक 18-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में नाम की दुरुस्ती करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 18-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 18-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक कलेक्टर प्रथम श्रेणी,
सलूणी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं सहायक कलेक्टर प्रथम श्रेणी, सलूणी,
जिला चम्बा, हिमाचल प्रदेश

श्री सुरिंदर कुमार पुत्र धारु, निवासी गांव टप्पर, परगना मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0)

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—हिमाचल प्रदेश भू-राजस्व अधिनियम, 1954 की धारा 38(a) के अन्तर्गत राजस्व रिकार्ड में नाम दुरुस्ती।

श्री सुरिंदर कुमार पुत्र धारु, निवासी गांव टप्पर, परगना मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस अदालत हजा में शपथ-पत्र प्रार्थना-पत्र दायर किया है कि उसका सही नाम आधार कार्ड, और नकल परिवार रजिस्टर में सुरिंदर कुमार दर्ज है। जबकि राजस्व रिकार्ड अर्थात् मुहाल जटोता की जमाबन्दी वर्ष 2021-22 के खाता क्रमशः 30/38 में उसका नाम सुमिन्द्र सिंह दर्ज है जो सही नहीं है। प्रार्थी ने उपरोक्त नाम की दुरुस्ती करवाने बारे अनुरोध किया है।

अतः उपरोक्त नाम की दुरुस्ती बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त नाम दुरुस्ती बारे कोई उजर/एतराज है तो उजरकर्ता दिनांक 18-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में नाम की दुरुस्ती करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 18-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 18-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक कलेक्टर प्रथम श्रेणी,
सलूणी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं सहायक कलेक्टर प्रथम श्रेणी, सलूणी,
जिला चम्बा, हिमाचल प्रदेश

श्री मन्जूर मुहम्मद पुत्र श्री हसना, निवासी गांव कशीरि, परगना किहार, तहसील सलूणी, जिला चम्बा (हि0प्र0) प्रतिवादी।

बनाम

उनवान मुकद्दमा.—हिमाचल प्रदेश भू-राजस्व अधिनियम, 1954 की धारा 38(a) के अन्तर्गत राजस्व रिकार्ड में नाम दुरुस्ती।

श्री मन्जूर मुहम्मद पुत्र श्री हसना, निवासी गांव कशीरि परगना किहार, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस अदालत हजा में शपथ-पत्र प्रार्थना-पत्र दायर किया है कि उसका सही नाम पेन कार्ड, आधार कार्ड, ई श्रम कार्ड में मन्जूर मुहम्मद दर्ज है जबकि राजस्व रिकार्ड अर्थात् मुहाल शल्ला की जमाबन्दी वर्ष 2022-23 के खाता क्रमशः 64/94 में उसका नाम मन्जूर दर्ज है जो सही नहीं है प्रार्थी ने उपरोक्त नाम की दुरुस्ती करवाने बारे अनुरोध किया है।

अतः उपरोक्त नाम की दुरुस्ती बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त नाम दुरुस्ती बारे कोई उजर/एतराज है तो उजरकर्ता दिनांक 18-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में नाम की दुरुस्ती करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 18-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 18-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक कलेक्टर प्रथम श्रेणी,
सलूणी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश

श्री साहिल सिंह पुत्र श्री राज कुमार, निवासी गांव ग्रोहण, परगना डियुर, तहसील सलूणी, जिला चम्बा (हि0प्र0) प्रतिवादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित जन्म/मृत्यु पंजीकरण करने बारे।

श्री साहिल सिंह पुत्र श्री राज कुमार, निवासी गांव ग्रोहण, परगना डियुर, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनका जन्म 29-03-2009 को ग्राम पंचायत पिछला डियुर, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उनके जन्म का पंजीकरण ग्राम पंचायत पिछला डियुर, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत पिछला डियुर के जन्म एवं मृत्यु रजिस्टर में उनके जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो

उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश

श्री लाल चंद पुत्र श्री पंछी, निवासी गांव थिसला, परगना किहार, तहसील सलूणी, जिला चम्बा
(हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित जन्म/मृत्यु पंजीकरण करने बारे।

श्री लाल चंद पुत्र श्री पंछी, निवासी गांव थिसला, परगना किहार, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनकी बेटी का जन्म 08-08-2010 को ग्राम पंचायत सूरी, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उसके जन्म का पंजीकरण ग्राम पंचायत सूरी, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत सूरी के जन्म एवं मृत्यु रजिस्टर में उनकी बेटी के जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

**ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश**

श्री फारुक मोहमद पुत्र श्री नाईतुल्ला, निवासी गांव मकोली, परगना डियूर, तहसील सलूणी, जिला चम्बा (हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित जन्म/मृत्यु पंजीकरण करने बारे।

श्री फारुक मोहमद पुत्र श्री नाईतुल्ला, निवासी गांव मकोली, परगना डियूर, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनका जन्म 28-12-2007 को ग्राम पंचायत पिछला डियूर, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उनके जन्म का पंजीकरण ग्राम पंचायत पिछला डियूर, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत पिछला डियूर के जन्म एवं मृत्यु रजिस्टर में उनके जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इशतहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

**ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश**

श्री आरिफ हुसैन पुत्र श्री इब्राहिम, निवासी गांव जुवांस, परगना भान्दल, तहसील सलूणी, जिला चम्बा (हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित जन्म/मृत्यु पंजीकरण करने बारे।

श्री आरिफ हुसैन पुत्र श्री इब्राहिम, निवासी गांव जुवांस, परगना भान्दल, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनका जन्म 15-04-1987 को ग्राम पंचायत सनूह, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उनके जन्म का पंजीकरण ग्राम पंचायत सनूह, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत सनूह के जन्म एवं मृत्यु रजिस्टर में उनके बेटे के जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश

श्रीमती रत्ना शर्मा पुत्री श्री बलदेव, निवासी गांव व डाकघर मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित जन्म/मृत्यु पंजीकरण करने बारे।

श्रीमती रत्ना शर्मा पुत्री श्री बलदेव, निवासी गांव डाकघर मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनका जन्म 25-06-1958 को ग्राम पंचायत मंजीर, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उनके जन्म का पंजीकरण ग्राम पंचायत मंजीर, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत मंजीर के जन्म एवं मृत्यु रजिस्टर में उसके जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेंट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश

श्री दिलशान मालिक पुत्र श्री युसफ मोहम्मद, निवासी गांव दलोई, तहसील सलूणी, जिला चम्बा
(हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित
जन्म/मृत्यु पंजीकरण करने बारे।

श्री दिलशान मालिक पुत्र श्री युसफ मोहम्मद, निवासी गांव दलोई, तहसील सलूणी, जिला चम्बा
(हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनका जन्म 23-10-2007 को ग्राम
पंचायत पिछला डियूर, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उनके
जन्म का पंजीकरण ग्राम पंचायत पिछला डियूर, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में
दर्ज नहीं करवा सके। अतः ग्राम पंचायत पिछला डियूर के जन्म एवं मृत्यु रजिस्टर में अपने जन्म का
विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी
द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो
उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा
किसी अधिकृत एजेन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर
पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर
दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश

श्री काकू पुत्र श्री वीरू, निवासी गांव रिखवानी परगना मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0)
वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित जन्म/मृत्यु पंजीकरण करने बारे।

श्री काकू पुत्र श्री वीरू, निवासी गांव रिखवानी, परगना मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनके पुत्र जिनका नाम इर्शाद है का जन्म 05-02-2020 को ग्राम पंचायत सिंगाधार, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उनके जन्म का पंजीकरण ग्राम पंचायत सिंगाधार, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत सिंगाधार के जन्म एवं मृत्यु रजिस्टर में उनके बेटे के जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश

श्रीमती भोटी पत्नी श्री मान सिंह, निवासी गांव ऐह्री परगना मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0) प्रतिवादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित जन्म/मृत्यु पंजीकरण करने बारे।

श्रीमती भोटी पत्नी श्री मान सिंह, निवासी गांव ऐह्री परगना मंजीर, तहसील सलूणी, जिला चम्बा (हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनकी बेटी का जन्म 27-10-2008 को ग्राम पंचायत सलूणी, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उनके जन्म का पंजीकरण ग्राम पंचायत सलूणी तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत सलूणी के जन्म एवं मृत्यु रजिस्टर में उनकी बेटी के जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इश्तहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो

उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश

श्रीमती चंचलो पत्नी श्री बलदेव, निवासी गांव सुंज, डाकघर भडेला, तहसील सलूणी, जिला चम्बा
(हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित
जन्म/मृत्यु पंजीकरण करने बारे।

श्रीमती चंचलो पत्नी श्री बलदेव, निवासी गांव सुंज, डाकघर भडेला, तहसील सलूणी, जिला चम्बा
(हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनका जन्म 11-12-1982 को ग्राम
पंचायत भडेला, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उनके जन्म का
पंजीकरण ग्राम पंचायत भडेला, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा
सके। अतः ग्राम पंचायत भडेला के जन्म एवं मृत्यु रजिस्टर में उनके जन्म का विलम्बित पंजीकरण करने के
आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इशतहार व मुनादी
द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो
उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा
किसी अधिकृत एजेन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर
पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर
दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

**ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश**

श्री संजय कुमार पुत्र श्री मैला राम, निवासी गांव मुडाह, परगना मंजीर, तहसील सलूणी, जिला चम्बा
(हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित
जन्म/मृत्यु पंजीकरण करने बारे।

श्री संजय कुमार पुत्र श्री मैला राम, निवासी गांव मुडाह, परगना मंजीर, तहसील सलूणी, जिला चम्बा
(हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनकी पत्नी की मृत्यु दिनांक
08-04-2024 को ग्राम पंचायत सलूणी, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुई थी लेकिन
अज्ञानतावश उनकी मृत्यु का पंजीकरण ग्राम पंचायत सलूणी, तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु
रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत सलूणी के जन्म एवं मृत्यु रजिस्टर में उनकी पत्नी की
मृत्यु का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इशतहार व मुनादी
द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो
उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा
किसी अधिकृत एजेन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर
पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र मृत्यु पंजीकरण करने हेतु आदेश पारित कर
दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

**ब अदालत श्री अभिराय सिंह ठाकुर, तहसीलदार एवं कार्यकारी मैजिस्ट्रेट, सलूणी,
जिला चम्बा, हिमाचल प्रदेश**

श्रीमती आशा कुमारी पुत्री श्री लच्छो, निवासी गांव कद्दली, परगना मंजीर, तहसील सलूणी, जिला
चम्बा (हि0प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत विलम्बित
जन्म/मृत्यु पंजीकरण करने बारे।

श्रीमती आशा कुमारी पुत्री श्री लच्छो, निवासी गांव कद्दली, परगना मंजीर, तहसील सलूणी, जिला
चम्बा (हि0प्र0) ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि उनका जन्म 31-10-1987

को ग्राम पंचायत सलूणी, तहसील सलूणी, जिला चम्बा, हिमाचल प्रदेश में हुआ था लेकिन अज्ञानतावश उनके जन्म का पंजीकरण ग्राम पंचायत सलूणी तहसील सलूणी, जिला चम्बा के जन्म एवं मृत्यु रजिस्टर में दर्ज नहीं करवा सके। अतः ग्राम पंचायत सलूणी के जन्म एवं मृत्यु रजिस्टर में उनके बेटे के जन्म का विलम्बित पंजीकरण करने के आदेश पारित किए जाएं।

अतः उपरोक्त जन्म पंजीकरण बारे सर्वसाधारण व आम जनता को इस राजपत्र इशतहार व मुनादी द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त जन्म पंजीकरण बारे कोई उजर/एतराज है तो उजरकर्ता दिनांक 15-06-2026 को प्रातः 10.00 बजे इस मुकद्दमा की पैरवी हेतु व्यक्तिगत रूप से अथवा किसी अधिकृत एजेन्ट के माध्यम से या किसी अधिवक्ता के माध्यम से इस न्यायालय में उपस्थित होकर उजर पेश कर सकता है। गैरहाजिरी की सूरत में मुताबिक प्रार्थना-पत्र जन्म पंजीकरण करने हेतु आदेश पारित कर दिये जाएंगे एवं तारीख पेशी अर्थात् 15-06-2026 के बाद कोई भी उजर/एतराज विचारणीय न होगा।

आज दिनांक 05-05-2026 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
तहसीलदार एवं कार्यकारी मैजिस्ट्रेट,
सलूणी, जिला चम्बा (हि0प्र0)।

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

मिसल नं०	किस्म मुकद्दमा	तारीख दायर	तारीख पेशी
26/NT/2026	जन्म तिथि पंजीकरण	30-05-2026	12-06-2026

श्रीमती प्रिमला देवी पुत्री लच्छी राम व पार्वती देवी, वासी मोहाल मैहसकवाल, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0) वादिया।

बनाम

आम जनता

.. प्रतिवादी।

जन्म तिथि पंजीकरण under section 13 (3) of Birth & Death Act, 1969 श्रीमती प्रिमला देवी पुत्री लच्छी राम व पार्वती देवी, वासी मोहाल मैहसकवाल, डाकघर बजरोल, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0)।

प्रार्थना-पत्र बराये जन्म तिथि पंजीकरण प्रार्थिया श्रीमती प्रिमला देवी पुत्री अच्छर सिंह व पार्वती देवी, वासी मोहाल मैहसकवाल, डाकघर बजरोल, तहसील सुजानपुर, जिला हमीरपुर (हि0प्र0) ने इस अदालत में दायर किया है कि उनका जन्म दिनांक 17-03-1939 को ग्राम पंचायत खनौली में हुआ था तथा सहबन गलती से ग्राम पंचायत खनौली में दर्ज नहीं हो पाया है। लिहाजा इसे ग्राम पंचायत खनौली में दर्ज करने के लिए आदेश पारित किये जाएं।

अतः प्रतिवादी आम जनता तथा सम्बन्धित रिश्तेदारों को इशतहार द्वारा सूचित किया जाता है कि यदि किसी को उपरोक्त जन्म तिथि पंजीकरण बारे कोई उजर व एतराज हो तो वह दिनांक तारीख पेशी 12-06-2026 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 नहीं सुना जाएगा।

आज दिनांक 30-05-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ ।

मोहर।

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

ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी चढ़ियार, जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : नाम दुरुस्ती मिसल दुरुस्ती नं० : 812025/2026 तारीख पेशी: 19-06-2026

श्री अमी चंद पुत्र श्री प्रीतम चंद, निवासी महाल कुडंग, डाकघर भिरडी, मौजा व उप-तहसील चढ़ियार, जिला कांगड़ा (हि0प्र0)।

बनाम

आम जनता

विषय.—नाम की दुरुस्ती करने बारे।

प्रार्थी श्री अमी चंद पुत्र श्री प्रीतम चंद, निवासी महाल कुडंग, डाकघर भिरडी, मौजा व उप-तहसील चढ़ियार, जिला कांगड़ा, हि0प्र0 ने इस अदालत में प्रार्थना-पत्र मय शपथ पत्र द्वारा सूचित किया है कि उसका असल नाम अमी चंद है। उनके अन्य अभिलेख में इसी नाम से प्रविष्टि दर्ज है। जबकि महाल कुडंग पटवार वृत्त कुडंग के राजस्व अभिलेख में प्रार्थी का नाम अमीन चंद दर्ज है। जोकि गलत है। अतः प्रार्थी महाल कुडंग पटवार वृत्त कुडंग के राजस्व रिकॉर्ड में अपने नाम की दुरुस्ती करवाना चाहता है।

अतः इस मुश्तरी/मुनादी चस्पानगी के माध्यम से आम जनता को सूचित किया जाता है कि उपरोक्त व्यक्ति के नाम की दुरुस्ती बारे किसी को कोई उजर/एतराज हो तो वह दिनांक 19-06-2026 को असालतन या वकालतन इस कार्यालय में हाजिर होकर उजर पेश कर सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 19-05-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
चढ़ियार, जिला कांगड़ा (हि0प्र0)।

**ब अदालत श्री पी0 सी0 कौण्डल तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी,
तहसील सुलह, जिला कांगड़ा (हि0प्र0)**

किस्म मुकद्दमा : नाम दुरुस्ती

तारीख पेशी : 18-06-2026

राजीव कुमार पुत्र विशन दास पुत्र टेम्बा, निवासी हार बारल, डा0 ककडै, तहसील सुलह, जिला कांगड़ा (हि0प्र0)

बनाम

आम जनता

विषय.—नाम दुरुस्ती करवाने बारे।

प्रार्थी राजीव कुमार पुत्र विशन दास पुत्र ठेम्बा, निवासी हार बारल, डा0 ककडै, तहसील सुलह, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना—पत्र मय शपथ पत्र, परिवार रजिस्टर नकल, आधार कार्ड व अपने पिता का मृत्यु प्रमाण—पत्र आदि दस्तावेज प्रस्तुत कर निवेदन किया है कि मेरे पिता का सही व प्रचलित नाम बिशन दास पुत्र ठेम्बा है। जबकि महाल हारबारल के राजस्व अभिलेख में सहवन कृष्ण चन्द पुत्र ठेम्बा दर्ज कागजात माल है, जोकि गलत है। अतः प्रार्थी महाल हार बारल के राजस्व अभिलेख में अपने पिता का नाम कृष्ण चन्द पुत्र ठेम्बा के स्थान पर कृष्ण चन्द उपनाम विशन दास पुत्र ठेम्बा दर्ज कागजात माल करवाना चाहता है।

अतः इस राजपत्र इशतहार/मुश्री मुनादी के माध्यम से आम जनता को सूचित किया जाता है कि उपरोक्त प्रार्थी के पिता की नाम की दुरुस्ती बारे किसी को कोई एतराज हो तो वह दिनांक 18-06-2026 को अदालतन या वकालतन इस कार्यालय में हाजिर होकर उजर पेश कर सकता है हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिए जाएंगे।

आज दिनांक 14-05-2026 को मेरे हस्ताक्षर व मोहर सहित जारी किया गया।

मोहर।

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

ब अदालत श्री पी0 सी0 कौण्डल तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी,
तहसील सुलह, जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा : नाम दुरुस्ती

तारीख पेशी : 18-06-2026

मस्त राम पुत्र परषोतम चन्द पुत्र खैमदी, निवासी गांव व डा0 अरला, तहसील सुलह, जिला कांगड़ा (हि0प्र0) प्रार्थी।

बनाम

आम जनता

विषय.—नाम दुरुस्ती करवाने बारे।

प्रार्थी मस्त राम पुत्र परषोतम चन्द पुत्र खैमदी, निवासी गांव व डा0 अरला, तहसील सुलह, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना—पत्र मय शपथ पत्र, परिवार रजिस्टर नकल, आधार कार्ड आदि दस्तावेज प्रस्तुत कर निवेदन किया है कि मेरे पिता का सही व प्रचलित नाम परषोतम चन्द पुत्र खैमदी है। जबकि महाल अरला के राजस्व अभिलेख में सहवन सोता पुत्र खैमदी दर्ज कागजात माल है, जोकि गलत है। अतः प्रार्थी महाल अरला के राजस्व अभिलेख में प्रार्थी अपने पिता का नाम सोता पुत्र खैमदी के स्थान पर सोता उपनाम परषोतम चन्द पुत्र खैमदी दर्ज कागजात माल करवाना चाहता है।

अतः इस राजपत्र इशतहार/मुश्री मुनादी के माध्यम से आम जनता को सूचित किया जाता है कि उपरोक्त प्रार्थी के पिता की नाम की दुरुस्ती बारे किसी को कोई एतराज हो तो वह दिनांक 18-06-2026 को

असालतन या वकालतन इस कार्यालय में हाजिर होकर उजर पेश कर सकता है हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिए जाएंगे।

आज दिनांक 14-05-2026 को मेरे हस्ताक्षर व मोहर सहित जारी किया गया।

मोहर।

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

**ब अदालत सहायक समाहर्ता द्वितीय श्रेणी एवं नायब तहसीलदार, उप-तहसील कोटला,
जिला कांगड़ा (हि0प्र0)**

मिसल नं० :	किस्म मुकद्दमा :	तारीख दायर	तारीख पेशी
55/RNTK/2026	जन्म तिथि पंजीकरण	20-05-2026	18-06-2026

श्रीमती प्रीतो देवी सुपुत्री श्री बुधी सिंह, निवासी ग्राम डुगली, डाकघर नढोली, उप-तहसील कोटला, जिला कांगड़ा (हि0प्र0)।

बनाम

आम जनता

विषय.—प्रार्थना-पत्र जेर धारा (13)3 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

इस न्यायालय में प्रार्थिया श्रीमती प्रीतो देवी सुपुत्री श्री बुधी सिंह, निवासी ग्राम डुगली, डाकघर नढोली, उप-तहसील कोटला, जिला कांगड़ा (हि0प्र0) द्वारा अपनी जन्म तिथि 10-06-1952 का पंजीकरण पंचायत सियूनी में दर्ज करवाने हेतु आवेदन प्रस्तुत किया गया है। प्रार्थना-पत्र के साथ बतौर सबूत हल्फिया ब्यान, आधार कार्ड, परिवार नकल व अन्य आवश्यक दस्तावेज साथ संलग्न हैं।

अतः इस इशतहार के माध्यम से सर्वसाधारण को सूचित किया जाता है कि प्रार्थिया श्रीमती प्रीतो देवी की जन्म तिथि ग्राम पंचायत सियूनी में दर्ज किए जाने बारे यदि किसी को कोई आपत्ति हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी की अदालत में दिनांक 18-06-2026 को आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जाकर जन्म तिथि दर्ज करने के आदेश पारित कर दिये जायेंगे। इसके उपरान्त कोई एतराज न सुना जायेगा।

यह इशतहार अदालत व मेरे हस्ताक्षर से आज दिनांक 20-05-2026 को जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार,
उप-तहसील कोटला, जिला कांगड़ा (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी एवं तहसीलदार जयसिंहपुर, जिला कांगड़ा (हि0प्र0)

कि० म० : 7016107/202 शादी पंजीकरण

तारीख पेशी : 24-06-2026

1. सुनीत कुमार पुत्र श्री कर्म चन्द, गांव व डाकघर हारसी, तहसील जयसिंहपुर, जिला कांगड़ा, हि0प्र0।

2. दीक्षा पुत्री जय राम, गांव उपरली मझेटली, डाकघर पठियार, तहसील नगरोटा वगवां, जिला कांगड़ा, हि0प्र0। वर्तमान पत्नी सुनीत कुमार पुत्र श्री कर्म चन्द, गांव व डाकघर हारसी, तहसील जयसिंहपुर, जिला कांगड़ा, हि0प्र0 प्रार्थी।

बनाम

आम जनता

प्रतिवादीगण।

विषय.—प्रार्थना-पत्र जेर धारा 8(4) शादी पंजीकरण अधिनियम, 1996 के अर्न्तगत पंजीकरण करने बारे।

मुश्त्री/मुनादी।

प्रार्थी सुनीत कुमार पुत्र श्री कर्म चन्द, गांव व डाकघर हारसी, तहसील जयसिंहपुर, जिला कांगड़ा, हि0प्र0 ने प्रार्थना-पत्र ब्यान हल्फिया व अन्य दस्तावेजों सहित इस आशय से गुजारा है कि मेरी शादी दिनांक 06-05-2025 को दीक्षा पुत्री जय राम, गांव उपरली मझेटली, डाकघर पठियार, तहसील नगरोटा वगवां, जिला कांगड़ा, हि0प्र0 से हिन्दू रीति रिवाज के अनुसार सम्पन्न हुई है। लेकिन वह अन्नभिज्ञता के कारण इस शादी का पंजीकरण ग्राम पंचायत हारसी में दर्ज नहीं करवा सके थे। जिसे प्रार्थी अब पंजीकृत करवाना चाहता है।

अतः इस मुश्त्री/मुनादी के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थी सुनीत कुमार पुत्र श्री कर्म चन्द, गांव व डाकघर हारसी, तहसील जयसिंहपुर, जिला कांगड़ा, हि0प्र0 की शादी के पंजीकरण बारे कोई उजर व एतराज हो तो इस अदालत में असालतन या वकालतन हाजिर होकर अपना उजर या एतराज दिनांक 24-06-2026 को इस अदालत में पेश कर सकता है। हाजिर न होने की सूरत में बाद में किसी भी किस्म का उजर व एतराज नहीं सुना जाएगा व पंजीकरण के ग्राम पंचायत सचिव हारसी को आदेश पारित कर दिए जाएंगे।

यह इश्तहार आज दिनांक 26-05-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / —
कार्यकारी दण्डाधिकारी,
जयसिंहपुर, जिला कांगड़ा (हि0प्र0)।

**In the Court of Dr. Ganesh Thakur, Marriage Officer-cum-Sub-Divisional Magistrate,
Shahpur, Distt. Kangra (H.P.)**

1. Sh. Abhishek Sharma s/o Satish Kumar, V.P.O. Nerti, Tehsil Shahpur, Distt. Kangra (H.P.).

2. Smt. Prayrna Awasthi d/o Gulshan Awasthi, Village Prei, P.O. Bajrehar, Tehsil Shahpur, Distt. Kangra (H.P.)
... Applicants.

Versus

1. General Public.

2. Local Registrar, Gram Panchayat Nerti

... Respondents.

Subject.—Application for the Marriage Registration u/s 16 of Special Marriage Act, 1954.

Sh. Abhishek Sharma s/o Satish Kumar, V.P.O. Nerti, Tehsil Shahpur, Distt. Kangra (H.P.)
and Smt. Prayrna Awasthi d/o Gulshan Awasthi, Village Prei, P.O. Bajrehar, Tehsil Shahpur, Distt.

Kangra (H.P.) has filled an application u/s 16 of Special Marriage Act, 1954 alongwith declaration in which they have stated that they have solemnized their marriage on 26-09-2014 at Village Prei, P.O. Bajrehar, Tehsil Shahpur, Distt. Kangra, H.P. as per Hindu rites & customs.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file objection personally or in writing before this court on or before 24-06-2026. After that no objection will be entertained and marriage will be registered accordingly.

Seal.

Sd/-
(Dr. GANESH THAKUR),
Marriage Officer-cum-Sub-Divisional Magistrate,
Shahpur, Distt. Kangra (H.P.).

**In the Court of Sub-Divisional Magistrate, Exercising the Power of Marriage Officer,
Jawalamukhi, Distt. Kangra (H.P.)**

In the matter of :

1. Aman Chaudhary aged 28 years s/o Sh. Mahender Singh, r/o Village Jatehar, P.O. Adhwani, Tehsil Jawalamukhi, Distt. Kangra (H.P.).

2. Seerat Kumari aged 27 years d/o Sh. Sanjeev Kumar, r/o Village Churudu, P.O. Ghallour, Tehsil Jawalamukhi, Distt. Kangra (H.P.) . . Applicants.

Versus

General Public

. . Respondent.

Subject.—Notice for registration of Marriage under Special Marriage Act, 1954 (Intended Marriage).

The above applicants have filed an application u/s 5 of Special Marriage Act, 1954 along with affidavits and supporting documents in the court of undersigned in which they have stated that they intend to be solemnize their marriage within next three calendar months.

Therefore, the general public is hereby informed through tis notice that if any person who have objections personally or in writing before this office on or before 07-07-2026 at 11.00 A.M. The objection(s) after 07-07-2026 at 11.00 A.M. will not be entertained by this office and then the marriage will be registered accordingly as per the law prescribed.

Issued on this day on 18th day of May, 2026 under my hand and seal of this office.

Seal.

Sd/-
Sub-Divisional Magistrate-cum- Marriage Officer,
Jawalamukhi, Distt. Kangra (H.P.).

**In the Court of Sub-Divisional Magistrate, Exercising the Power of Marriage Officer,
Jawalamukhi, Distt. Kangra (H.P.)**

In the matter of :

1. Akshay Sood aged 28 years s/o Sh. Suresh Sood, r/o Ward No. 6, Bohan Chakban Kalidhar, P.O. & Teshil Jawalamukhi, Distt. Kangra (H.P.).
2. Muskan Sood aged 20 years d/o Sh. Rajesh Sood, r/o V.P.O. Suddun Bargran, Tehsil Baroh, Distt. Kangra (H.P.) . . *Applicants.*

Versus

General Public

. . *Respondent.*

Subject.—Notice for registration of Marriage under Special Marriage Act, 1954.

The above applicants have filed an application u/s 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they have solemnized their marriage on 05-02-2026 at Ward No. 6, Bohan Chanvan Kalidhar, Tehsil Jawalamukhi, Distt. Kangra, H.P. and they are living as husband and wife since then, hence their marriage may be registered.

Therefore, the general public is hereby informd through this notice that if any person who have objection regarding this marriage can file the objections personally or in writing before this office on or before 14-07-2026 at 11.00 A.M. the objection (s) after 14-07-2026 at 11.00 A.M. will not be entertained by this office and then the marriage will be registered accordingly as per the law prescribed.

Issued on this day on 21st day of May, 2026 under my hand and seal of this office.

Seal.

Sd/-

*Sub-Divisional Magistrate-cum- Marriage Officer,
Jawalamukhi, Distt. Kangra (H.P.).*

समक्ष नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय श्रेणी, तहसील बड़ोह,
जिला कांगड़ा (हि0प्र0)

मिसल नं0 : 821860 / 2026

तारीख मजरुआ : 20-05-2026

तारीख पेशी : 23-06-2026

श्री सुनील वर्मा पुत्र श्री तिलक राज पुत्र सोभा राम, निवासी महाल मुण्डा, मौजा सुन्ही, तहसील बड़ोह, जिला कांगड़ा, हि0प्र0 प्रार्थी।

बनाम

आम जनता

... फरीकदोयम।

दरखास्त बाबत नाम दुरुस्ती।

श्री सुनील वर्मा पुत्र श्री तिलक राज पुत्र सोभा राम, निवासी महाल मुण्डा, मौजा सुन्ही, तहसील बड़ोह, जिला कांगड़ा, हि0प्र0 ने अदालत में दिनांक 20-05-2026 को प्रार्थना-पत्र प्रस्तुत करते हुए अपने

प्रार्थना-पत्र में निवेदन किया है कि प्रार्थी का वास्तविक नाम सुनील वर्मा है, परन्तु प्रार्थी का नाम राजस्व अभिलेख महाल मुण्डा में सुनील कुमार दर्ज हो चुका है, जोकि गलत दर्ज हुआ है। प्रार्थी ने अपने प्रार्थना-पत्र के समर्थन में अवाहन पत्र तलबाना, नकल जमाबन्दी, स्व घोषणा पत्र, परिवार नकल, राशन कार्ड व आधार कार्ड साथ संलग्न कर रखे हैं। अब प्रार्थी ने अपने नाम की दुरुस्ती के आदेश पारित करने हेतु आग्रह किया है।

अतः इस इशतहार के माध्यम से सर्वसाधारण व आम जनता को सूचित किया जाता है कि किसी भी व्यक्ति को राजस्व अभिलेख महाल मुण्डा में प्रार्थी का नाम सुनील कुमार के स्थान पर सुनील वर्मा पुत्र तिलक राज पुत्र सोभा राम, निवासी महाल मुण्डा, मौजा सुन्ही, तहसील बड़ोह, जिला कांगड़ा, हि0प्र0 के नाम दुरुस्ती करने बारे कोई उजर/एतराज हो तो वह असालतन या वकालतन तारीख पेशी 23-06-2026 को 10.00 बजे इस अदालत में हाजिर होकर अपना उजर/एतराज पेश कर सकता है। बसूरत गैरहाजिर एकतरफा कार्यवाही अमल में लाई जाएगी और नाम दुरुस्ती दर्ज करने के आदेश पारित कर दिए जाएंगे।

यह इशतहार आज दिनांक 21-05-2026 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी हुआ है।
मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
बड़ोह, जिला कांगड़ा (हि0प्र0)।

अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील लगडू, जिला कांगड़ा (हि0प्र0)

केस नं० : 06/2026

तारीख पेशी : 23-06-2026

श्री राम चंद पुत्र घोघड राम, गांव देवगांव, डाकघर बग्गी, तहसील लगडू, जिला कांगड़ा (हि0प्र0) ...
वादी।

बनाम

1. आम जनता गांव देवगांव, डाकघर बग्गी, तहसील लगडू, जिला कांगड़ा (हि0प्र0)
2. प्रधान/सचिव ग्राम पंचायत

प्रतिवादी।

विषय.—हिमाचल प्रदेश जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत जन्म पंजीकरण बारे।

वादी श्री राम चंद पुत्र घोघड राम, गांव देवगांव, डाकघर बग्गी, तहसील लगडू ने इस अदालत में आवेदन प्रस्तुत करके अनुरोध किया है कि उसका जन्म दिनांक 05-12-1967 को हुआ है परन्तु इसका पंजीकरण पंचायत हरदीपपुर में नहीं करवाया है। इसलिए उसके जन्म पंजीकरण का आदेश ग्राम पंचायत हरदीपपुर को जारी किया जाए।

अतः इस कोर्ट नोटिस मुनादी के माध्यम से आम जनता व सभी प्रतिवादियों को सूचित किया जाता है कि किसी को भी इस जन्म पंजीकरण बारे कोई उजर/एतराज हो तो वह इस मामले की तयशुदा तारीख पेशी 23-06-2026 को समय 11.00 बजे सुबह इस अदालत में असालतन या वकालतन हाजिर आकर प्रस्तुत करे। गैरहाजिरी की सूरत में नियमानुसार कारवाई अमल में लाई जाएगी तथा जन्म पंजीकरण के आदेश पारित कर दिए जाएंगे।

यह इशतहार आज दिनांक 20-05-2026 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता,
तहसील लगडू, जिला कांगड़ा (हि0प्र0)।

कार्यालय तहसीलदार मनाली, जिला कुल्लू, हिमाचल प्रदेश

केस नं० : 804343/2026

दायर तारीख : 21-05-2026

तारीख फैसला : 21-05-2026

भीम सेन

बनाम

आम जनता

विषय.—प्रकाशन इश्तहार

इस न्यायालय में श्री भीम सेन पुत्र श्री नाथू राम, निवासी गांव शुरु, डाकघर प्रीणी, तहसील मनाली, जिला कुल्लू (हि०प्र०) ने अपने नाम दुरुस्ती के लिए आवेदन प्रस्तुत किया है। इस संबंध में श्री जोग राज ने आधार कार्ड, पेन कार्ड, नकल परिवार रजिस्टर व सशपत पत्र संलग्न किया है जिसके अनुसार आवेदक का नाम श्री जोग राज पुत्र नाथू राम दर्ज है और राजस्व अभिलेख में श्री जोग राज पुत्र श्री नाथू दर्ज करने की प्रार्थना की है। मामला छानबीन के लिए क्षेत्रीय राजस्व अभिकरण को भेजा गया था। क्षेत्रीय राजस्व अभिकरण द्वारा रिपोर्ट की गई कि महाल जमाड़ी खाता/खतौनी 33/33 में श्री भीम चन्द पुत्र नाथू दर्ज हुआ है। जिसे अब दुरुस्त करवाने के आदेश फरमाये जाएं।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि यदि उपरोक्त व्यक्ति श्री भीम सेन पुत्र श्री नाथू राम के नाम की दुरुस्ती बारे किसी को कोई आपत्ति हो तो वह दिनांक 21-06-2026 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। यदि नाम दुरुस्ती करने बारे आपत्ति प्राप्त न हुई तो यह समझा जाएगा कि नाम दुरुस्ती करने बारे किसी को कोई एतराज न है तथा नाम दर्ज करने बारे आदेश पारित कर दिए जाएंगे।

आज दिनांक 21-05-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
तहसीलदार मनाली,
जिला कुल्लू, हिमाचल प्रदेश।

ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि०प्र०)

राम सिंह पुत्र श्री कर्म सिंह, निवासी गृह संख्या 131, 132 वार्ड नं० 2, भजोगी मनाली, तहसील मनाली, जिला कुल्लू (हि०प्र०)।

बनाम

आम जनता

विषय.—प्रकाशन इश्तहार बाबत जाति दर्ज करने बारे।

राम सिंह पुत्र श्री कर्म सिंह, निवासी गृह संख्या 131, 132 वार्ड नं० 2, भजोगी मनाली, तहसील मनाली, जिला कुल्लू (हि०प्र०) ने इस न्यायालय में राजस्व अभिलेख महाल भजोगी में जाति दुरुस्ती करने के लिए आवेदन पत्र मय शपथ गुजारा है कि महाल भजोगी के शजरा नस्ब में मेरे परिवार की जाति अन्य व उपजाति अन्य दर्ज है, जोकि गलत दर्ज कागजात माल है। जबकि मेरे परिवार की जाति मुताबिक रिपोर्ट

पटवार वृत्त वरशाई के महाल करजां के शजरा नस्ब में जाति खाम्पा दर्ज कागजात माल है। जोकि सही है। इस बाबत क्षेत्रीय अभिकरणों से छानबीन करवाई गई तथा पाया गया कि महाल करजां खेवट/खतौनी नं0 305/453 में आवेदक की जाति खाम्पा दर्ज कागजात माल है। जिसे अब दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को राम सिंह पुत्र श्री कर्म सिंह की जाति दर्ज करवाने बारे आपत्ति हो तो वह दिनांक 24-06-2026 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार महाल भजोगी के राजस्व अभिलेख में जाति दर्ज करवाने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 25-05-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि0प्र0)

श्रीमती सोनम आंगमो पत्नी श्री कर्म चन्द, निवासी गांव व डाकघर खखनाल, तहसील मनाली, जिला कुल्लू।

बनाम

आम जनता

विषय.—प्रकाशन इशतहार बाबत सोनम आंगमो के पति का नाम दुरुस्त करने बारे।

श्रीमती सोनम आंगमो पत्नी श्री कर्म चन्द, निवासी गांव व डाकघर खखनाल, तहसील मनाली, जिला कुल्लू ने इस न्यायालय में राजस्व अभिलेख महाल खखनाल में पति का नाम दुरुस्त करने के लिए आवेदन पत्र मय शपथ पत्र गुजारा है कि महाल खखनाल के राजस्व अभिलेख में मेरे पति का नाम राम चन्द दर्ज है, जोकि गलत दर्ज कागजात माल है जबकि मेरे पति का नाम मुताबिक रिपोर्ट ग्रामीण राजस्व अधिकारी पटवार वृत्त खखनाल के परिवार नकल, आधार कार्ड, राशन कार्ड में कर्म चन्द है जोकि सही है। जिसे अब दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को श्रीमती सोनम आंगमो के पति का नाम दर्ज करवाने बारे किसी को आपत्ति हो तो वह दिनांक 25-06-2026 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार महाल खखनाल के राजस्व अभिलेख में नाम दर्ज करवाने के आदेश पारित कर दिये जाएंगे।

आज दिनांक 26-05-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

ब अदालत तहसीलदार, मनाली, जिला कुल्लू (हि0प्र0)

केस नं0 804342/2026

दायर तारीख 21-05-2026

तारीख फैसला 21-05-2026

भीम सेन

बनाम

आम जनता

विषय.—प्रकाशन इश्तहार।

इस न्यायालय में भीम सेन पुत्र श्री नाथू राम, निवासी गांव शुरु, डाकघर प्रीणी, तहसील मनाली, जिला कुल्लू, हि0प्र0 ने अपने नाम दुरुस्ती के लिए आवेदन प्रस्तुत किया है। इस संबंध में श्री जोग राज ने आधार कार्ड, पैन कार्ड, नकल परिवार रजिस्टर व शपथ पत्र संलग्न की है जिसके अनुसार आवेदक का नाम श्री जोग राज पुत्र नाथू राम दर्ज है और राजस्व अभिलेख में श्री जोग राज पुत्र श्री नाथू दर्ज करने की प्रार्थना की है। मामला छानबीन के लिए क्षेत्रीय राजस्व अभिकरण को भेजा गया था। क्षेत्रीय राजस्व अभिकरण द्वारा रिपोर्ट की गई कि महाल शुरु खाता/खतौनी 310/373, 309/372, 308/371, 307/370, 304/367, 303/366, 300/363, 298/361 व 296/359 में श्री भीम चन्द पुत्र नाथू दर्ज हुआ है। जिसे अब दुरुस्त करने के आदेश फरमाये जावें।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि यदि किसी उपरोक्त व्यक्ति श्री भीम सेन पुत्र श्री नाथू राम के नाम की दुरुस्ती बारे किसी को कोई आपत्ति हो तो वह दिनांक 21-06-2026 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। यदि नाम दुरुस्त करने के बारे आपत्ति प्राप्त न हुई तो यह समझा जाएगा कि नाम दुरुस्ती करने बारे किसी को कोई एतराज न है तथा नाम दर्ज करने बारे आदेश पारित कर दिये जाएंगे।

आज दिनांक 21-05-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता,
द्वितीय श्रेणी, मनाली,
जिला कुल्लू (हि0प्र0)।

ब अदालत तहसीलदार, मनाली, जिला कुल्लू (हि0प्र0)

केस नं0 804344/2026

दायर तारीख 21-05-2026

तारीख फैसला 21-05-2026

जोग राज

बनाम

आम जनता

विषय.—प्रकाशन इश्तहार।

इस न्यायालय में श्री जोग राज पुत्र श्री नाथू राम, निवासी गांव शुरु, डाकघर प्रीणी, तहसील मनाली, जिला कुल्लू, हि0प्र0 ने अपने नाम दुरुस्ती के लिए आवेदन प्रस्तुत किया है। इस संबंध में श्री जोग राज ने आधार कार्ड, पैन कार्ड नकल परिवार रजिस्टर व शपथ पत्र संलग्न की है जिसके अनुसार आवेदक का नाम

श्री जोग राज पुत्र नाथू राम दर्ज है और राजस्व अभिलेख में श्री जोग राज पुत्र श्री नाथू दर्ज करने की प्रार्थना की है। मामला छानबीन के लिए क्षेत्रीय राजस्व अभिकरण को भेजा गया था। क्षेत्रीय राजस्व अभिकरण द्वारा रिपोर्ट की गई कि महाल शुरु खाता/खतौनी 310/373, 309/372, 308/371, 306/369, 304/367, 303/366, 302/365, 300/363, 299/362 व महाल जमाड़ी के खेवट/खतौनी 34/34 में श्री जोग चन्द पुत्र नाथू दर्ज हुआ है। जिसे अब दुरुस्त करने के आदेश फरमाये जावें।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी उपरोक्त व्यक्ति श्री जोग राज पुत्र श्री नाथू राम के नाम की दुरुस्ती बारे किसी को कोई आपत्ति हो तो वह दिनांक 21-06-2026 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। यदि नाम दुरुस्त करने के बारे आपत्ति प्राप्त न हुई तो यह समझा जाएगा कि नाम दुरुस्ती करने बारे किसी को कोई एतराज न है तथा नाम दर्ज करने बारे आदेश पारित कर दिये जाएंगे।

आज दिनांक 21-05-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता,
द्वितीय श्रेणी, मनाली,
जिला कुल्लू (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि0प्र0)

श्री धर्म चन्द पुत्र श्री हरी चन्द, निवासी गांव नसोगी, डाकघर व तहसील मनाली, जिला कुल्लू (हि0प्र0)।

बनाम

आम जनता

विषय.—प्रकाशन इशतहार बाबत नाम दुरुस्त करने बारे।

श्री धर्म चन्द पुत्र श्री हरी चन्द, निवासी गांव नसोगी, डाकघर व तहसील मनाली, जिला कुल्लू (हि0प्र0) ने इस न्यायालय में राजस्व अभिलेख महाल छियाल व नसोगी में नाम दुरुस्त करने के लिए आवेदन पत्र मय शपथ पत्र गुजारा है कि महाल छियाल व नसोगी के राजस्व अभिलेख में मेरा नाम डीणू राम दर्ज है, जोकि गलत दर्ज कागजात माल है जबकि मेरा नाम मुताबिक रिपोर्ट ग्रामीण राजस्व अधिकारी पटवार वृत्त मनाली व परिवार नकल, आधार कार्ड में धर्म चन्द है जोकि सही है। जिसे अब दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को धर्म चन्द का नाम दर्ज करवाने बारे आपत्ति हो तो वह दिनांक 28-06-2026 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार महाल छियाल व नसोगी के राजस्व अभिलेख में नाम दर्ज करवाने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 29-05-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

**In the Court of Sh. Aditya Guleria, Executive Magistrate,
Sundernagar, Distt. Mandi (H.P.)**

In the matter of:

Sh. Roop Lal s/o Sh. Thaber, r/o Village Gugahan, P.O. Churadh, Tehsil & Distt. Mandi (H.P.) . . Applicant.

Vs.

General Public . . Respondent.

Subject.—Registration of delayed birth of the applicant.

Whereas an application has been received from Sh. Roop Lal s/o Sh. Thaber, r/o Village Gugahan, P.O. Churadh, Tehsil Sundernagar, Distt. Mandi (H.P.), seeking registration of his delayed birth event, stated to have been born on 01-07-1965 at Village Gugahan, P.O. Churadh, Gram Panchayat Chamukha, which could not be entered/registered within the prescribed period under the Registration of Birth and Death Act, 1969.

And whereas the said applicant has prayed for registration of the said birth at this belated stage.

Now, therefore, notice is hereby given to the general public that if any person has any objection or information regarding the facts stated in the said application, he/she may submit the same in writing alongwith supporting evidence, if any, to the undersigned on or before 18-06-2026.

In case no objection is received within the stipulated period, it shall be presumed that no one has any objection, and the matter shall be proceeded with further as per law.

Issued under my hand and seal on this day of 13th of May, 2026.

Seal.

Sd/-
Executive Magistrate,
Sundernagar, Distt. Mandi (H.P.).

कार्यालय कार्यकारी दण्डाधिकारी एवं तहसीलदार, पधर, जिला मण्डी (हि0प्र0)

केस नंबर : 712384

दिनांक : 19-05-2026

सतीश कुमार लुसाई पुत्र आत्मा राम, गांव पाली, डाकघर पाली, तहसील पधर, जिला मण्डी प्रार्थी।

बनाम

आम जनता

प्रत्यार्थी।

विषय.—दरखास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

आवेदक सतीश कुमार लुसाई पुत्र आत्मा राम, गांव पाली, डाकघर पाली, तहसील पधर, जिला मण्डी (हि0प्र0) ने इस अदालत में प्रार्थना-पत्र मय शपथ-पत्र गुजारा है कि प्रार्थी का नाम सतीश कुमार लुसाई व

जन्म दिनांक 24-07-1958 को हुआ है, जिसका इन्द्राज ग्राम पंचायत पाली, तहसील पधर, जिला मण्डी, हि0 प्र0 में अज्ञानतावश दर्ज नहीं करवाया है।

अतः इस इशतहार द्वारा आम व खास को सूचित किया जाता है कि यदि किसी को उक्त प्रार्थी की जन्म तिथि पंचायत रिकार्ड में दर्ज करने बारे कोई एतराज हो तो वह दिनांक 19-06-2026 को या इससे पूर्व अदालत में हाजिर होकर अपना एतराज पेश कर सकता है अन्यथा कोई एतराज प्राप्त न होने की सूरत में सम्बन्धित सचिव, ग्राम पंचायत पाली को उक्त प्रार्थी की जन्म तिथि दर्ज करने बारे आदेश जारी कर दिये जायेंगे।

आज दिनांक 23-05-2026 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित / —
कार्यकारी दण्डाधिकारी एवं तहसीलदार,
पधर, जिला मण्डी (हि0प्र0)।

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Balh,
District Mandi (H.P.)**

In the matter of :

1. Sh. Vijay Kumar s/o Sh. Govind Singh, r/o V.P.O. Behna, Tehsil Balh, District Mandi (H.P.).
2. Smt. Tanvi Sen d/o Sh. Dalip Sen, r/o Village Arthi, P.O. Bari Gumanu, Tehsil Sadar, Distt. Mandi (H.P.).

Versus

General Public

Subject.— Application for the registration of Marriage under section 15 of Special Marriage Act, 1954.

Sh. Vijay Kumar s/o Sh. Govind Singh, r/o V.P.O. Behna, Tehsil Balh, District Mandi (H.P.) and Smt. Tanvi Sen d/o Sh. Dalip Sen, r/o Village Arthi, P.O. Bari Gumanu, Tehsil Sadar, Distt. Mandi (H.P.) under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 08-05-2025 according to Hindu rites and customs at r/o V.P.O. Behna, Tehsil Balh, District Mandi (H.P.) 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 objection regarding this marriage, can file the objection personally or in writing before this court on or before 24-06-2026. After that no objection will be entertained and marriage will be registered.

Issued today on 24-05-2026 under my hand and seal of the court.

Seal.

Sd/-
Marriage Officer-cum-Sub-Divisional Magistrate,
Balh, District Mandi (H.P.).

**ब अदालत कार्यकारी दण्डाधिकारी (नायब-तहसीलदार), नाहन,
जिला सिरमौर (हि0 प्र0)**

श्री शुभम शर्मा पुत्र श्री ओम दत्त, निवासी गांव सरोगा टिक्कर व डा0 चाकली, तहसील नाहन, जिला सिरमौर (हि0प्र0) (Address of Place of Birth-MIG 31, HB Coloney Nahan, P.O. & Tehsil Nahan, Distt. Sirmaur, H.P.).

बनाम

आम जनता

प्रार्थी श्री शुभम शर्मा पुत्र श्री ओम दत्त, निवासी गांव सरोगा टिक्कर व डा0 चाकली, तहसील नाहन, जिला सिरमौर (हि0प्र0) ने अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत एक आवेदन जिला रजिस्ट्रार (जन्म एवं मृत्यु)/मुख्य चिकित्सा अधिकारी, जिला सिरमौर स्थित नाहन के पत्र क्रमांक HFW-N/ST/B&D/Delayed Cases/2026-194, दिनांक 08-04-2026 अनुलग्न क्रमशः अपना ब्यान हल्फी, आधार कार्ड, दो गवाहन के ब्यान हल्फी, अनुपलब्धता प्रमाण-पत्र रजिस्ट्रार जन्म व मृत्यु नगरपालिका परिषद, तहसील नाहन, जिला सिरमौर (हि0प्र0), प्रति परिवार रजिस्ट्रार, प्रति हिमाचल प्रमाण-पत्र, प्रति दसवीं प्रमाण-पत्र एवं अन्य कागजात सहित मामले में पूर्ण छानबीन उपरान्त इस अदालत में प्राप्त हुआ है। जिसमें प्रार्थी ने आवेदन किया है कि उसकी जन्म तिथि 08-04-1998 है, जिसे वह एवं उसका परिवार अज्ञानतावश नगरपालिका नाहन, तहसील नाहन में दर्ज न करवा सके। अब वह अपनी जन्म तिथि उक्त नगरपालिका नाहन, तहसील नाहन, जिला सिरमौर (हि0प्र0) में दर्ज करवाना चाहता है।

अतः सर्वसाधारण को इस इशतहार/नोटिस द्वारा सूचित किया जाता है कि इस सम्बन्ध में यदि किसी व्यक्ति को कोई उजर या एतराज हो तो वह स्वयं अथवा अपने प्रतिनिधि द्वारा दिनांक 22-06-2026 को प्रातः 10.00 बजे अदालत में हाजिर होकर अपना एतराज प्रस्तुत कर सकता है। अगर उक्त तारीख तक किसी का उजर/एतराज प्राप्त नहीं होता तो श्री शुभम शर्मा पुत्री श्री ओम दत्त एवं श्रीमती वीना देवी की जन्म तिथि 08-04-1998, नगरपालिका नाहन, तहसील नाहन, जिला सिरमौर (हि0प्र0) में दर्ज करने के आदेश जारी कर दिये जायेंगे।

आज दिनांक 22-05-2026 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—

कार्यकारी दण्डाधिकारी (नयाब-तहसीलदार),
नाहन, जिला सिरमौर (हि0 प्र0)।

**In the Court of Sh. Dwij Goel, IAS, Marriage Officer-cum-Sub-Divisional Magistrate,
Paonta Sahib, District Sirmaur, Himachal Pradesh-173 025**

In the matter of :

1. Sh. Lakshay s/o Sh. Raj Kumar, r/o House No. 176, Ward No. 06, Surya Colony, Village Heerpur, Tehsil Paonta Sahib, District Sirmaur (H.P.).

2. Kiran d/o Sh. Balbir Singh, r/o Ward No. 08, Resham Majri, Doilwala, Dehradun, Uttarakhand-248 140.

Versus

General Public

Subject.—Application for the registration of marriage under section 15 of Special Marriage Act, 1954.

Sh. Lakshay s/o Sh. Raj Kumar, r/o House No. 176, Ward No. 06, Surya Colony, Village Heerpur, Tehsil Paonta Sahib, District Sirmaur (H.P.) and Kiran d/o Sh. Balbir Singh, r/o Ward No. 08, Resham Majri, Doilwala, Dehradun, Uttarakhand-248 140 has filed an application alongwith affidavits in this court under section 15 of Special Marriage Act, 1954 and stating therein that they have solemnized their marriage on 06-12-2025 and they have been living together as husband and wife ever since then. Hence notices are given to all concerned and General Public to this effect that if anybody have any objection regarding the registration of marriage duly solemnized on 06-12-2025 between Sh. Lakshay s/o Sh. Raj Kumar, r/o House No. 176, Ward No. 06, Surya Colony, Village Heerpur, Tehsil Paonta Sahib, District Sirmaur (H.P.) and Kiran d/o Sh. Balbir Singh, r/o Ward No. 08, Resham Majri, Doilwala, Dehradun, Uttarakhand-248 140 he/she should file written objections and appear personally or through an authorized agent before this court within 30 days from the date of issue of this notice. After expiry of the said period the marriage certificate would be issued to the applicants by this court.

Issued under my hand and Office seal of the court on 29-05-2026.

Seal.

Sd/-
(DWIJ GOEL, IAS),
Marriage Officer-cum-SDM,
Paonta Sahib, District Sirmaur (H.P.).

**In the Court of Sh. Dwij Goel, IAS, Marriage Officer-cum-Sub-Divisional Magistrate,
Paonta Sahib, District Sirmaur, Himachal Pradesh-173 025**

In the matter of :

1. Sh. Abhishek Sharma s/o Sh. Atma Ram Sharma, r/o House No. 196, Ward No. 06, Sai Colony, Bangran Road, Behrewala (99), Tehsil Paonta Sahib, District Sirmaur (H.P.).

2. Anjali d/o Sh. Rajender Prasad, r/o Village Parduni (171), Girinar, Tehsil Paonta Sahib, District Sirmaur (H.P.).

Versus

General Public

Subject.—Application for the registration of marriage under section 15 of Special Marriage Act, 1954.

Sh. Abhishek Sharma s/o Sh. Atma Ram Sharma, r/o House No. 196, Ward No. 06, Sai Colony, Bangran Road, Behrewala (99), Tehsil Paonta Sahib, District Sirmaur (H.P.) and Anjali d/o Sh. Rajender Prasad, r/o Village Parduni (171), Girinar, Tehsil Paonta Sahib, District Sirmaur (H.P.) has filed an application alongwith affidavits in this court under section 15 of Special Marriage Act, 1954 and stating therein that they have solemnized their marriage on 10-02-2026 and they have been living together as husband and wife ever since then. Hence notices are given to all concerned and General Public to this effect that if anybody have any objection regarding the registration of marriage duly solemnized on 10-02-2026 between Sh. Abhishek Sharma s/o Sh. Atma Ram Sharma, r/o House No. 196, Ward No. 06, Sai Colony, Bangran Road, Behrewala (99), Tehsil Paonta Sahib, District Sirmaur (H.P.) and Anjali d/o Sh. Rajender Prasad, r/o Village Parduni (171), Girinar, Tehsil Paonta Sahib, District Sirmaur (H.P.) he/she should file

written objections and appear personally or through an authorized agent before this court within 30 days from the date of issue of this notice. After expiry of the said period the marriage certificate would be issued to the applicants by this court.

Issued under my hand and Office seal of the court on 27-05-2026.

Seal.

Sd/-
(DWIJ GOEL, IAS),
Marriage Officer-cum-SDM,
Paonta Sahib, District Sirmaur (H.P.).

**In the Court of Sh. Dwij Goel, IAS, Marriage Officer-cum-Sub-Divisional Magistrate,
Paonta Sahib, District Sirmaur, Himachal Pradesh-173 025**

In the matter of :

1. Sh. Nirmal Singh s/o Sh. Jagdish Chand, r/o Village Parduni (171), Tehsil Paonta Sahib, District Sirmaur (H.P.).
2. Sunita Devi d/o Sh. Mahendra Singh, r/o Village Patlion, Tehsil Paonta Sahib, District Sirmaur (H.P.).

Versus

General Public

Subject.—Application for the registration of marriage under section 15 of Special Marriage Act, 1954.

Sh. Nirmal Singh s/o Sh. Jagdish Chand, r/o Village Parduni (171), Tehsil Paonta Sahib, District Sirmaur (H.P.) and Sunita Devi d/o Sh. Mahendra Singh, r/o Village Patlion, Tehsil Paonta Sahib, District Sirmaur (H.P.) has filed an application alongwith affidavits in this court under section 15 of Special Marriage Act, 1954 and stating therein that they have solemnized their marriage on 21-03-2021 and they have been living together as husband and wife ever since then. Hence notices are given to all concerned and General Public to this effect that if anybody have any objection regarding the registration of marriage duly solemnized on 21-03-2021 between Sh. Nirmal Singh s/o Sh. Jagdish Chand, r/o Village Parduni (171), Tehsil Paonta Sahib, District Sirmaur (H.P.) and Sunita Devi d/o Sh. Mahendra Singh, r/o Village Patlion, Tehsil Paonta Sahib, District Sirmaur (H.P.) he/she should file written objections and appear personally or through an authorized agent before this court within 30 days from the date of issue of this notice. After expiry of the said period the marriage certificate would be issued to the applicants by this court.

Issued under my hand and Office seal of the court on 26-05-2026.

Seal.

Sd/-
(DWIJ GOEL, IAS),
Marriage Officer-cum-SDM,
Paonta Sahib, District Sirmaur (H.P.).

**In the Court of Sh. Dwij Goel, IAS, Marriage Officer-cum-Sub-Divisional Magistrate,
Paonta Sahib, District Sirmaur, Himachal Pradesh-173 025**

In the matter of :

1. Sh. Gurvinder Singh s/o Sh. Kulwant Singh, r/o House No. 21, Ward No. 03, Mehtab Gali, Tehsil Paonta Sahib, District Sirmaur (H.P.).
2. Rekha d/o Sh. Pratap Singh, r/o House No. 45, Ward No. 04, Shamsherpur (117), Tehsil Paonta Sahib, District Sirmaur (H.P.).

Versus

General Public

Subject.—Application for the registration of marriage under section 15 of Special Marriage Act, 1954.

Sh. Gurvinder Singh s/o Sh. Kulwant Singh, r/o House No. 21, Ward No. 03, Mehtab Gali, Tehsil Paonta Sahib, District Sirmaur (H.P.) and Rekha d/o Sh. Pratap Singh, r/o House No. 45, Ward No. 04, Shamsherpur (117), Tehsil Paonta Sahib, District Sirmaur (H.P.) has filed an application alongwith affidavits in this court under section 15 of Special Marriage Act, 1954 and stating therein that they have solemnized their marriage on 20-02-2026 and they have been living together as husband and wife ever since then. Hence notices are given to all concerned and General Public to this effect that if anybody have any objection regarding the registration of marriage duly solemnized on 20-02-2026 between Sh. Gurvinder Singh s/o Sh. Kulwant Singh, r/o House No. 21, Ward No. 03, Mehtab Gali, Tehsil Paonta Sahib, District Sirmaur (H.P.) and Rekha d/o Sh. Pratap Singh, r/o House No. 45, Ward No. 04, Shamsherpur (117), Tehsil Paonta Sahib, District Sirmaur (H.P.) he/she should file written objections and appear personally or through an authorized agent before this court within 30 days from the date of issue of this notice. After expiry of the said period the marriage certificate would be issued to the applicants by this court.

Issued under my hand and Office seal of the court on 26-05-2026.

Seal.

Sd/-
(DWIJ GOEL, IAS),
Marriage Officer-cum-SDM,
Paonta Sahib, District Sirmaur (H.P.).

**In the Court of Sh. Dwij Goel, IAS, Marriage Officer-cum-Sub-Divisional Magistrate,
Paonta Sahib, District Sirmaur, Himachal Pradesh-173 025**

In the matter of :

1. Sh. Mohd Anas s/o Sh. Imran Husain, r/o Puruwala, Kanshipur (139), P.O. Puruwala, Tehsil Paonta Sahib, District Sirmaur (H.P.).
2. Suman d/o Sh. Sushil Kumar, r/o Village Bhatna Kylna, Tehsil Dadahu, District Sirmaur (H.P.).

Versus

General Public

Subject.—Application for the registration of marriage under section 15 of Special Marriage Act, 1954.

Sh. Mohd Anas s/o Sh. Imran Husain, r/o Puruwala, Kanshipur (139), P.O. Puruwala, Tehsil Paonta Sahib, District Sirmaur (H.P.) and Suman d/o Sh. Sushil Kumar, r/o Village Bhatna Kylina, Tehsil Dadahu, District Sirmaur (H.P.) has filed an application alongwith affidavits in this court under section 15 of Special Marriage Act, 1954 and stating therein that they have solemnized their marriage on 29-07-2021 and they have been living together as husband and wife ever since then. Hence notices are given to all concerned and General Public to this effect that if anybody have any objection regarding the registration of marriage duly solemnized on 29-07-2021 between Sh. Mohd Anas s/o Sh. Imran Husain, r/o Puruwala, Kanshipur (139), P.O. Puruwala, Tehsil Paonta Sahib, District Sirmaur (H.P.) and Suman d/o Sh. Sushil Kumar, r/o Village Bhatna Kylina, Tehsil Dadahu, District Sirmaur (H.P.) he/she should file written objections and appear personally or through an authorized agent before this court within 30 days from the date of issue of this notice. After expiry of the said period the marriage certificate would be issued to the applicants by this court.

Issued under my hand and Office seal of the court on 26-05-2026.

Seal.

Sd/-
(DWIJ GOEL, IAS),
Marriage Officer-cum-SDM,
Paonta Sahib, District Sirmaur (H.P.).

**In the Court of Sh. Dwij Goel, IAS, Marriage Officer-cum-Sub-Divisional Magistrate,
Paonta Sahib, District Sirmaur, Himachal Pradesh-173 025**

In the matter of :

1. Sh. Ankit Kumar s/o Sh. Rajesh Sharma, r/o Saharanpur Road, Near G.P. Public School, Timli, Dehradun, Uttarakhand-248 142.

2. Rabiya d/o Sh. Noor Hassan, r/o Village Singhapura Bhagani, P.O. Bhagani, Tehsil Paonta Sahib, District Sirmaur (H.P.).

Versus

General Public

Subject.—Application for the registration of marriage under section 15 of Special Marriage Act, 1954.

Sh. Ankit Kumar s/o Sh. Rajesh Sharma, r/o Saharanpur Road, Near G.P. Public School, Timli, Dehradun, Uttarakhand-248 142 and Rabiya d/o Sh. Noor Hassan, r/o Village Singhapura Bhagani, P.O. Bhagani, Tehsil Paonta Sahib, District Sirmaur (H.P.) has filed an application alongwith affidavits in this court under section 15 of Special Marriage Act, 1954 and stating therein that they have solemnized their marriage on 20-01-2026 and they have been living together as husband and wife ever since then. Hence notices are given to all concerned and General Public to this effect that if anybody have any objection regarding the registration of marriage duly

solemnized on 20-01-2026 between Sh. Ankit Kumar s/o Sh. Rajesh Sharma, r/o Saharanpur Road, Near G.P. Public School, Timli, Dehradun, Uttarakhand-248 142 and Rabiya d/o Sh. Noor Hassan, r/o Village Singhpura Bhagani, P.O. Bhagani, Tehsil Paonta Sahib, District Sirmaur (H.P.) he/she should file written objections and appear personally or through an authorized agent before this court within 30 days from the date of issue of this notice. After expiry of the said period the marriage certificate would be issued to the applicants by this court.

Issued under my hand and Office seal of the court on 26-05-2026.

Seal.

Sd/-
(DWIJ GOEL, IAS),
Marriage Officer-cum-SDM,
Paonta Sahib, District Sirmaur (H.P.).

CHANGE OF NAME

I, Hukam Chand s/o Late Sh. Het Ram, r/o Village Suma Bagi, Suma (33), Shimla (H.P.) -171 019 declare that I have changed my son's name from Pratikshit (Previous Name) to Parikshit (New Name). All concerned please may note.

HUKAM CHAND
s/o Late Sh. Het Ram,
r/o Village Suma Bagi, Suma (33),
Shimla (H.P.)-171 019.

CORRECTION OF NAME

I, Bodh Raj s/o Shri Bhadr Ram, r/o Village Bhandarnu, P.O. Karsog, Tehsil Karsog, District Mandi (H.P.) declare that correct name of my son is Bhupender Chauhan s/o Bodh Raj which is wrongly entered as Baby of Tulsi s/o Shri Bodh Raj in his Aadhar Card.

BODH RAJ
s/o Shri Bhadr Ram,
r/o Village Bhandarnu, P.O. Karsog,
Tehsil Karsog, District Mandi (H.P.).

CHANGE OF NAME

I, Saurabh Kaundal s/o Sh. Subhash Chand Kaundal, r/o Kaundal Niwas, Village Majhyat, P.O. Totu, Tehsil & Distt. Shimla (H.P.)-171 011 declare that I have changed my daughter's name from Parineeta Kaundal (Old Name) to Parinidhi Kaundal (New Name). All concerned please may note.

SAURABH KAUNDAL
s/o Sh. Subhash Chand Kaundal,
r/o Kaundal Niwas, Village Majhyat,
P.O. Totu, Tehsil & Distt. Shimla (H.P.)-171 011.

CHANGE OF NAME

I, Babli Devi w/o Sh. Krishan Chand, r/o Village Lakadhar, P.O. Gaswash Dogri, Bagi (63), Shimla (H.P.)-171 208 declare that I have changed my daughter's name from Samaradhi Nesta (Old Name) to Samridhi Nesta (New Name). All concerned please may note.

BABLI DEVI
w/o Sh. Krishan Chand,
r/o Village Lakadhar,
P.O. Gaswash Dogri, Bagi (63),
Shimla (H.P.)-171 208.

CHANGE OF NAME

I, Lakshmi w/o Sh. Bakshi Ram, r/o V.P.O. Chharol, Tehsil Sadar, Distt. Bilaspur (H.P.) declare that I have changed my name from Lacchami Devi to Lakshmi. Concerned note.

LAKSHMI
w/o Sh. Bakshi Ram,
r/o V.P.O. Chharol,
Tehsil Sadar, Distt. Bilaspur (H.P.).

CHANGE OF NAME

I, Narvada Kumari w/o Sh. Kuldeep Singh, r/o Vill. Baglu, P.O. Kakkar, Tehsil Bamson at Tauni Devi, Distt. Hamirpur (H.P.) declare that my name is wrongly recorded in Aadhar Card as Narmda Kumari, whereas, my correct name is Narvada Kumari as per my all relevant documents. Narvada Kumari & Narmda Kumari same woman. All concerned note.

NARVADA KUMARI
w/o Sh. Kuldeep Singh,
r/o Vill. Baglu, P.O. Kakkar,
Tehsil Bamson at Tauni Devi, Distt. Hamirpur (H.P.).

CHANGE OF NAME

I, Muginder Thakur s/o Sh. Chattar Singh Thakur, Village Chamaich, Koti (236), Shimla, Himachal Pradesh-171 222 declare that I have changed my minor son's name from Baby of Pooja Rathore (old name) to Vivaan Singh Thakur (new name). All concerned please may note.

MUGINDER THAKUR
s/o Sh. Chattar Singh Thakur,
Village Chamaich, Koti (236),
Shimla, Himachal Pradesh-171 222.

CHANGE OF NAME

I, Sonam Dorje s/o Sh. Babu Ram, Village Sural Bhatori, P.O. Tai Sural, Tehsil Pangi, Distt. Chamba (H.P.) declare that I have changed my daughter's name from Tenzin to Tenzan Angmo for all future purposes. Concerned note it.

SONAM DORJE
s/o Sh. Babu Ram,
Village Sural Bhatori, P.O. Tai Sural,
Tehsil Pangi, Distt. Chamba (H.P.).

CHANGE OF NAME

I, Jaishi Ram (age 71 years) s/o Sh. Milkhi Ram, r/o V.P.O. Jowar, Tehsil Amb, Distt. Una (H.P.) hereby declare that my correct name is Jaishi Ram. But in my Aadhar Card my name is wrongly entered as Jassi Ram. So do necessary correction in my Aadhar Card as Jaishi Ram. Jaishi Ram & Jassi Ram is same and one person. All concerned please note.

JAISHI RAM
s/o Sh. Milkhi Ram,
r/o V.P.O. Jowar,
Tehsil Amb, Distt. Una (H.P.).

CHANGE OF NAME

I, Harish Chauhan ages 31 years s/o Sh. Dhan Singh Chauhan, r/o Shiv Niwas, Tikkar, Tutikandi, Shimla Urban (T), Shimla (H.P.)-171 004 declare that I have changed my minor daughter's name from Noori Chauhan (old name) to Noor Chauhan (new name). All concerned please may note.

HARISH CHAUHAN
s/o Sh. Dhan Singh Chauhan,
r/o Shiv Niwas, Tikkar,
Tutikandi, Shimla Urban (T),
Shimla (H.P.)-171 004.

CHANGE OF NAME

I, Ram Prakash s/o Sh. Geeta Ram, Village Kattal, Tikar (4), Shimla (H.P.)-171 226 do hereby declare that my daughter's name is wrongly recorded in Aadhar Card as Krishka Panday (old name) the correct name of my daughter is Krishika Panday. All concerned please may note.

RAM PRAKASH
s/o Sh. Geeta Ram,
Village Kattal, Tikar (4),
Shimla (H.P.)-171 226.

CHANGE OF NAME

I, Ranjeet Singh s/o Sh. Amar Singh, Tehsil Chopal, Village Kumbra, Deot (41), Shimla, Dewat, (H.P.)-171 211 declare that I have changed my minor son's name from Yugal Kishor (old name) to Yugal Kishore (new name). All concerned please may notice.

RANJEET SINGH
s/o Sh. Amar Singh,
Tehsil Chopal, Village Kumbra,
Deot (41), Shimla, Dewat (H.P.)-171 211.

CHANGE OF NAME

I, Manish Chauhan (new name) s/o Sh. Jagdish Kumar, Basaral (17/43), P.O. Basaral, Distt. Hamirpur, Himachal Pradesh-177 301 do hereby declare that I have changed my name from Manish Kumar (old name) to Manish Chauhan (new name) for all future purposes. All concerned may please note.

MANISH CHAUHAN
s/o Sh. Jagdish Kumar,
Basaral (17/43), P.O. Basaral,
Distt. Hamirpur, Himachal Pradesh-177 301.

CHANGE OF NAME

I, Narender Kainthla s/o Sh. Moti Ram, Phirnu (73), Narkanda, Shimla, Kumarsain (t), Himachal Pradesh-171 213 declare that I have changed my minor son's name from Baby one of Rekha (old name) to Shivansh Kainthla (new name). All concerned please may note.

NARENDER KAINTHLA
s/o Sh. Moti Ram,
Phirnu (73), Narkanda, Shimla,
Kumarsain (t), Himachal Pradesh-1711213.

CHANGE OF NAME

I, Lalita w/o Sh. Lucky Ram, r/o Village Hukkal, P.O. Longni, Tehsil Dharampur, Distt. Mandi (H.P.) declare that I have changed my name from Vandana to Lalita for all purposes in future. Please note.

LALITA
w/o Sh. Lucky Ram,
r/o Village Hukkal, P.O. Longni,
Tehsil Dharampur, Distt. Mandi (H.P.).

CHANGE OF NAME

I, Sohan Lal s/o Sh. Surat Ram, r/o Village Gothala, Bagi (636), P.O. Somnachi, Distt. Mandi (H.P.) declare that in Aadhar Card of my minor son having number 6452 3764 4209, his name is wrongly entered as Nupe Ram s/o Sohan Lal. Whereas, his correct name is Noop Ram. All concerned note please.

SOHAN LAL
s/o Sh. Surat Ram,
r/o Village Gothala, Bagi (636),
P.O. Somnachi, Distt. Mandi (H.P.).
