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LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 7th February 2024

S.R.O. No. 84/2024—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the award, dated the 20th December 2023 passed in the ID Case No. 02 of 2023 [u/s 2-A(2)] by the Presiding Officer, Labour Court, Jeypore on the industrial dispute between the Managing Director, Aska Co-operative Sugar Industries Ltd., Nuagaon, Aska, Dist. Ganjam, 2. Surjit Mohanty, M/s Mohanty Enterprises, At Rench, Nimapada, Dist. Puri and 1. Bapun Kumar Pattanaik, S/o Late Digamber Pattnaik, At- K. Nuagaon, P.S. Aska, Dist. Ganjam 2. P. Balakrushna Patro, S/o P. Gurunath Patro, At Golapali, P.S. Kotinda, Dist. Ganjam, 3. Bijaya Kumar Panda, S/o Ramachandra Panda, At Babanpur, P.S. Aska, Dist. Ganjam, 4. Bikram Jena, S/o Khageswar Jena, At Alipur, P.S. Aska, Dist. Ganjam, 5. K. Balaram Patro, S/o Sriramulu Patro, At Golapali, P.S. Kotinda, Dist. Ganjam, 6. S. Ramesh Chandra Patra, S/o S. Sukuru Patra, At Golapali, P.S. Kotinda, Dist. Ganjam, 7. N. Rabindra Kumar Patra, S/o N. Bangali Patra, At Golapali, P.S. Kotinda, Dist. Ganjam is hereby published as in the schedule below :

SCHEDULE

IN THE COURT OF THE PRESIDING OFFICER, LABOUR COURT, JEYPORE
DIST. KORAPUT

INDUSTRIAL DISPUTE CASE No. 02 of 2023 [u/s 2-A(2)]

Dated the 20th December 2023

Present :

Shri Bidyadhar Prusty, M.A., LL.M.
Presiding Officer,
Labour Court, Jeypore.

Between :

1. The Managing Director,
Aska Co-operative Sugar Industries Ltd.,
Nuagaon, Aska, Dist. Ganjam.

. . . First Party—Managements

2. Surjit Mohanty,
M/s Mohanty Enterprises,
At Rench, Nimapada, Dist. Puri.

Versus

- | | |
|---|-------------------------|
| 1. Bapun Kumar Pattanaik,
S/o Late Digamber Pattnaik,
At K. Nuagaon, P.S. Aska, Dist. Ganjam. | .. Second Party—Workmen |
| 2. P. Balakrushna Patro,
S/o P. Gurunath Patro,
At Golapali, P.S. Kotinda, Dist. Ganjam. | |
| 3. Bijaya Kumar Panda,
S/o Ramachandra Panda,
At Babanpur, P.S. Aska, Dist. Ganjam. | |
| 4. Bikram Jena,
S/o Khageswar Jena,
At Alipur, P.S. Aska, Dist. Ganjam. | |
| 5. K. Balaram Patro,
S/o Sriramulu Patro,
At Golapali, P.S. Kotinda, Dist. Ganjam. | |
| 6. S. Ramesh Chandra Patra,
S/o S. Sukuru Patra,
At Golapali, P.S. Kotinda, Dist. Ganjam. | |
| 7. N. Rabindra Kumar Patra,
S/o N. Bangali Patra,
At Golapali, P.S. Kotinda, Dist. Ganjam. | |

Appearances :

Shri K. N. Samantray, Advocate	.. For the First Party—Management
Shri L. M. Das, A/R	.. For the Second Party—Workmen
Date of argument	.. 08-12-2023
Date of Award	.. 20-12-2023

AWARD

The matter arises out of a petition submitted by the above named workmen under Section 2-A(2) of the Industrial Disputes Act. 1947 (For brevity herein after referred as I.D. Act, 1947) in the matter of the industrial dispute between both the parties.

The word 'workmen' used in the body of this award has no bearing with the term 'workman' as defined under Section 2(s) of the LD. Act, 1947. The word workmen commonly used in the body of this award is for the convenient of this court as a nomenclature for the 2nd party applicants.

1. Brief facts of the case of the 2nd Party Workmen is as follows ;.

The 2nd Party Workmen have averred that the Aska Cooperative Sugar Industries Ltd. (ACSI), Aska is a Public Sector undertaking and is controlled by the State Government. The industry is dealing with the manufacturing, packing and distributing liquor to the State Govt. of Odisha. The present workmen have submitted that they were continuously working as labourers in the semi-automatic liquor bottling unit of the Aska Cooperative Sugar Industries Ltd. (ACSI), Aska against the work of perennial nature since more than 10 years. They further averred that they all were directly appointed by the Management No. 1 and were working under its managerial control. They further averred that the Management No. 2 was inducted as the agency by the Management No. 1 from the 1st May 2021. Prior to that one M/s Great India Pharmaceuticals Pvt. Ltd. was inducted as the agent of the Management No. 1. They averred that the Management No. 1 is the principal employer of the present workmen. Since they were working under the control of the Management No. 1 since long for more than 10 years, they are the 'workmen' under Section 2(s) of the I. D. Act, 1947. They further averred that since the contract between Management No. 1 and Management No. 2 is sham and bogus, the present workmen raised an industrial dispute for their regularization before the District Labour Machinery. The District Labour Authority, Brahmapur vide its Letter No. 2424, dated the 5th November 2022 sought views from Management No. 1 regarding the issues raised by the workmen for their regularization. On being enraged by the demand of the workmen, the Management No. 1 directed the Management No. 2 to stop the employment to the present workmen. Accordingly the Management No. 2 refused employment to the present workmen since the 22nd November 2022. Then they made a representation to both the Managements for their reinstatement but no result. Then they raised the dispute before the DLO, Berhampur on the 24th November 2022 for conciliation but no fruitful result. They averred that the action of the Management by refusing the employment is not justified and is illegal. Finding no other alternative, they filed the present application for adjudication before this court. They further averred that the Management No. 1 has resorted to unfair labour practice by denying their legitimate claim of regularisation. They submitted that the refusal of employment by the Management amounts to retrenchment and hence the management has to follow the provisions of S. 25F of the I. D. Act, 1947. Neither one month's notice was given nor one month's pay was given in lieu of notice, before their retrenchment. No permission was obtained from the Appropriate Government before their retrenchment, since the industry is engaging more than 300 employees. Further no principle of 'last come first go' was applied in case of the present workmen. There was no misconduct on the part of the present workmen and no proceeding was initiated before their retrenchment and hence their retrenchment is illegal and void. After filing of Show Cause by the Management No. 1, the 2nd party workmen have filed their rejoinder denying the averments of the Management No. 1. They averred that the Certified Standing Orders of the Industry does not provide engagement of contract labourers. They averred that the engagement of contract labour in absence of provision to do so in the Certified Standing Order is void and such workers engaged on contract basis are regarded as the direct worker of the Principal Employer. They further averred that the Management No. 1 has absorbed some of the contract labourers namely Santosh Kumar Pattanaik, Satyaban Lenka, Priyanka Choudhary, Purna Chandra Swain and another working under the labour contractor

M/s Great India Pharmaceuticals Pvt. Ltd., as its regular employees, the discrimination in respect of the present workmen is violative of Art.14 of the Constitution of India. They averred that they are poor fellows and leading a miserable life after their dis-engagement, having no means of employment. With the above averments, they prayed for their reinstatement into the employment with consequential service benefits in the ends of justice.

2. Brief facts of the case of the 1st Party Managements is as follows.

On receipt of notice, the Management No. 1 has entered its appearance and filed its show cause. But inspite of receipt of notice, the Management No. 2 did not appear, for which it was set *ex-parte*.

The Management No. 1 in its show cause, averred that the demands of the workmen who claims reinstatement into service in the Industry, are not its employees and there was no such master and servant relationship exists at any point time. It further averred that the Aska Co-operative Sugar Industries Ltd., Aska is a Co-operative Industry and is an incorporated member under Odisha Co-operative Societies Act. It is engaged in Manufacturing of Sugar and so also in distillery business by producing country liquor. For smooth functioning of the business of the Industry, the 1st Party Management No. 1 decides to entrust some of the work to the contractors following due procedure as per the requirement from time to time. The contractors so entrusted for the jobs to do, use to deploy their own workforce to undertake the given job. The 1st Party Management No. 1 has no direct link to the labourers engaged by the Contractors. Such of the laboureres like that of the present claimants are never recruited by the 1st Party Management No. 1. During the present era of stabilization and modernization hiring of workforce through contractors and outsourcing becomes inevitable by the Industries to ensure sound production and discipline. As such the claim of the workmen that they are its employees, is not sustainable in law. Fact remains upon that the 1st Party Management No. 1 had engaged different contractors possessing valid license as provided in law under valid agreement like that of Management No. 2. Hence, the labourers working under Management No. 2 cannot claim reinstatement under the 1st Party Management No. 1. It further contended that the averments of the 2nd party that they are indirect employees of 1st party is not true, rather they are all contract labourers engaged by the contractor Management No. 2, in its bottling plant on daily wages basis and are not completed 240 days of engagement of their work preceding of 12 calendar months from the date of their dis-engagement on the 22nd November 2022, in order to come under the definition of 'workman' under Section 2(s) of ID. Act, 1947 and for that the present case is not maintainable before this Court. It further contended that they were not working continuously in the Industry against in any perennial nature of work. They never appointed by the 1st Party Management No. 1 directly in its establishment at any point of time and no appointment letter was issued to any of the claimants. It further submitted that all such persons are engaged by the contractor Management No. 2 under the valid contract only and all such engagements are all temporary in nature and after the contract period is over, there is no relationship between the Management No. 1 and Management No. 2 and the Management No. 1 has nothing to say on the dis-engagement of the present claimants by Management No. 2. Therefore, the compliance of S. 25-F of the Act, 1947 does not arise. It averred that the claim of the present

claimants that the contract between Management No. 1 and 2 is sham and bogus, is misconceived. The Management No. 1 has its own Standing Orders of the Industry, as certified by the Appropriate Authority to regulate the service conditions of its regular employees. Nowhere it provides to absorb the contract labourers into the permanent establishment of the industry and for that the claim of the 2nd Party claimants for their reinstatement into the service and other benefits are not tenable in law. The claimants are purely contract labourers working under the labour contractors and there is no such master and servant relationship and hence the claims are neither legal nor justified. The 1st Party is a registered society under the control of the State Government and hence is liable to be guided under the provisions of law and there is no violation of law in any kind. It contended that the 1st Party Management No. 1 has never victimized the claimants at any point of time and the claim of practice of unfair labour practice does not arise since the claimants are not under the control of the 1st Party Management No. 1. Hence, it prayed to reject the application, in the interest of justice.

ISSUE

3. Issues to be decided :—

- (i) “Whether the action of the Management of Aska Cooperative Sugar Industries Ltd., Nuagam, Aska, Ganjam, refusing of employment of (1) Papun Kumar Pattanaik, (2) P. Balakrushna Patro, (3) Bijay Kumar Panda, (4) Bikram Jena, (5) K. Balaram Patro, (6) S. Ramesh Chandra Patra and (7) N. Rabindranath Patra, is legal and/or justified ?
- (ii) If not, what relief the workman are entitled to ?”

4. In order to establish their case, the 2nd Party Workmen have examined one witness as W. W. No. 1 on their behalf and also relied on several documentary evidences. On the otherhand, the Management No. 1 has examined one witness on its behalf as M.W. No. 1. Apart from the oral evidences, it also relied on several documentary evidences.

5. Learned Authorised Representative (A/R) for the workmen Shri Dash has submitted that the present workmen were continuously working in the semi-automatic bottling plant of the Management No.1 since last 10 years. He further submitted that prior to working under the Management No. 2, the present workmen were working under the M/s Great India Pharmaceuticals Pvt. Ltd. Since the 1st November 2010 till the 30th April 2021 as evident from Ext. 6. He further submitted that the present workmen were working directly under the Management No.1 since the 1st May 2021 till the 6th June 2021 when there was no labour contractor was engaged. Management No. 2 was only inducted from the 7th June 2021 as per work order vide Ext. 5. But the work order was effective from the 1st May 2021 in order to deprive the legitimate claim of the present workmen. Such practice by the Management No. 1 is illegal and the contract is sham and bogus in law. He further submitted that though there was labour contractor inducted by the Management No. 1, the works were done under the control and supervision of the Officers of the Management No. 1 as evident from the evidence of the workman witness No. 1. No representative of the Management No. 2 had never visited to the plant to control and supervise the work of the present workmen. No evidence or document has adduced by the managements during evidence to that effect. So he submitted that the contractor so employed or inducted are name-sake contractor only to camouflage

the rights of the workmen. He submitted that the workmen were working continuously for more than 10 years as required under Section 25B of the Act, 1947. So while refusing employment to the workmen, S. 25F of the Act, 1947 required to be complied with, but the managements have failed to comply the same. He further submitted that no justification has ever made as to why the present workmen were retrenched from the employment. Even the Management No. 2 remained absent from this proceeding on the direction of the Management No. 1, who is still inducted by the Management No. 1 evident from Ext. K. Hence the refusal of employment to the workmen amounts to illegal retrenchment and the workmen are liable to be reinstated into employment with back wages. He further submitted that there is no provision in the Certified Standing Order of the Management No. 1 for engagement of contractors and contract labourers in its establishment. So the Management has violated the Rules/Provisions of its Standing Order, which is not tenable under law. He further submitted that although the name sake contractors were changed, but the workmen/labour were the same throughout the years together. Not only this, he submitted that the present workmen were paid less wages than the wages of regular employees for performing the same nature of work, which amounts to unfair labour practice. So he submitted to pass necessary orders for reinstatement of the present workmen. In support of his averments, he placed his reliance in the following decisions.

Anoop Sharma *Vrs.* Executive Engineer, Public Health Division No. 1, Panipat, Haryana (2010) 5 Supreme 88, Narotam Chopra *Vrs.* Presiding Officer, Labour Court & Ors (1988) 4 SLR 388, Sachiv, Krishi Upaj Mandi Samiti, Sanawad *Vrs.* Mahendra Kumar (2004) 101 FLR 176, Gopinath Panda *Vrs.* M/s Mineral & Metals Trading Corporation of India Ltd., BBSR 2012 (1) ILR-CUT-162, Sankar Mukharjee & Ors. *Vrs.* Union of India (UOI) & Ors. AIR 1973 (SC) 2650, Hussainbhai Calicut *Vrs.* The Alath Factory Thezhilali Union, Kozhikode & Ors AIR 1978 (SC) 1410, Bhilwara Dughd Sahakari S. Ltd. *Vrs.* Vinod Kumar Sharma (dead) by LRs & Ors. AIR (2011) SC. 3546, Basti Sugar Mills Ltd. *Vrs.* Ram UJagar & Ors. AIR (1964) SC 355, Indian Farmers Fertilizer Cooperative Ltd. *Vrs.* Industrial Tribunal-1, Allahabad & Ors. (2002) AIR (SCW) 1136 and Food Corporation of India *Vrs.* M/s Food Corporation of India, (1985) II L.L.J 4.

Learned Counsel for the Management No. 1 Shri Samantary has submitted that since, the workmen are employed under the labour contractor, there is no direct relationship of employer and employee or master and servant existed between the Management No.1 and the present claimants. He further submitted that the management, being a Cooperative Society, is regulated by its bye-laws and certified standing orders. The Managing Committee of the Management No. 1 has decided to engage contract labour system to do certain work of the functioning of its establishment. Accordingly, contractors were engaged by issuing of work orders for engagement of labourers for bottling work in its semi-automatic liquor bottling plant. The said contractor, Management No. 2 had engaged the present claimants for the work of bottling in the establishment of the Management No. 1. There is no direct payment of wages to the present claimants. The contractor had paid the wages to its labourers after receiving the same from the Management No. 1. The Management No. 1 never had any control over the present workmen. Since they are contract labourers, they are not workmen as defined under Section 2(s) of the I.D. Act, 1947. Further the present workmen never worked for 240 days in a year, so as to qualify to be the workmen for the purpose of S. 25F

of the Act, 1947. Merely the present claimants worked in the premises of Management No. 1, *ipso fact*, cannot say that they are the employees of the Management No. 1. He further submitted that there was no question of practice of unfair labour practice as claimed. The wages were paid to the labourers as per the norms of the Government and there is no deviation at all. The labourers cannot claim equal status to that of regular employees of the Management No. 1. He further submitted that the present workmen were neither issued any appointment letter for their engagement in the Management No. 1 nor issued any disengagement letter for their termination from work. Their status was the contract labourers under their respective contractors. So far the disengagement of the present workmen is concerned, he submitted that the Management No. 1 has nothing to say, since they are the labourers of the labour contractor, Management No. 2. Thus he submitted that the claim of the present workmen for their reinstatement by the Management No. 1 is not maintainable under the present proceeding. In support of his submission, he placed his reliance on the following decisions. The Workmen of the Food Corporation of India Vs. M/s Food Corporation of India, (1985) II L.L.J 4, State of U.P & Ors Vs. Ajay Kumar (1997) L.L.J 1204, and Himmat Singh & Ors. Vs. State of U.P. (2000) L.A.B.I.C 1874.

FINDINGS

6. The present application is the outcome of the industrial disputes raised by the present workmen, demanding their reinstatement into the employment with other service benefits. The workmen averred that they were working continuously in the semi-automatic bottling plant of Management No. 1 for more than 10 years. Therefore, they are the workers, working in a perennial nature of work and their retrenchment from employment without complying the provision of S. 25F of the Act, 1947 is illegal and hence they are liable to be reinstated. It further contended that the introduction of contract labour system is against the Certified Standing Orders of the establishment and the contractors were name sake and the contract if any, is bogus and sham, only to deprive the legitimate claim of the present workmen. The Management No. 1 averred that they were working in the factory not directly, but through their contractors and hence they are not the employees of the factory and they are the labourers of their respective contractors. It was further averred that the present persons (workmen) are not completed 240 working days in a year and hence they are not 'workmen' as per the provision of Section 2(s) of the I.D. Act, 1947. It further contended that they are receiving their wages from their contractors and there is no relationship of servant-master or employees-employer existed between them. In this backdrop of averments, first I have to advert to discuss the status of the present workmen as to whether they are the labourers of the contractors, employed by the Management or they are the employees of the Management No. 1, indirectly appointed by it?

7. The primary contention of the workmen that the contract between Management No. 1 and Management No. 2 are sham and camouflage. But no such material or evidence is produced to establish the said fact. Moreover, the document relied on by the Management No. 1 vide Ext. L is appears to be reliable, the agreement between the Management No. 1 and 2. Further Ext. G, H, J & K show that the Management No. 1 has valid contract with Management No. 2 for the purpose of bottling of country liquor in its bottling plant. It further reveals that the Management No. 2 has liberty to engage its labour force for the aforesaid work. On perusal of the said documents there is no

infirmary found, basing on which this court draw a conclusion that the contract and subsequent work orders issued are sham and camouflage. Moreover, during cross examination W.W. No. 1 has admitted that he was started his work first since 2010 under the contractor namely M/s. Great India Pharmaceuticals Pvt. Ltd. He further stated that no appointment letter was issued by Management No. 1. He further stated that for the last time he was worked under Management No.2 since 2021. The admission of W.W. 1 clearly shows that they are the contract labourers worked under different labour contractors. So the averments of the workmen that they were indirectly appointed by Management No. 1 is found to be baseless. Fact reveals that there is no servant-master or employee-employer relationship exists between the present workmen and Management No. 1.

8. After perusal of the materials and evidences, available in the case record, this court hold that the present workmen were the contract laborers of Management No. 2. The Management No. 1 has averred that the present workmen were not 'workmen' as per the provision of Section 2(s) of I.D. Act, 1947 as they were not completed 240 days work during a calendar year preceding the date of their disengagement. But the workmen have submitted that they were working since 2010, firstly under the M/s Great India Pharmaceuticals Pvt. Ltd. and lastly under Management No. 2. In order to prove the said fact the workmen have filed the certificate, dated the 10th June 2021 issued by the Managing Director of Great India Pharmaceuticals Pvt. Ltd., Berhampur, marked as Ext. 6, for the workmen. Ext. 6 reveals that the present workmen were working from the 1st June 2010 to the 30th April 2021. On further perusal of Ext. 6, it is found that the same was issued by one Chittaranjan Das, MD, of Great India Pharmaceutical Pvt. Ltd. on his personal capacity. It has no link with the affairs of Management No. 1, in absence of any proof thereof. The said Great India Pharmaceuticals Pvt. Ltd. is not a party to the present case to prove the said fact for the computation of the period of their continuous service since 2010. To substantiate Ext. 6, the workmen have not filed any supportive document. Merely on the basis of a certificate, it cannot be said that they were working since 2010. Fact reveals that they were working under the Management No. 2 since June 2021 as evident from Ext. 7 Series and from Ext. 8. But the said documents are not enough to hold that the present workmen were worked for 240 days in a calendar year preceding their disengagement on the 22nd November 2022. The said Ext. 7 series are the calculation sheets of the deductions of EPF amounts of the present workmen. Ext. 8 is the bank account statement of workman Bikram Jena. The said documents did not disclose the days of work done by each of the workmen in a calendar year since 2021. So in absence of any material or evidence, this court hold that the present workmen have failed to prove that they had worked for 240 days in a calendar year preceding their disengagement on the 22nd November 2022. Since they failed to prove the said aspect, they cannot be treated as 'workman' as defined under Section 2(s) of the I.D. Act, 1947, so as extend the benefits of S. 25F of the said Act, 1947.

9. The present workmen have raised the issue that the Management No. 1 has resorted to Unfair Labour Practice by putting them under the name-sake contractors and denying their legitimate claim of regularisation. There is no material or evidence, adduced by the workmen to substantiate the said claim. Fact admitted that the present workmen are the labourers of the Management No. 2. So the contention of resorting to Unfair Labour Practice by Management No. 1 does not arise in absence of any master-servant or employer-employee relationship. Mere saying, without any material or evidence that the Management No. 1 has resorted to Unfair Labour Practice is not acceptable.

10. So, in view of the above discussions, it is found that the present workmen have failed to establish that they were indirectly appointed employees of the Management No. 1. They also failed to establish that the contract between the Managements No. 1 & 2 is sham and bogus or is a camouflage document, so as to get the benefit of employee of the Management No. 1 by lifting the veil. They also failed to prove that they have worked for 240 days in 12 months preceding to their disengagement, so as to get the benefit of S. 25F of the ID. Act, 1947, being the workmen. Fact reveals from Ext. J that the Management No. 2 has valid labour license, issued by Aproprate Authority under the provision of Contract Labour (Abolition and Regulation) Act, 1970 (in short CLARA), to engage labourers for Management No. 1. It is also found that the present workmen were working under the control of Management No. 2. Hence, on analysing the facts and evidences adduced by both the parties, it can safely be said that the present workmen are the contract labourers worked under the control of Management No. 2 and obviously worked for Management No. 1. They cannot be treated as 'workmen' as per the provision of Section 2(s) of the I.D. Act, 1947 and hence, no provision of the said Act, 1947 is applicable in respect of the present workmen. Moreover, their status can be decided under the provisions of the CLARA, 1970. On perusal of the statement of claim filed by the present workmen, there is no averment has made regarding the getting of any benefits under any provisions of the CLARA, 1970, where, the remedy lies for the present workmen, before the appropriate forum. So far the decisions cited by both the parties, to my humble submission the ratio decided in the said cases are not applicable in the present case, in view of the discussions made above, as the case of the present workmen are falling under the provisions of CLARA, 1970 and this court has no jurisdiction to deal with the same. So in view of the above discussions, it is found that the present workmen have failed to establish their case and hence, they are not entitled for any relief as they claimed for. Accordingly, it is ordered;

AWARD

The application filed under Section 2A (2) of the I.D. Act, 1947 by the workmen(nomenclature) named above, be and the same, is rejected on contest against the Management No. 1 and *ex-parte* against the Management No. 2. Considering the facts, no order as to costs.

Dictated and corrected by me.

BIDYADHAR PRUSTY
20-12-2023
Presiding Officer
Labour Court, Jeypore

BIDYADHAR PRUSTY
20-12-2023
Presiding Officer
Labour Court, Jeypore

[No. 1079—LESI-IR-ID-0010/2024-LESI]

By order of the Governor
NITIRANJAN SEN
Additional Secretary to Government

List of witness examined on behalf of 2nd Party Workmen :

W.W. 1-Papun Kumar Pattanaik

List of witness Examined on behalf of 1st Party Management No. 1 :

M.W. 1-R. Chandrasekhar Reddy

List of witness Examined on behalf of 1st Party Management No. 2 :

None

List of documents marked as Exhibits for the 2nd party Workmen :

- Ext. 1 Photocopy of representation, Dt. 24-11-2022 of the present workmen submitted to both the Management.
- Ext. 2 Photocopy of representation, Dt. 29-11-2022 of the present workmen submitted to the DLO, Brahmapur.
- Ext. 3 Photocopy of Letter No. 2425, Dt. 05-11-2022 of the DLO, Brahmapur issued to Management No. 1.
- Ext. 4 Photocopy of Letter No. 2765, Dt. 19-12-2022 of the DLO, Brahmapur issued to Management No. 1.
- Ext. 5 Photocopy of work Order No. 362, Dt. 07-06-2021 issued by the Management No. 1 to the Management No. 2.
- Ext. 6 Photocopy of Certificate, Dt. 10-06-2021 issued by the labour contractor M/s Great India Pharmaceuticals Pvt. Ltd. In favour of the present workmen.
- Ext. 7 Photocopy of EPF pass book of the present workmen.
- Ext. 8 Photocopy of bank pass book of the workmen Bikram Jena.

List of documents marked as Exhibits for the 1st Party Management.

- Ext. A Photocopy of Licence No. 527/2010, Dt. 01-07-2010 of Contractor M/s Great India Pharmaceuticals Pvt. Ltd.
- Ext. B Photocopy of Letter No. 3566, Dt. 19-06-2020 issued by the Management No. 1 to Contractor M/s Great India Pharmaceuticals Pvt. Ltd.
- Ext. C Photocopy of work Order, Dt. 16-02-2019 issued in favour of Contractor M/s Great India Pharmaceuticals Pvt. Ltd.
- Ext. D Photocopy of renewal work Order, Dt. 07-04-2018 issued in favour of Contractor M/s Great India Pharmaceuticals Pvt. Ltd.
- Ext. E Photocopy of Agreement, Dt. 01-7-2020 executed between Labour Contractor M/s Great India Pharmaceuticals Pvt. Ltd. And Management No.1.
- Ext. F Photocopy of invoice showing payment of money to Labour Contractor M/s Great India Pharmaceuticals Pvt. Ltd by the Management No. 1.
- Ext. F/1 Photocopy of invoice showing payment of money to Labour Contractor M/s Great India Pharmaceuticals Pvt. Ltd by the Management No. 1.
- Ext. F/2 Photocopy of invoice showing payment of money to Labour Contractor M/s Great India Pharmaceuticals Pvt. Ltd by the Management No. 1.

- Ext. G Photocopy of letter (work order) No. 362, Dt. 07-06-2021 issued in favour of Management No.1 for bottling of country liquor.
- Ext. H Photocopy of renewal letter (work order) No. 2195, Dt. 31-03-2022 issued in favour of Management No. 1 for bottling of country liquor.
- Ext. J Photocopy of certificate of licence issued in favour of labour Contractor Management No. 2 by the Appropriate Authority.
- Ext. K Photocopy of the proceeding of Tender Committee held on 27-04-23 of the Management No.1 vide Letter No. 332, Dt.17-05-2023.
- Ext. L Photocopy of Agreement, Dt. 02-04-2022 executed between Labour Contractor Management No. 2 and Management No.1.
- Ext. M Photocopy of invoice showing payment of money to Labour Contractor M/s Mohanty Enterprises (Management No. 1) by the Management No. 1.
- Ext. M/1 Photocopy of invoice showing payment of money to Labour Contractor M/s Mohanty Enterprises (Management No. 1) by the Management No.1.
- Ext. M/2 Photocopy of invoice showing payment of money to Labour Contractor M/s Mohanty Enterprises(Management No. 1) by the Management No. 1.