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प्राधिकार से प्रकाशित
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सं. 38] नई दिल्ली, सितम्बर 28—अक्तूबर 4, 2025, शनिवार/आश्विन 6—आश्विन 12, 1947
No. 38] NEW DELHI, SEPTEMBER 28—OCTOBER 4, 2025, SATURDAY/ASVINA 6—ASVINA 12, 1947

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

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

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

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1715—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ड.) के उप-खंड (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री दम्मु रवि के स्थान पर श्री सुधाकर दलेला, सचिव (आर्थिक संबंध), विदेश मंत्रालय को तत्काल प्रभाव से और अगले आदेशों तक भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के निदेशक मण्डल में निदेशक के पद पर नामित करती है।

[फा. सं. 9/1/2022-आईएफ-1]

पूजा शर्मा, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)
New Delhi, the 25th September, 2025

S.O. 1715.—In exercise of the powers conferred by sub-clause (i) of clause (e) of sub-section (1) of section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates Shri Sudhakar Dalela, Secretary (ER), Ministry of External Affairs, as Director on the Board of Directors of Export-Import Bank of India (Exim Bank), with immediate effect and until further orders, *vice* Shri Dammu Ravi.

[F. No. 9/1/2022-IF-I]

POOJA SHARMA, Under Secy.

विदेश मन्त्रालय
(सी.पी.वी. प्रभाग)
नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1716.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार, सितम्बर 26, 2025 से कांसुलर सेवाएं के निर्वहन करने के लिए विदेश में भारतीय मिशन/पोस्टों में सहायक कांसुलर अधिकारियों के रूप में इस मंत्रालय के नीचे उल्लिखित अधिकारियों की नियुक्ति करता है:

क्रम सं.	अधिकारी का नाम और पद	मिशन / पोस्ट जिसमें सहायक कांसुलर अधिकारी के रूप में नियुक्त किया गया है
1	श्रीमती विजयलक्ष्मी सुरेश, वैक्तिक सहायक	भारत के उच्चायोग, नैरोबी
2	श्री नरोत्तम शर्मा, सहायक अनुभाग अधिकारी	भारतीय उच्चायोग कैनबरा
3	श्री गौतम राणा, वैक्तिक सहायक	
4	श्री दीपक कुमार, वरिष्ठ सचिवालय सहायक	
5	श्री राजेंद्र कुमार, सहायक अनुभाग अधिकारी	भारत के प्रधान कौंसलावास, बैंकूवर
6	श्री रवि कांत गुप्ता, सहायक अनुभाग अधिकारी	भारतीय दूतावास, औगाडू
7	श्री अभिमन्यु, सहायक अनुभाग अधिकारी	भारतीय दूतावास, कोपेनहेगन

[फा. सं. टी. 4330/01/2025(36)]

नबा कुमार पाल, निदेशक (सीपीवी)

MINISTRY OF EXTERNAL AFFAIRS
(CPV Division)

New Delhi, the 26th September, 2025

S.O. 1716.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints the below mentioned officials of this Ministry, as Assistant Consular Officers in Indian Missions/Posts abroad to perform Consular services with effect from September 26, 2025:

S. No	Name & Rank of the Officer	Mission/Post wherein appointed as Assistant Consular Officer
1	Mrs. Vijayalakshmi Suresh, Personal Assistant	High Commission of India, Nairobi
2	Mr. Narottam Sharma, Assistant Section Officer	High Commission of India, Canberra
3	Mr. Gautam Rana, Personal Assistant	

4	Mr. Deepak Kumar, Senior Secretariat Assistant	
5	Mr. Rajender Kumar, Assistant Section Officer	Consulate General of India, Vancouver
6	Mr. Ravi Kant Gupta, Assistant Section Officer	Embassy of India, Ouagadougou
7	Mr. Abhimanyu, Assistant Section Officer	Embassy of India, Copenhagen

[F. No. T.4330/01/2025 (36)]

NABA KUMAR PAL, Director (CPV)

कोयला मंत्रालय

नई दिल्ली, 1 अक्टूबर, 2025

का.आ. 1717.—केन्द्रीय सरकार को यह प्रतीत होता है कि इसके उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त होने की संभावना है;

और, उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक धारक संख्या आरईवी/04/2025, तारीख 8 मई, 2025 का निरीक्षण महाप्रबंधक, सेंट्रल कोल फील्ड्स लिमिटेड (भूमि एवं राजस्व विभाग), दरभंगा हाउस, राँची 834029, झारखण्ड के कार्यालय में अथवा महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, पिपरवार क्षेत्र, जिला चतरा (झारखण्ड) अथवा महाप्रबंधक (खोज प्रभाग), आर.आई III, केन्द्रीय खान योजना एवं डिजाइन संस्थान लिमिटेड, गोंडवाना पैलेस, कांके रोड राँची 834008, झारखण्ड के कार्यालय में अथवा कोयला नियंत्रक, कोयला नियंत्रक का संगठन, कोयला मंत्रालय, स्कोप मीनार, 5वां तल, कोर II, लक्ष्मी नगर, दिल्ली 110092 के कार्यालय में किया जा सकता है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले के लिए पूर्वेक्षण करने के अपने आशय की सूचना देती है,

उक्त अनुसूची में उल्लेखित भूमि में हितबद्ध कोई व्यक्ति-

- I. उक्त अधिसूचना की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्यवाई से हुई या होने वाली संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या
- II. उक्त अधिनियम की धारा (13) की उप-धारा (1) के अधीन पूर्वेक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिनों की अवधि के भीतर महाप्रबंधक, सेंट्रल कोल फील्ड्स लिमिटेड, पिपरवार क्षेत्र, जिला चतरा (झारखण्ड) और महाप्रबंधक, सेंट्रल कोल फील्ड्स लिमिटेड, भूमि एवं राजस्व विभाग, दरभंगा हाउस, राँची 834029, झारखण्ड को भेज सकेगा।

अनुसूची

अशोक विस्तार ब्लॉक, अशोक ओपन कास्ट प्रोजेक्ट

जिला: चतरा (झारखण्ड)

[रेखांक धारक संख्या आरईवी/04/2025, तारीख 8 मई, 2025]

क्र. सं.	ग्राम/ मौज़ा	थाना सं.	अंचल	जिला	अधिग्रहण के अधीन भूमि का रकबा		टिप्पणियाँ
					एकड़ में	हेक्टेयर में	
1	कोईलारा	89	टंडवा	चतरा	138.80	56.17	भाग
अधिग्रहण का कुल क्षेत्रफल					138.80 एकड़ (लगभग)	56.17 हेक्टेयर (लगभग)	

सीमा वर्णन:

क्र. सं.	सीमा रेखा	सीमा वर्णन
1	ए - बी - सी - डी - ई - एफ़ - जी - एच - ए	रेखा बिंदु 'ए' से आरंभ होकर बिन्दु बी, सी, डी, ई, एफ़, जी एवं एच से गुजरते हुए विनिर्दिष्ट के अनुसार आरंभिक बिंदु 'ए' पर मिलती है।

[फा. सं. 43015/14/2025-एलएआईआर]

दर्शन कुमार सोलंकी, निदेशक

MINISTRY OF COAL

New Delhi, the 1st October, 2025

S.O. 1717.—Whereas it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number REV/04/2025, dated the 8th May, 2025, containing details of the areas of land described in the said Schedule may be inspected at the office of the General Manager, Central Coalfields Limited (Land and Revenue Department), Darbhanga House, Ranchi 834029, Jharkhand or at the Office of the General Manager, Central Coalfields Limited, Piparwar Area, Districts Chatra (Jharkhand) or at the office of the Deputy commissioner, District Chatra (Jharkhand) or at the office of the General Manager (Exploration Division), RI-III, Central Mine Planning and Design Institute, Gondwana Palace, Kanke Road, Ranchi 834008, Jharkhand or at the office of the Coal Controller, Coal Controller's Organisation, Ministry of Coal, Scope Minar, 5th floor, Core-II, Laxmi Nagar, Delhi 110092;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the land described in the said Schedule;

Any person interested in the land described in the said Schedule may –

- claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 of the said Act; or
- claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting licenses ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the General Manager, Central Coalfields Limited, Piparwar Area, Districts Chatra (Jharkhand) or General Manager, Central Coalfields Limited, Land and Revenue Department, Darbhanga House, Ranchi 834029, Jharkhand within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE**ASHOK EXPANSION BLOCK OF ASHOK OPEN CAST PROJECT****DISTRICT: CHATRA (JHARKHAND)**[Plan bearing number REV/04/2025 dated the 8th May 2025]

Sl. No.	Village	Thana No.	Circle / Thana	District	Area Under acquisition		Remarks
					In Acre	In Hectare	
1	Koilara	89	Tandwa	Chatra	138.80	56.17	Part
Total Area under acquisition					138.80 Acre (Approximately)	56.17 Hectare (Approximately)	

Boundary Description

Sl. No.	Boundary Line	Boundary Description
1	A – B – C – D – E – F – G – H – A	Line starts from point 'A' and passes through points B, C, D, E, F, G and H and meets at starting point 'A'

[F. No. 43015/14/2025-LAIR]

DARSHAN KUMAR SOLANKI, Director

नई दिल्ली, 1 अक्टूबर, 2025

का.आ. 1718.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii), तारीख 23 जुलाई 2025 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 3381 (अ), तारीख 23 जुलाई 2025 के प्रकाशन पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए थे;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि नेवेली लिग्नाइट कॉर्पोरेशन इंडिया लिमिटेड (जिसे इसमें इसके पश्चात् “सरकारी कंपनी” कहा गया है), ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि जिसका माप 714.54 हेक्टेयर (लगभग) या 1765.46 एकड़ (लगभग) है और इस प्रकार निहित उक्त भूमि में या उस पर के सभी अधिकार तारीख 23 जुलाई 2025 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

- (1) सरकारी कंपनी, उक्त अधिनियम और अन्य सुसंगत विधियों के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, क्षतियों इत्यादि मदों की बाबत सभी संदाय करेगी;
- (2) उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा, जिसमें शर्त (1) के अधीन सरकारी कंपनी द्वारा संदेय रकमों का अवधारण करने के प्रयोजन के लिए, और किसी ऐसे अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन

किए जाएंगे, और इसी प्रकार उक्त भूमि में इस प्रकार निहित या उस पर के अधिकारों के लिए या उनके संबंध में अपील इत्यादि सभी विधिक कार्यवाहियों की बाबत उपगत सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे;

- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदाधिकारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो उक्त भूमि में इस प्रकार निहित या उस पर के अधिकारों के संबंध में, केन्द्रीय सरकार या उसके पदाधिकारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;
- (4) सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और उसके अधिकारों को किसी अन्य व्यक्ति को अंतरण करने की शक्ति नहीं होगी; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएँ या अधिरोपित किए जाएँ।

[फा. सं. 43015/4/2024-एलएआईआर]

दर्शन कुमार सोलंकी, निदेशक

New Delhi, the 1st October, 2025

S.O. 1718.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O 3381 (E), dated the 23rd July, 2025, published in the Gazette of India, Extraordinary, Part II, section 3, Sub-section (ii), dated the 23rd July, 2025, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Neyveli Lignite Corporation India Limited (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said land measuring 714.54 hectares (approximately) or 1765.46 acres (approximately) and all rights in or over the said land so vested shall with effect from dated the 23rd July, 2025 instead of continuing to so vest in the Central Government, shall vest in the Government company, subject to the following terms and conditions, namely:-

1. The Government company shall make all payments in respect of compensation, interest, damages, and the like, as determined under the provisions of the said Act and other relevant laws;
2. A Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable by the Government company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government company;
3. The Government company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said lands so vested;
4. The Government company shall have no power to transfer the aforesaid rights in the said lands so vested to any other person without the prior approval of the Central Government; and
5. The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/4/2024-LAIR]

DARSHAN KUMAR SOLANKI, Director

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1719.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, केन्द्रीय विमानन अनुसंधान संस्थान, बरेली (उ.प्र.) के प्रबंधन के संबद्ध नियोजकों और श्री राम शंकर पचौरी, बरेली (उ.प्र.) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, लखनऊ पंचाट(संदर्भ संख्या- 01/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42012/100/2014-आईआर (डीयू)]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th September, 2025

S.O. 1719.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2015) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Central Avian Research Institute, Bareilly (UP)** and **Shri Ram Shankar Pachauri, Bareilly (UP)**, workmen.

[No. L-42012/100/2014 -IR (DU)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.****I.D. No. 01/2015****Ref. No.L-42012/100/2014 IR-(DU) Dated: 08.07.2014**

Shri Ram Shankar Pachauri,

S/o Shri Krishna Swaroop Pachauri,

B- 170, Rajender Nagar, Bareilly (UP).

.....Appellant

Versus

The Director,

Central Avian Research Institute,

Izzat Nagar, Bareilly (UP).

.....Respondent

JUDGMENT

By order No.L-42012/100/2014 IR-(DU) Dated: 08.07.2014, the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether the action of the management of Central Avian Research Institute, Izzat Nagar, over the issue of alleged illegal retrenchment of service of Shri Ram Shakar Pachauri S/o Shri Krishna Swaroop Pachauri w.e.f 25.03.1991 and non-regularization of service & not giving promotion is legal and justified? If not, what relief the workman are entitled to?"

Thereafter, by order dated 13.11.2014, transferred to the Central Government Industrial Tribunal-Cum-Labour Court, Lucknow, which reads as under:-

NO.. L-42012/100/2014 (IR(DU)): WHEREAS the industrial dispute referred vide order of even number dated 08/07/2014 (copy annexed) is pending before the Cent. Govt. Indus.Tribunal-cum- Labour Court No 2, Chandigarh.

AND WHEREAS the workman had requested for transfer of the disputer to Cent. Govt. Indus.Tribunal-cum-Labour Court, Lucknow.

NOW THEREFORE, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby withdraws the said references from Cent. Govt. Indus.Tribunal-cum-Labour Court No 2, Chandigarh and the said industrial disputes stand transferred to the Cent. Govt. Indus.Tribunal-cum-Labour Court, Lucknow for adjudication as per the conditions and Schedule(s) laid down in this Ministry's earlier Order(s) dated 08/07/2014.

Accordingly, the present I.D. Case No. 01/2015 has registered before this tribunal.

CASE OF THE WORKMAN

Shri K.K. Tripathi Advocate, on behalf of the workman submits as under:

1. That the workman concerned in the dispute appeared in the written examination held by the employer in the year 1988 and after successfully passing the said examination he was employed as casual Lab Technician (P & R Division) on 13- 12-1988.
2. That since then the workman continuously worked, However, he was called for interview vide letter no. F-1-7(27/86 Estd.) dated 08-10-90 and he was again selected for the post of Lab Technician and was posted in Physiology and Reproduction Department, where he worked continuously till 29-03-1991.
3. That the nature of job, on which the workman was working of permanent nature but the employer in order to deprive the workman from the benefits as are given to the other 'similarly situated employees illegally and deliberately shown him as casual employee.
4. That it would not be out of place along with the applicant S/Sri Sushil Kumar Saxena, Ravi Kumar Goel, Umesh Kumar Tripathi, Pradeep Narain Bajpai, Sharad Kumar Gupta were working. It is also pertinent to mention here that educational qualification of the concerned workman is M.Sc. Maths, where as other person's qualification is much less than the applicant i.e. intermediate.
5. That on 25-03-1991, the services of all the aforesaid persons S/Sri Sushil Kumar Saxena, Ravi Kumar Goel, Umesh Kumar Tripathi, Pradeep Narain Bajpai, Sharad Kumar Gupta including the concerned workman were terminated without assigning any reason. However, The services of S/Sri Ravi Kumar Goel, Umesh Kumar Tripathi, Pradeep Narain Bajpai were retained and subsequently Services of Sri Ravi Kumar Goel, Umesh Kumar Tripathi, Pradeep Narain Bajpai were regularised and they were given promotion too. However, Sri Sushil Kumar Saxena Challenged his termination by raising an industrial dispute and his termination was declared illegal by the learned Industrial Tribunal-cum-Labour Court, Lucknow vide Award dated 05-08-2005, passed in I.D. Case No. 276/2001 in Shushil Kumar Sexena Versus Director, Central Avian Research Institute and as consequence of implementation of said Award he is in the employment with continuity of his service.
6. That the nature of job on which the workman is continuously working is of permanent nature and last thought out the year. The same is perennial to the main function and interregnal part of main working of the employer.
7. That it is pertinent to mention here that workman concerned has/had worked not less then 240 days in each year and during this period there has not been any complaint about his work, performance and conduct.
8. That Department of Personnel and Training, Government of India has formulated as scheme with regard to grant of Temporary status and regularization of casual workers who have worked continuous working of 240 days and are on employment on 1-9- 1993. The employer have adopted this scheme vide council circular No. 24-15/93-Cdn Dated 23rd November 1994.
9. That there are so may other post of Technician, which are still vacant and the employer is going to recruit new incumbents against these post ignoring the legitimate right of the workman concerned.
10. That the workman was not given one month notice or notice pay in lieu thereof nor any retrenchment compensation was paid.
11. That the workman concerned continuously approaching the concerned authorities for settlement of dispute and made several representations right from his date of termination to trill the date.
12. That under the facts and circumstances stated above the termination of service of the applicant is illegal and he is entitled to be reinstated with continuous service along with back wages and other fringe benefits, including the regularization and promotions as given to the other similarly situated employees.

Accordingly, learned counsel for workman request that relief as claimed by workman may be granted.

SUBMISSION ON BEHALF OF RESPONDENT

Shri Raj Vikram Singh Advocate, on behalf of respondent submits as under:-

1. That workman was called for interview to work as Casual Lab Technician vide letter No.1-7(27)/86/Estt dated 24.11.90. He worked as a casual worker from 26.3.1990 up to 24.3.1991 in a various spells with 66 days

breaks, evidence is also available. However, his claim is not in order and services were not required.

2. However, Shri Sharad Kumar Gupta is not employee of this Institute and Shri Sushil Kumar Saxena working as casual worker. As far as possessing of higher qualification is concerned, it may not confer any right of criteria of Kumar selection as the selection is merely based as on recruitment rules of New Delhi. Other capability and per Technical Services of ICAR, cited personnel were appointed later on to the permanent post on direct recruitment, which was open to all. Seeking their parity may not be as a matter of right as he was not recommended for committee appointment by the selection constituted for the purpose, so his claim is not in order and devoid of truth.

3. That It does not matter whether the post was permanent, temporary or otherwise. It is a matter of fact that applicant was well acquainted with the nature of engagement before taking up casual engagement as Lab Technician.

4. That There has no dispute at all. When Posts vacant under Technical category to fill up by direct recruitment from open market was notified from time to time in newspapers for wide publicity. Prescribed recruitment rules were followed and persons namely; Shri P.N.Bajpai and Shri Ravi Goel would have been selected and appointed. It was open for all.

5. In compliance of the Award dated 05.8.2005 of Hon'ble CGIT, Lucknow and as per the instructions issued by the Indian Council of Agricultural Research (ICAR), Shri Sushil Kumar Saxena was reinstated as Casual Technician.

6. That the workman never worked for 240 days in a year. Performance appraisals are not maintained/ kept for casual workers.

7. That it was purely a causal engagement for which the workman accepts the offer knowing well that his causal engagement was for specific period communicated in writing before actual engagement. After expiry of engagement, Institute cannot be charged to carry his future liability and casual engagements do not confer any right to absorb for permanent post.

8. That Shri R.S . Panchauri did not fulfill the criteria for awarding him Temporary Status as communicated vide ICAR letter No.24- 15/ 93-CDN, dated 23rd Nov., 1994 since he was not in service on the date of issue of O.M. No.51016/2/90-Estt(C), dated 10th Sept., 1993 issued by DOPT. The last engagement of petitioner expired on 24.03.1991. And the scheme to grant temporary status to casual labor was issued by DOPT on 10th Sept., 1993. It is crystal clear in the O.M dated 10 Sept 1993 that who are presently employed and have rendered one year continued service in central government office may be regulate by the scheme as appended and this scheme will come force w.e.f 01/09/1993. Further, he worked as Casual Technician and not as Casual Labor and as such he not entitled at all for grant of Temporary Status.

9. It is a settled provision of law that the application to the Labor Court or Tribunal shall be made before the expiry of the period of three years from the date of discharge/, dismissal, retrenchment or termination of service otherwise howsoever.

10. That is the case of the workman is highly time bared by limitation. The workman wake up after a long period of 25 years and went to the Hon'ble Court for justice.

Accordingly, learned counsel of the respondent submits as the claim filed by the workman, is highly abated, so he is not entitled for any relief, and the same is liable to be dismissed on the ground of delay.

FINDINGS AND CONCLUSIONS

First point to be considered in the present case that the relief as claimed by the claimant as per the reference dated 27.08.2002, that he has not been given promotion w.e.f. year 1990(08.10.1990) for the same he is not entitled or not on the ground of unexplained delay (delay & laches).

In this regard Hon'ble Rajasthan High Court in the case of **M.D./Chief Manager, Jaipur Agar, Rajasthan State Road Transport Corp., Jaipur v. General Secretary, Rajasthan Transport Workers Organisation, Jaipur, 2024 (182) FLR 892**, in which it has been held as under:

"6. In the case at hand, the respondent-workman was appointed on the post of Driver vide order dated 17.12.1986. Accordingly, the benefit of first selection scale became due after nine years, sometime in 2004-2005. The same was not done and neither was the non-grant of the benefit at the time was challenged by the respondent-workman. The benefit of first selection scale was only granted vide order dated 06.04.2004. This deferment was also not challenged immediately and was only challenged for the first time in 2013. The first issue that is to be decided by this Court is what effect, if any, would this delay have on the merits of the case.

7. To decide the first issue, recourse may be taken to Hon'ble Supreme Court judgment of Mohan Lal

(supra), the relevant portion of which is reproduced as under:

"19. We are clearly of the view that though the Limitation Act, 1963 is not applicable to the reference made under the ID Act but delay in raising industrial dispute is definitely an important circumstance which the Labour Court must keep in view at the time of exercise of discretion irrespective of whether or not such objection has been raised by the other side. The legal position laid down by this Court in *Gitam Singh [Asstt. Eng., Rajasthan Development Corpn v. Gitam Singh]*, that before exercising its judicial discretion, the Labour Court has to keep in view all relevant factors including the mode and manner of appointment, nature of employment, length of service, of service, the ground on which termination has been set aside and the delay in raising industrial dispute before grant of relief in an industrial dispute, must be invariably followed.

20. Now, if the facts of the present case are seen, the position that emerges is this: the workman worked as a work-charged employee for a period from 1.11.1984 to 17.2.1986 (in all he worked for 286 days during his employment). The services of the workman were terminated with effect from 18.2.1986. The workman raised the industrial dispute in 1992 i.e. after 6 years of termination. The Labour Court did not keep in view admitted delay of 6 years in raising the industrial dispute by the workman. The judicial discretion exercised by the Labour Court is, thus, flawed and unsustainable. The Division Bench of the High Court was clearly in error in restoring the award of the Labour Court whereby reinstatement was granted to the workman. Though, the compensation awarded by the Single Judge was too low and needed to be enhanced by the Division Bench but surely reinstatement of the workman in the facts and circumstances is not the appropriate relief"

Further, the Hon'ble Supreme Court in *Sadhu Singh (supra)*, held as under:

11. For the above reasons, we are of the view that both on the question of limitation as well as on merits, the respondent was not entitled to the relief which was sought. The suit instituted by the respondent resp seven years after he had demitted office was barred by limitation. That apart, the respondent failed to meet the basic requirements for the selection grade. (Emphasis supplied)

Further, the Hon'ble Supreme Court, in *Bichitrananda Behera (supra)*, after considering the erstwhile judgments of *Union of India v Tarsem Singh*, *Union of India v. N. Murugesan*, and *Chairman, State Bank of India v. M.J. James*, concluded that delay and laches are vital in service matters, and can be seen as acquiescence."

Hon'ble Karnataka High Court in the case of **Chamundeshwari Sugars Ltd. V. H.T. Raju (Since Deceased) by L.Rs. & others 2025 (184) FLR 721** has held as under:

"7. The facts are sufficiently said and they do not require reiteration. The issue relates to the grant of permission to prosecute the petitioner. With this background, let me consider what facts I have here. In the present case, the proceedings began based on the complaint made by Late H.T. Raju Suffice it to note that HT. Raju made a complaint to the Labour Commissioner on 16.05.2017. The true copy of the complaint is furnished along with the Writ Petition and the same is marked as Annexure-M. It is dated 16.05.2017 and H.T Raju made allegations about non-payment of HRA, medical allowance and leave wages as per Settlement dated 21.08 1986. The Management filed its objections and brought to the notice of the Labor Commissioner that it had settled all the dues to HT. Raju.

It is not in dispute that the Management and the Union signed a Settlement dated 21.08.1986 and thereafter, several settlements were entered into between the Management and the respective Union from time to time. Moreover. H.T. Raju was allotted a quarter and therefore, he was not eligible for HRA. It is pivotal to note that H.T. Raju resigned and the same was accepted by the Management accordingly a service certificate was also issued back in the year 2006 ie, on 04.09.2006 and the gratuity amount and leave encashment were also paid.

If one visualizes the scenario of the facts, the settlement happened back in the year 1986 and the dues were settled in the year 2006. Strangely, H.T. Raju made an allegation and gave a complaint. There is an inordinate delay of almost thirty years from the date of settlement. Reckoning the date from the settlement of dues, there is an inordinate delay of almost eleven years. The impugned order is at Annexure-Q. A perusal of the same reflects that the Labor Commissioner has erroneously proceeded in the matter and has blindly granted permission to prosecute the petitioner Management."

Further the Hon'ble Himanchal Pradesh High Court in the case of **Slig Ram v. Executive Director (Personnel) & another 2025 (184) 1043** has held as under:

8 It is a matter of record that according to the reference, petitioner's services were terminated w.e.f. 23/26.03.1998. The questions to be answered by the learned Labour Court were (i) whether such termination, of petitioner's services who had raised industrial dispute after more than 16 years, without complying the provisions of the Act is legal & justified. (ii) If not, keeping in view the delay of more than

16 years in raising the industrial dispute, to what relief petitioner would be entitled to.

9. Industrial dispute was raised by the petitioner on 11.03.2014. Admittedly cause of action had accrued to the petitioner in the year 2007, when according to him persons disengaged along with him were re-instituted. From 26.03.1998 (date of termination of petitioner's services as mentioned in the reference), there was delay of 16 years in taking recourse to law.

Accordingly, it has been held that workman is not entitled for any relief.

In case of **The State of Himachal Pradesh and other vs. Smt. Tara Devi reported in 2025 LLR(740)** it has been held as under:-

16. The issue still remains that if the workman was really aggrieved by the grant of fictitious breaks to her or the factum of juniors allegedly being retained while she was disengaged, then, why she did not raise the issue in between the year 2004 to 2010 and why did she rake up the issue only thereafter when she served for 16 days in the year 2010. All these aspects of the matter have been ignored by the learned Labour Court.

17. Learned Court has not appreciated that the conduct of the workman also has to be taken into consideration and in this particular case the conduct of the workman did not entail the relief as was granted to her by the learned Labour Court.

And in case of **Saryu Ravidas @ Seryu Rabidas & Others vs. Central Coalfields Ltd. and Others, reported in 2025(186) FLR (154)** it has been held as under:-

15. In the case of *University of Delhi v. Union of India and others* [(2020)13 SCC 745], it has been held that condonation of long delay should not be automatic as the accrued right or the adverse consequence to the opposite party is also to be kept in perspective. While considering condonation of delay, the routine explanation would not be enough, rather it should be in the nature of indicating "sufficient cause" to justify the delay which will depend on the backdrop of each case and will have to be weighed carefully by the Courts based on the fact situation.

16. In the case of *Shankara Co-op. Housing Society Ltd. v. M. Prabhakar* [(2011)5 SCC 607], the Hon'ble Supreme Court has held that delay and laches is one of the factors that requires to be borne in mind by the High Courts when they exercise their discretionary power under Article 226 of the Constitution of India. In an appropriate case, the High Court may refuse to invoke its extra-ordinary powers, if there is such negligence or omission on the part of the applicant to assert his rights taken in conjunction with the lapse of time and other circumstances. Filing of representations would not be adequate explanation to justify the delay.

17. In the case of *State of M.P. and others v. Nandlal Jaiswal and others* [(1986)4 SCC 566], the Hon'ble Supreme Court has held that power of the High Court to issue an appropriate writ under Article 226 of the Constitution of India is discretionary and the High Court in exercise of its discretionary power, does not ordinarily assist the tardy and the indolent or the acquiescent and the lethargic. If there is inordinate delay on the part of the petitioner in filing a writ petition and such delay is not satisfactorily explained, the High Court may decline to intervene and grant relief in the exercise of its writ jurisdiction.

18. It is thus well settled that delay and laches is one of the factors to decline exercise of discretionary power under Article 226 of the Constitution of India, if there is negligence or omission on the part of the applicant to assert his rights.

19. Considering the facts and circumstances of the present case as well as the aforesaid judicial pronouncements, this Court is of the view that the present case has been preferred after an inordinate delay i.e. 15 years of passing the impugned order dated 03.05.2010 that too, without giving any cogent explanation for the same. As such there is no reason to exercise discretionary jurisdiction so as to grant any relief to the petitioners.

Reverting to the case of present case, the cause of action which arisen to the applicant was in the year 1990(08.10.1990) and in respect he approached the appropriate authority/tribunal in the year 2014, nearly after 24 years, thus, the same cannot be granted, on the ground of delay as per the prosecution of law as stated above, especially keeping into the fact if the same is given then seniority and other avenues given to the other co-workers will be affected which have already been given to them.

AWARD

For the foregoing reasons the workman is not entitled for any relief as per the Reference No.L-42012/100/2014 IR-(DU) Dated: 08.07.2014, and the same is answered accordingly.

Justice ANIL KUMAR, PRESIDING OFFICER

Lucknow.

04th August, 2025

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1720.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री लालता प्रसाद (ठेकेदार) सुगन्धा पौधा संस्थान (सीमैप), लखनऊ; निदेशक, सुगन्धा पौधा संस्थान (सीमैप), लखनऊ के प्रबंधन के संबद्ध नियोजकों और श्री कुसेन्द्र, लखनऊ, कामगार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या- 24 of 2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42025/07/2025/208-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1720.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24 of 2018) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Shri Lalta Prasad (Contractor) Sugandha Plant Institute (CIMAP), Lucknow; Director, Sugandha Plant Institute (CIMAP), Lucknow and Shri Kusendra, Lucknow, workman.**

[No. L-42025/07/2025/208-IR (DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 24 of 2018

BETWEEN

कुसेन्द्र पुत्र किशन द्वारा राकेश मणि

529क / 1033, पंत नगर खुर्रम नगर लखनऊ

AND

1. श्री लालता प्रसाद (ठेकेदार) सुगन्धा पौधा संस्थान (सीमैप) पिकनिक स्पाट रोड, लखनऊ

2. निदेशक, सुगन्धा पौधा संस्थान (सीमैप) पिकनिक स्पाट रोड, लखनऊ

AWARD

Claimant, Kusendra, S/o Sri Kishan filed present industrial dispute under 2A (2) of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government referred present industrial dispute, with following schedule:

Accordingly, an industrial dispute No. 08/2017 has been registered.

Facts stated in the claim petition are in brief that claimant was working as Helper Gardner with the respondent w.e.f. 03.02.2007 and his services were terminated w.e.f. 15.04.2011 without any notice or reason in violation of provisions of the Act.

On behalf of the respondent no. 2 statement of defense filed on 22.03.2019 in which preliminary objection also taken by the respondent.

Thereafter, workman filed rejoinder on 31.05.2019.

The workman did not file any evidence in support of his claim even in spite of several opportunities given to workman.

In view of the above said facts the claimant/workman has not field any rejoinder/evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the

Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

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

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

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

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

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

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

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

Award as above.

Justice ANIL KUMAR, Presiding Officer

Lucknow.

09th April, 2025

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1721.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रवर अधीक्षक डाकघर, जबलपुर क्षेत्र प्रबंधतंत्र के संबद्ध नियोजकों और श्री किशनलाल मेहरा, जबलपुर (मध्य प्रदेश) कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी /आर/151/2000), को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -40012/234/2000 -आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1721.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. ID.No. CGIT/LC/R/151/2000**), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial

dispute between the employers in relation to **The Senior Superintendent of Post Office, Jabalpur Region** and **Shri Kishanlal Mehra, Jabalpur (M.P.), Workman.**

[No. L-40012/234/2000-IR (DU)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR
NO. CGIT/LC/R/151/2000

Present: P.K.Srivastava

H.J.S.(Retd.)

**Shri Kishanlal Mehra,
C/o Deepchand Jharia,
Purana Dhobhighat,
Water works Road,
PO : Bhita Temer,
Jabalpur (M.P.)**

Workman

Vs

**The Senior Superintendent of Post Office,
Jabalpur Region,
Jabalpur (M.P.)**

Management

(JUDGMENT)

(Passed on this 22th day of August - 2025)

As per letter dated 29/08/2000 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-40012/234/2000-IR(DU)** dt. 29/08/2000. The dispute under reference relates to:

“Whether the action of the Management of Senior Suptd. Of Post Offices, Jabalpur Sambhag, Jabalpur in terminating the services of Sh. Kishanlal Mehra, Extra Departmental Delivery Agent w.e.f. 01/06/1998 is legal and justified? If not, to what relief the workman is entitled?”

After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respect statement of claim/defense.

The case of the workman as stated in his statement of claim is that he was employed by Management as Branch Dakpal and posted at Gangai Post Office we.f. 24-4-1992 till 2-6-1998 and had attained the status of permanent employee. He was issued a departmental charge sheet on the allegation of mis-appropriation of Rs. 18,100/- which he collected from depositors and was required to deposit in their respective accounts. According to the workman, the inquiry was not conducted as per law. He was not given opportunity to defend himself. Charges were not proved during the inquiry and punishment of dismissal was disproportionate to the charges. The workman sought the relief of his reinstatement with all back wages. The workman was dismissed by way of punishment by Disciplinary Authority acting on the basis of inquiry report dated 2-6-1998. The Departmental appeal against dismissal was also rejected by Appellate Authority vide order dated 22-8-1999. A mercy petition by the workman sent to the Post Master General was also rejected vide order dated 22-8-2000.

According to the Management, the workman raised the amount from the account holder and did not deposit the amount in their accounts. During the inquiry, he admitted his guilt and deposited the amount along with interest. According to the Management the charges regarding misconduct were serious, hence the punishment imposed is proportionate to the charge. The Management has thus requested that the reference be answered against the workman.

In this case, firstAward was passed by this Tribunal on 13.07.2022 holding the termination of the services of the Workman legal and justified. He was further entitled to no relief. This Award was challenged by the

Workman before Hon'ble High Court of MP at Jabalpur by way of filing a **MP No. 5234/2022**, which was decided by Hon'ble High Court vide order dated 04.07.2023. The matter was remanded to this Tribunal to decide afresh in the light of directions of Hon'ble High Court.

Thereafter, the second Award dated 11.12.2023 was passed after hearing by this Tribunal in the light of directions in the remand order. The termination of the workman was held against law and unjustified. He was held entitled to be reinstated with back wages and benefits and also held entitled to post retiral benefits, if any.

The Management again filed a **MP No. 3247/2024**, the matter was again remanded setting aside the Award to decide the matter afresh in the light of directions issued in the said order. The relevant portion of the Award is being reproduced as follows :

"13. As the respondent has fairly conceded the fact that the CGIT has not framed the issue with respect to the fact that whether the employee falls under the definition of workman and whether the dispute raised by him is maintainable or not, the judgment passed in the aforesaid case is fully applicable to the case in hand.

14. Under these circumstances, the impugned Award dated 11/12/2023 is hereby set aside.

15. The matter is remanded back to CGIT cum Labour Court Jabalpur to ascertain the status of employee being workman or not and whether the dispute raised by him is maintainable or not."

The matter is being decided afresh in the light of these directions. Learned Counsel for Management has referred to the judgment of **Sub Divisional Inspector of Post vaiko Vs. Theyyam Joseph (1996) 8 SCC 489** and has submitted that, though the judgment in this case holding the department of Post Office not an 'Industry' has been overruled in the later judgment of Hon'ble Supreme Court in the case of **General Manager Telecom V.s. A. Shrinivasa AIR1998 SC 656** by a bench of Three Judges and the department of Post Office has been held to be an 'Industry' but the observation of Hon'ble Supreme Court in Para 11 of its judgment in the case of Judgment of **Theyyam Joseph (supra)** has not been overruled. It was held in Para 11 of this Judgment that, the employees who are extra departmental agents are not workman as defined under the Act because their recruitment conditions of service, scale of pay, and conduct rules regulating service conditions are governed by statutory regulations hence these employees are Civil Servants. The Para 11 is being reproduced as follows for the sake of convenience.

This extract is taken from Sub-Divisional Inspector of Post, Vaikam v. Theyyam Joseph, (1996) 8 SCC 489 : 1996 SCC (L&S) 1012 at page 493

"11. It would thus be seen that the method of recruitment, the conditions of service, the scale of pay and the conduct rules regulating the service conditions of ED Agents are governed by the statutory regulation. It is now settled law of this Court that these employees are civil servants regulated by these conduct rules. Therefore, by necessary implication, they do not belong to the category of workmen attracting the provisions of the Act. The approach adopted by the Tribunal, therefore, is clearly illegal."

Learned Counsel for the Workman has submitted that, the judgment in the **Theyaam Case (Supra)** was overruled completely by Hon'ble Supreme Court in its three judge bench judgment in **Shrinivasa Case (supra)** and secondly, in the light of principles of law laid down by Hon'ble **High Court of MP in the Case of MP State Road Transport Corporation V.s. Hiralal Orchelal (1979) SCC Online MP 114**. It has been laid down in this case that, the Industrial Employment Standing Orders and statutory regulations both are applicable but when there is an inconsistency between them, the standing order shall prevail over the service regulations. Learned Counsel has referred to another judgment of Hon'ble High Court of M.P. in the case of **Union of India V.s. P.O. CGIT (1994) MPLJ 1970** in which it has been held that, the Central Ordnance Depot is severable from the defense department and is an 'industry' under the Act. The Learned Counsel further submits that, workman working in the aforesaid depot were also governed both by Central Services Temporary Service Rules as well as Industrial Disputes Act and in case of termination, both the rules are Act which required to be complied with. Further held, that the services rules as well the Act can co-exist without any conflict and normally because of workman is governed under Section 309 of Constitution, it does not exclude the applicability of the Act, hence, it is possible that the person holding a Civil Post may also be a Workman as defined under the Act.

The relevant portion of the said judgment, referred to, is being reproduced as follows: -

"7. The second ground urged that the rules framed under Article 309 of the Constitution for the Central Government employees exclude the application of the provisions of the Industrial Disputes Act has little merit, if the provisions of the rules and the Act are examined critically. The learned counsel for the workmen is right in submitting that the Full Bench decision of the **Kerala High Court (supra)**, which has applied the theory of implied exclusion of the Act by the rules, does now lay down the correct law and ignores the provisions of sections 9A and 25J of the Industrial Disputes Act which clearly indicate application of the provision of the Act to Central Government employees whose service conditions are also regulated by the rules framed under Article 309 of the Constitution. Before deciding the question raised of the applicability of the Industrial Disputes Act to the Central Government employees governed by the service rules framed under Article 309 of the Constitution, it would be

necessary to examine the relevant provisions of the Act and the Rules. Rule 5 framed under Article 309 of the Constitution of India, on which action of termination of service of the workmen was based, reads as under:—

“5.Termination of temporary service. — (1)(a) The Services of a temporary Government servant who is not in quasi-permanent service shall be liable to termination at any time by a notice in writing given either by the Government servant to the Appointing Authority or by the Appointing Authority to the Government servant:

(b) the period of such notice shall be one month:

Provided that the service of any such Government servant may be terminated forthwith and on such termination the Government servant shall be entitled to claim a sum equivalent to the amount of his pay plus allowances for the period of the notice at the same rates at which he was drawing them immediately before the termination of his services, or as the case may be, for the period by which such notice falls short of one month.

8. Section 9A of the Act requires that an employer of an industry who proposes to effect any change in the conditions of service applicable to the workmen in respect of any matter specified in the Fourth Schedule, shall effect such change only after giving a notice of such change to the workman. Proviso (b) to section 9A of the Act, however, exempts service of such notice on the workman, if his services are governed by the statutory rule or rules framed under Article 309 of the Constitution of India. Section 9A of the Act reads:—

“9A.Notice of change. — No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change.

(a) without giving to the workman likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected, or

(b) within twenty-one days of giving such notice;

Provided that no notice shall be required for effecting any such change—

(a) where the change is effected in pursuance of any settlement or award; or

(b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules, or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply”.

9. Section 25-J of the Act as contained in Chapter VA on the subject ‘Effect of laws inconsistent with this Chapter’ was inserted by the Amendment Act in the year 1963, with effect from 24-8-1963. Section 25F lays down a condition precedent to the retrenchment of workmen and requires service of minimum one month's notice containing reasons for retrenchment or payment of wages in lieu of the said notice. It also requires payment of retrenchment compensation at the rate prescribed and also the service of notice on the appropriate Government in the prescribed manner. Section 25F of the Act is also quoted hereunder:

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

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

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

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

The provisions of section 25J starts with non-obstante Clause and gives an over-riding effect to the provisions contained in Chapter VA of the Act, which includes section 25F, over all laws including the standing orders made under the Industrial Employment (Standing Orders) Act, 1946. Under the proviso to section 25J, provisions of any other Act or Rules, which provide for better benefit to the workman than those contained in Chapter VA of the Act, are saved. Section 25J is reproduced below for its proper understanding and interpretation:

“25J.Effect of laws inconsistent with this Chapter. —(1) The provisions of this Chapter shall have effect notwithstanding anything inconsistent therewith contained in any other law including standing orders made under the Industrial Employment (Standing Orders) Act, 1945 (20 of 1946):

Provided that where under the provisions of any other Act or rules, orders or notifications issued thereunder or under any standing orders, or under any award, contract of service or otherwise, a workman is entitled to benefits in respect of any matter which are more favourable to him than those to which he would be entitled under this Act, the workman shall continue to be entitled to the more favourable benefits in respect of that matter, notwithstanding that he receives benefits in respect of other matters under this Act.

(2) For the removal of doubts, it is hereby declared that nothing contained in this Chapter shall be deemed to affect the provisions of any other law for the time being in force in any State in so far as that law provides for the settlement of industrial disputes, but the rights and liabilities of employers any workman in so far as they relate to lay-off and retrenchment shall be determined in accordance with the provisions of this Chapter”.

Having thus examined the relevant provisions quoted above, contained in the rules framed under Article 309 of the Constitution and contained in the Act, it is not possible for this Court to accept the contention, advanced on behalf of the employer, that the rules framed under Article 309 of the Constitution exclude the application of the provisions of the Act. As has been seen above, the opening part of sub-section (1) of section 25J containing non-obstante clause uses the expression “notwithstanding anything inconsistent therewith contained in any other law”.

10. In the opinion of this Court, the above expression and, the use of the words ‘any other law’ would include the statutory rules framed under Article 309 of the Constitution of India to regulate the terms and conditions of the Government servants. The word ‘law’ has to be given general and wide meaning to include the rules framed under the constitutional provisions. The rules framed under Article 309 of the Constitution are legislative in character, and they are laws for all purposes. This Court also does not find any inconsistency in the provisions of rule 5 and the provisions contained in section 25F of the Act. Rule 5 requires service of notice or payment in lieu thereof for terminating the services of a temporary Government servant. Section 25F of the Act also provides for service of notice or payment in lieu thereof; but in addition, it also provides for payment of retrenchment compensation. The two provisions in the rules and the Act are not inconsistent; but both can be made applicable and are supplementary to each other. The theory of implied exclusion applied by the Full Bench of Kerala High Court cannot be accepted, in view of the express provisions of section 9A and section 25-J of the Industrial Disputes Act. The provisions contained in section 9A and particularly the proviso (b) thereunder show a clear legislative intent that a Government servant, if he falls within the definition of a ‘workman’, defined under the Act, would be governed both by the provisions of the rules framed under Article 309 of the Constitution of India or under any other enactment as also by the provisions of the Industrial Disputes Act. Dissenting from the view expressed by the Full Bench of Kerala High Court in the case of *Director of Postal Services* (supra). In the opinion of this Court, the service conditions of the workmen in this case are governed both by the rules framed under Article 309 of the Constitution and the provisions of section 25F of the Industrial Disputes Act.”

Since, the judgment in the Theyyam case (supra) is by Supreme Court and the *ratio decidendi and obiter dicta* both are binding on this Tribunal, this Judgment of Hon’ble High Court will not apply in this Case.

In the light of above discussion, the applicant is held not a ‘workman’ as defined under Section 2 (s) of the Act. Consequently, the present dispute is held not maintainable before this Tribunal.

The reference stands answered accordingly.

No order as to cost.

DATE:- 22/08/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1722.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहायक मंडल सिग्नल एवं दूरसंचार अभियंता (सीटीआर), वरिष्ठ मंडल सिग्नल एवं दूरसंचार अभियंता, रायपुर कार्यालय; वरिष्ठ मंडल सिग्नल एवं दूरसंचार अभियंता-सह-अपीलीय प्राधिकारी, रायपुर; अपर मंडल रेल प्रबंधक-सह-मंडलीय प्राधिकारी, मंडल अधिकारी, कार्मिक विभाग, रायपुर प्रबंधन के संबद्ध नियोजकों और श्री निरंजन सेठ, रायगढ़, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या आईडी नंबर सीजीआईटी/एलसी /आर/06/2021), को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42025/07/2025/210/आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1722.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. ID.No. CGIT/LC/R/06/2021**), of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Assistant Divisional Signal & Telecom Engineer (CTR) O/o Senior Divisional Signal & Telecom Engineer, Raipur; Senior Divisional Signal & Telecom Engineer-cum Appellate Authority, Raipur; Additional Divisional Rail Manager-cum Rvisional Authority, Divisional Officer, Personnel, Department, Raipur** and **Shri Niranjana Seth, Raigarh, Workman.**

[No. L-42025/07/2025/210-IR (DU)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/06/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

Niranjana Seth,

S/o Prabodh Chand Seth,

Helper-I, Bhilai Marshaling Yard,

R/o Qtr. No. 34/3, Railway Colony,

District Raigarh,

(CG) 496001

Petitioner/Workman

Versus

1. Assistant Divisional Signal & Telecom

Engineer (CTR) O/o Senior Divisional

Signal & Telecom Engineer,

Raipur 492008 (C.G.)

2. Senior Divisional Signal & Telecom

Engineer-cum Appellate Authority,

Raipur 492008 (C.G.)

3. Additional Divisional Rail

Manager-cum Rvisional Authority,

Divisional Officer, Personnel,

Department, Raipur 492008 (C.G.)

Respondents/Management

AWARD

(Passed on this 22th day of August-2025)

The workman/petitioner has filed this petition *u/s 2-A (2&3)* of the *Industrial Disputes Act, 1947* as amended by *Amendment Act of 2010* (in short '*The Act*') with a case that he was workman with the Assistant Divisional Signal & Telecom Engineer in the Railways and was awarded two punishments by the department on the basis of two departmental inquiry on different charges, first punishment order dated 03.08.2006 was of withholding one set of privilege pass for the year 2006 and the second punishment was vide order dated 08.12.2008 withholding three years annual increment with cumulative effect. He was awarded third punishment after three departmental inquiry with respect to the third charge by Management vide its order dated 19.01.2015.

It is the case of the petitioner that the said punishments and order of his removal of service as well the inquiries are illegal and are without any authority as they are in violation of **Rule 9 of The Railway Servants (Discipline And Appeal) Rules, 1968** (in short the *Rule*). The petitioner thus prayed for setting aside of these

punishments, he be reinstated with back-wages and benefits.

The Case of the Department is mainly that these punishments were awarded to the petitioner after different inquiries with respect to different charges and has been passed legally, they warrant no interference. It is also their case that this petition is not maintainable before this Tribunal and is cognizable by the Central Administrative Tribunal (CAT).

Both the parties have filed their affidavits and relevant documents to be referred to as and when required.

None of the parties appeared at the time of argument, no written submissions were filed. I have gone through the records as well.

On perusal of record, following issues arise for determination:-

1. Whether, the charges, the departmental inquiry, inquiry reports and punishment orders are bad in law being in violation of Rule 9 of The Railway Servants (Discipline & Appeal) Rules, 1968?

For the sake of convenience, Rule 9 is being reproduced as follows:-

“9. Procedure for Imposing Major Penalties.—

(1) No order imposing any of the penalties specified in Clauses (v) to (ix) of Rule 6 shall be made except after an inquiry held, as far as may be, in the manner provided in this rule and Rule 10, or in the manner provided by the Public Servants (Inquiries) Act, 1850 (37 of 1850) where such inquiry is held under that Act.

(2) Whenever the disciplinary authority is of the opinion that there are grounds for inquiring into the truth of any imputation of misconduct or misbehaviour against a Railway servant, it may itself inquire into, or appoint under this rule or under the provisions of the Public Servants (Inquiries) Act, 1850 as the case may be, a Board of Inquiry or other authority to inquire into the truth thereof.

(3) Where a Board of Inquiry is appointed under sub-rule (2) it shall consist of not less than two members, each of whom shall be higher in rank than whom the Railway servant against whom the inquiry is being held and none of shall be subordinate to the other member or members as the case may be of such Board.

(4) Where the Board of Inquiry consists of two or more than two members, the senior member shall be the Presiding Officer.

(5) Every decision of the Board of Inquiry shall be passed by majority of votes, and where there is an equality of votes on the findings, the finding of each member shall be incorporated in the report prepared under clause (i) of sub-rule (25).

Explanation.—

Where the disciplinary authority itself holds the inquiry, any reference in sub-rule (12) and in sub-rule (14) to sub-rule (25), to the inquiring authority shall be construed as a reference to the disciplinary authority.”

A perusal of Rule 9 itself discloses that the inquiry may be conducted by way of Board of Inquiry or by other Authority to inquire the truth thereof. It is further provided that when an inquiry is conducted by a Board of Inquiry, the board must contain atleast two members.

It goes to show that, there are two channels of conducting the inquiry, one by a Board and other by an Authority. In the case in hand, the Department has decided to get the inquiry conducted by an Authority and not by a Board of Inquiry. Since the inquiry had not been conducted by Board of Inquiry, presence of more than one member was not required as an Inquiry Officer.

In light of above discussion the punishment orders are held not in violation of **Rule 9 of The Railway Servants (Discipline & Appeal) Rules, 1968.**

Petition is sans merit.

ORDER

Petition dismissed.

No order as to cost.

DATE: 22/08/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1723.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पुलिस महानिरीक्षक, ग्रुप केंद्र, केन्द्रीय रिजर्व पुलिस बल, रामपुर के प्रबंधन के संबद्ध नियोजकों और श्री सोमपाल, लखनऊ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, लखनऊ

पंचाट (संदर्भ संख्या- 08/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/209-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1723.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/2019) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Police Mahanirikchak, Group Kendra, Kendriya Reserve Police Bal, Rampur** and **Shri Sompal Lucknow**, workman.

[No. L-42025/07/2025/209-IR (DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No.08 of 2019

Sompal S/o Radhey Lal, Through Sri Parvez Alam,

283/63 kha, Garhi Kanura, (Premwati Nagar), Post Manak Nagar, Lucknow-226001

-----Applicant/ Workman

Versus

Police Mahanirikchak, Group Kendra, Kendriya Reserve Police Bal,

Rampur

----Respondent/Employer

Judgment

The workman/applicant Sri Sompal, S/o Sri Radhey Lal filed a case under Section 2-A of Industrial Disputes Act 1947 stating that he was appointed as Generator Operator on 21.4.2014 in the office of respondent where the applicant worked till 14.5.2018 with due diligence and an experience certificate was also issued to him. Thereafter the applicant had been retrenched from services illegally without giving him any notice which is contravening to the provisions as contained in Section 25-F of the Act 1947.

It has further been stated in the claim statement by the applicant that he had worked 240 days in each calendar during the period 21.4.2014 to 14.5.2018; However, retrenchment of the applicant was done only to replace him by another workman which contravenes the provisions of Section 25(G) & (H) of the Act.

After his retrenchment the applicant could not get employment in spite of his best efforts and he is still unemployed.

It is also averred in the statement of claim that the applicant had submitted his grievance before the Assistant Labour Commissioner(Central), Bareilly which was numbered as Case No.BE-95(Legal)/2018 but to failure of conciliation the present I.D. case has been filed. The applicant also annexed a letter dated 21.12.2018 written by Assistant Labour Commissioner (Central), Bareilly.

The applicant on the above said basis has prayed that action of respondent thereby retrenching the services of applicant w.e.f. 15.5.2018 be abolished and he may be reinstated in service and also to provide the salary and other service benefits.

Thereafter the written statement on behalf of respondent was filed stating that applicant was appointed on temporary basis for the period of 89 days starting from 15.2.2018 till 14.5.2018 vide letter dated 15.2.2018 to operate generator at CRPF Campus, Rampur. The appointment was purely daily wage and came to end on 14.5.2018.

A selection committee for temporary recruitment of 04 generator operator and 01 plumber had been constituted vide order dated 14.5.2018 passed by DIG, CRPF, Group Centre, Rampur and in pursuance to which the selection committee proceeded by affixing notice & called candidate.

On 15.5.2018, 06 candidates including applicant appeared before the Board on 15.5.2018 and after scrutinizing their documents and examining the candidate, 05 candidates were found fit excluding the applicant because the applicant failed to furnish any document in respect of his qualification & experience before the selection board. The names of 05 candidates were recommended for temporary appointment for the period 89 days. Thus the services of the applicant came to an end on account of completion of his tenure on 24.5.2018.

On the basis of above said averments as averred in the written statement the respondent submits that the case of applicant is not covered under the provisions of Section 2(A) of the Act 1947 and thus the claim filed by the applicant is not maintainable and is liable to be dismissed.

Thereafter the documents were exchanged between the parties.

Finding & Conclusion:

I have heard Sri Parvej Alam-Legal Representative of the workman/applicant and Sri Kaushik Chatterjee learned counsel for the respondent. On the basis of material record and evidence led by the parties, the position which emerges out that the workman Sri Sompal was initially engaged by the respondent and thereafter due to existence of work the workman had worked in the CRPF Group, Rampur by means of order dated 15.2.2018, the relevant portion of which is quoted below:-

कार्यालय पुलिस उप महानिरीक्षक, ग्रुप केन्द्र, केन्द्रीय रिजर्व पुलिस बल, रामपुर (उत्तर प्रदेश)

पत्रा० बी०पॉच-1/2017-18-भवन (एआरएमओ)

दिनांक 15 फरवरी, 2018

कार्यालय आदेश

पु०उ०म०नि०(निर्माण) महानिदेशालय, केरिपुबल नई दिल्ली के बेतार संख्या सी-चार-15/12-13 वर्क्स-बजट दिनांक 4.4.12 के अनुसरण में कैम्पस स्थापित जनरेटरों एवं इलेक्ट्रिक सब-स्टेशन 01 व 02 को सुचारु रूप से चालू रखने के लिए निम्नलिखित व्यक्तियों को अस्थायी कर्मचारियों के रूप में दिनांक 15.2.2018 से 14.5.2018 तक 89 दिनों हेतु अस्थाई तौर पर जनरेटर आपरेटर के तौर पर नियुक्त किया जाता है जिनका विवरण निम्नानुसार है:-

क्र० सं०	नाम	पद / श्रेणी	योग्यता / दस्तावेज	पता
01	सोमपाल सिंह	जेनरेटर ऑपरेटर (अकुशल)	हाईस्कूल, आई०टी०आई (फिटर) अनुभव प्रमाण पत्र, आधार कार्ड	सुपुत्र श्री राधेलाल ग्राम/पो० कोयली, सदर, रामपुर
02	विजय पाल सिंह	जेनरेटर ऑपरेटर (कुशल)	हाईस्कूल, इण्टरमीडिएट, आई०टी०आई (इलेक्ट्रिशियन) अनुभव प्रमाण पत्र, आधार कार्ड	सुपुत्र राम किशोर सिंह, ग्र० सरकाडी, पो० सैदनगर, तह व थाना टाण्डा, जिला रामपुर, उ० प्र०
03	देवी दत्त जोशी	जेनरेटर ऑपरेटर (कुशल)	हाईस्कूल, अनुभव प्रमाण पत्र (आपरेटर), आधार कार्ड	पुत्र स्व० श्री नारायण दत्त जोशी, श्याम कालोनी ज्वालानगर, रामपुर
04	विमल सिंह	जेनरेटर ऑपरेटर (अकुशल)	हाईस्कूल, अनुभव प्रमाण पत्र मतदाता पहचान पत्र	पुत्र श्री ख्याली राम, म०न० 29, आगापुर रामपुर

The tenure came to an end on 14.5.2018. Thereafter a selection committee was constituted by the DIG of CRPF Group Centre, Rampur on 14.5.2018 for temporary recruitment of 04 generator operators. In pursuance to the said facts the selection committee was constituted and before the said committee the candidates were appeared and produced their documents. The selection committee did not select the applicant/workman. The board proceeding is quoted as under:-

बोर्ड प्रोसिडिंग

समिति	:	अधिकारियों की समिति
स्थान	:	ग्रु०के० के०रि०पु०बल रामपुर
दिनांक	:	15.5.2018
उद्देश्य	:	कैम्पस की सिविल/विद्युत व्यवस्था हेतु अस्थाई कर्मचारियों की नियुक्ति हेतु

आदेशानुसार : पुठमनि गु0के0 के0रि0प0बल, रामपुर के कार्यालय आदेश सं0
बी0पॉच-01 / 17-18 गु0के0भवन दिनांक 14.5.2018

बोर्ड का गठन

पीठासीन अधिकारी : श्री कमल किशोर उप0कमा0
सदस्य एक : निरी/जीडी अख्तरुद्दीन
सदस्य दो : उपनि/जीडी ओमप्रकाश भट्ट
को-आप्टेड : सउनि/मंत्रा अखिलेश

गुप केन्द्र, केरिपुबल, रामपुर द्वारा किये गये प्रचार/प्रसार के मददेनजर कैम्पस की सिविल एवं विधुत व्यवस्था हेतु अस्थाई कर्मचारियों की नियुक्ति हेतु कैम्पस में स्थापित सब-स्टेशनों में स्थापित जनरेटर एवं जनरेटरों एवं इलेक्ट्रिक सब-स्टेशन 01 एवं 02 को सुचारु रूप से क्रियान्वित करने हेतु 04 जनरेटर आपरेटरों एवं प्लम्बिंग कार्यो हेतु 01 प्लम्बर को अस्थायी तौर पर नियुक्ति हेतु उनको पीठासीन अधिकारी नियुक्त किया गया था। तदानुसार बोर्ड प्रोसिडिंग प्रस्तुत की है। प्रोसिडिंग के अनुसार दिनांक 15.5.18 को इस कार्यालय द्वारा विभिन्न स्थानों पर लगाई गई विज्ञप्ति को देखकर कैम्पस में अस्थाई कर्मचारियों की नियुक्ति हेतु 06 उम्मीदवार उपस्थित हुये है जिसका विवरण निम्नलिखित है:-

क्र0सं0	नाम	योग्यता/दस्तावेज	पता
1.	सोमपाल सिंह	कोई दस्तावेज प्रस्तुत नहीं किये गये	सुपुत्र श्री राधेलाल, ग्राम मो0 कोयली, सदर, रामपुर
2.	देवी दत्त जोशी	हाईस्कूल, अनुभव प्रमाण पत्र (आपरेटर) आधार कार्ड	पुत्र स्व0 श्री नारायण दत्त जोशी, श्याम कालोनी, ज्वालानगर, रामपुर
2.	विमल पाल	हाईस्कूल, अनुभव प्रमाण पत्र, आधार कार्ड	पुत्र श्री खयाली राम, म0न0 29, आगापुर, रामपुर
3.	तहजीब	8वीं, अनुभव प्रमाण पत्र (इलेक्ट्रिक) आधार कार्ड	सुपुत्र अमीर अहमद, ग्रा0 शेखपुर, तह/जिला बदायु, उ0प्र0
4.	रवि शर्मा	8वीं पास, अनुभव प्रमाण पत्र (इलेक्ट्रिशियन) आधार कार्ड	सुपुत्र श्री कमलेश चन्द्र शर्मा, सिविल लाइन्स, रामपुर
5.	विनोद कुमार	अनुभव प्रमाण पत्र (प्लम्बर), आधार कार्ड	पुत्र करन सिंह, ग्राम फैजनगर थाना सिविल लाइन्स रामपुर

उक्त कार्यालय आदेश के अनुसार दिनांक 15.5.18 को 11:00 बजे बोर्ड के सदस्यों द्वारा उपस्थित हुए उम्मीदवारों का कार्य कौशल का परीक्षण लिया गया तथा परीक्षण के उपरान्त बोर्ड द्वारा कैम्पस की विधुत एवं सिविल व्यवस्था बरकरार रखने के लिए 89 दिनों के लिए नियुक्ति की सिफारिश की जाती है जिनका विवरण निम्नवत् है:-

क्र0सं0	नाम	योग्यता/दस्तावेज	पता
1.	देवी दत्त जोशी	हाईस्कूल, अनुभव प्रमाण पत्र (आपरेटर) आधार कार्ड	पुत्र स्व0 श्री नारायण दत्त जोशी, श्याम कालोनी, ज्वालानगर, रामपुर
2.	विमल पाल	हाईस्कूल, अनुभव प्रमाण पत्र, आधार कार्ड	पुत्र श्री खयाली राम, म0न0 29, आगापुर, रामपुर
3.	तहजीब	8वीं, अनुभव प्रमाण पत्र (इलेक्ट्रिक) आधार कार्ड	सुपुत्र अमीर अहमद, ग्रा0 शेखपुर, तह/जिला बदायु, उ0प्र0
4.	रवि शर्मा	8वीं पास, अनुभव प्रमाण पत्र (इलेक्ट्रिशियन) आधार कार्ड	सुपुत्र श्री कमलेश चन्द्र शर्मा, सिविल लाइन्स, रामपुर
5.	विनोद कुमार	अनुभव प्रमाण पत्र (प्लम्बर), आधार कार्ड	पुत्र करन सिंह, ग्राम फैजनगर थाना सिविल लाइन्स रामपुर

03 अतः बोर्ड प्रोसिडिंग महोदय के अवलोकनार्थ एवं अग्रिम कार्यवाही हेतु प्रस्तुत है ।

The above said facts also collaborates rather proves on the basis of document and evidence filed on behalf of respondent.

Thus taking into consideration the said facts that last engagement of workman with the respondent for the period 18.2.2018 to 14.5.2018 had expired and thereafter he appeared before the selection committee and was not selected.

So keeping in view the said facts, the law as laid down by Hon'ble Apex Court in the case of **Director Institute of Management Development U.P. Versus Smt. Pusha Srivastava, J.T. 1992(4) SC 489** reads as under:-

“23. In the instant case, there is no such rule. The appointment was purely ad hoc and on a contractual basis for a limited period. Therefore, by expiry of the period of six months, the right to remain in the post comes to an end.

The Division Bench of Hon'ble Supreme Court in the case of **Life Insurance Corporation and another Versus Sri Rajeev Kumar Srivastava 1994(12) LCD** held as under:-

“17. The next submission of the learned counsel of the appellants is that the judgment of Hon'ble Supreme Court in the case of **Director, Institute of Management Development U.P. (supra)** determines the case of the parties may be seen. In this case Hon'ble Supreme Court has held that where the appointment is purely on ad hoc basis and is contractual and by efflux of time the appointment comes to an end, the person holding such post can have no right to continue on the said post. We have considered the submissions. The ratio of the judgment of Hon'ble the Supreme Court leaves no room for doubt that the petitioner's contractual employment on daily payment basis having come to end by efflux of time, does not amount to retrenchment. Thus the provision of Section 25(F) of Industrial Disputes Act is also not attracted.”

Further Hon'ble Apex Court in the case of **State of Orissa Versus Chandra Shekhar Mishra 2002(1) SCC 583** has held as under:-

“Secondly, the respondent was appointed on 1.2.1972 on contract basis for a period of three years. This period of contract was extended upto 31.1.1978, when the respondent was only a contractual employee, there could be no question of his being granted the relief of being directed to be appointed as a regular employee.”

The same view again reiterated by the Hon'ble Apex Court in the case of **Account Officer (A&I) A.P.S.R.T.C. & another Versus P.Chandra Sekhara Eao & others 2006(7) SCC 488**. Constitution Bench of Apex Court in the case of Secretary, **State of Karnataka & others Versus Uma Devi & others IT 2006(4) SC 420** in Para-34 of the judgment has observed as under:-

“If it is contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.”

In the case of **Uma Devi (Supra)** the Hon'ble Apex Court in Para-36 of the judgment has observed as under:-

“It is not as if the person who accepts an engagement either temporary or casual in nature, is not aware of the nature of his employment. He accepts the employment with eyes open. It may be true that he is not in a position to bargain -- not at arms length -- since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment and to take the view that a person who has temporarily or casually got employed should be directed to be continued permanently. By doing so, it will be creating another mode of public appointment which is not permissible. If the court were to void a contractual employment of this nature on the ground that the parties were not having equal bargaining power, that too would not enable the court to grant any relief to that employee. A total embargo on such casual or temporary employment is not possible, given the exigencies of administration and if imposed, would only mean that some people who at least get employment temporarily, contractually or casually, would not be getting even that employment when securing of such employment brings at least some succour to them. After all, innumerable citizens of our vast country are in search of employment and one is not compelled to accept a casual or temporary employment if one is not inclined to go in for such an employment. It is in that context that one has to proceed on the basis that the employment was accepted fully knowing the nature of it and the consequences flowing from it. In other words, even while accepting the employment, the person concerned knows the nature of his employment. It is not an appointment to a post in the real sense of the term.”

Thus as per admitted facts of the case the workman's tenure came to an end on 14.5.2018, so keeping in view the law referred above, the workman cannot claim as a matter of right to get appointment renewed as prayed by him by way of filing the present statement of claim.

In addition to the above said facts, unsuccessful candidates; i.e. to say that workman appeared into the selection test for appointment on the post in question and he was not successful.

Accordingly, in view of the said facts, as unsuccessful candidates cannot challenge a selection Once a candidate has participated in a selection process without reserve, he forfeits his right to challenge the ultimate selection. This is so because a candidate cannot be allowed to approbate and reprobate at the same time. Once he takes the advantage of

appearing in the selection test he is supposed to have waived any procedural irregularity in such selection and thereby forfeits his right to challenge the legality of holding it. He can, however, challenge the selection process on grounds of mala fide and other patent irregularities committed in the selection process.

The Hon'ble Apex Court in the case of **Om Prakash Sukla v Akhilesh Kumar Sukla AIR 1986 SC 1043; 1986 SCC (L&S) 644** held that respondent did not succeed in the competitive examination, held in 1981. He filed a writ petition on certain pleas that the examination was not conducted in terms of extant rules. The High Court allowed the writ petition of the respondent and quashed the result of selection in respect of the District of Kanpur and because of that the appellant lost his appointment.

The Hon'ble Supreme Court on merits struck down the order of the High Court but also observed that the unsuccessful respondent had no locus standi to challenge the selection:

"Moreover, this is a case where the petitioner in the writ petition should not have been granted any relief. He had appeared at the examination without protest. He filed the petition only after he had perhaps realized that he would not succeed in the examination. The High Court itself has observed that the setting aside of the results of examination held in other districts would cause hardship to the candidates who had appeared there. The same yardstick should have been applied to the candidates in the district of Kanpur also. They were not responsible for the conduct of the examination."

The said position of law has been time and again reiterated by the Hon'ble Supreme Court, the participation in selection process acts as a bar of estoppel to any subsequent challenge to the resultant selection. (see *M. Thaha v National Institute of Rural Development 1992(4) SLR 65; Madanlal v State of J&K (1995)3 SCC 486; 1995 SCC (L&S) 712; State of West Bengal v Bandan Bain (1996)1 SCC 627; 1996 SCC (L&S) 349 and University of Cochin v N.S. Kanjoonjamma (1997)4 SCC 426; Dhananjay Malik v State of Uttaranchal (2008)1 SCC (L&S) 1005; Union of India v S. Vinode Kumar (2007)8 SCC 100; (2007)2 SCC (L&S) 792; Vijendra Kumar Verma v Public Service Commission (2011)1 SCC 150; (2011)1 SCC (L&S) 21, Manish Kumar Shahi v State of Bihar (2010)12 SCC 576; (2011)1 SCC (L&S) 2561*)

The Hon'ble Supreme Court in the case of **Suneeta Agarwal v State of Haryana (2000)3 SLJ 30; 2000 SCC (L&S) 313** held that the Selection Committee interviewed the candidates and recommended the name of the petitioner though she was placed at Serial No. 2. Vice-chancellor, however, did not approve of the recommendation and directed for fresh advertisement. Following the fresh advertisement the appellant appeared without protest before the Selection Committee and simultaneously filed a writ petition against earlier deprival. By an interim order, the selection was allowed to continue but the result was withheld. However, the interim order was not brought to the notice of the Vice-Chancellor who in ignorance of the said interim order approved the recommendation in favour of one Kamlesh Kumari Bhatia and consequently the selected candidate joined the post. However, on getting the notice of the interim order, the Vice-Chancellor withdrew the appointment of Kamlesh Kumari Bhatia, when she also filed a writ petition. Both these writ petitions were heard together by the High Court and Suneeta Agarwal's petition was dismissed but the petition of Kamlesh Kumari was allowed. Suneeta Agarwal challenged the High Court decision.

On these facts the Supreme Court held as under relevant portion quoted as under:

"The appellant having appeared before the Selection Committee without any protest and having taken a chance, we are of the view that the appellant is estopped by her conduct from challenging the earlier order of the Vice-Chancellor. The High Court was justified in refusing to accord any discretionary relief in favour of the appellant. The writ petition was rightly dismissed."

Further, the Hon'ble Supreme Court in *State of West Bengal v. Bandan Baem (1996) 1 SCC 627* held that "there are other substantive reasons why an unsuccessful candidate shall not be allowed to agitate the selection". The unsuccessful candidate has no stakes to lose. However, any adverse decision about the select panel will jeopardize or delay the enjoyment of rights of successful candidates. It is, therefore, necessary that the interest of the successful candidates shall be protected.

Thus, on the point in question, in brief, the law is that "the principle of law equally applies to a candidate who did not appear at interview (or did not apply), as he would have no occasion to contest the result of the interview (or selection) proceedings". (see *Srikant Prasad Srivastava v. Abdus Samad 1999 SCC (L&S) 1072*)

Thus the workman Sri Sompal is not entitled for any relief in the light of established principles of law referred hereinabove.

Further on behalf of workman, the following judgments have been relied in support of his case:-

- i) M/s. Tannery & Footwear Corporation of India Versus Raj Kumar & another 2001(90) FLR 708 (Supreme Court)
- ii) Bank of Baroda Versus Ghemarbhair Harjibhai Rabari 2005(105)FLR 383 (Supreme Court)
- iii) Moti Lal Nehru Farmers Training Insitute Versus Presiding Officer, Labour Court, Allahabad 2005(105)

- FLR 386 (Allahabad High Court)
- iv) R.S. Nagar Versus Central Electronics Ltd. & another 2003 SCC (L&S) 1171
 - v) Salim Ali Centre for Ornithology & Natural History Versus Dr. Mathew K. Sebastian 2022 Live Law (SC) 377
 - vi) R.M. Yellatti Versus Assistant Executive Engineer (2006) 1 SCC 106
 - vii) Gammon India Limited Versus Niranjana Dass (Civil Appeal No.1741 of 1980) dated 5.12.1983 (Supreme Court)
 - viii) Samistha Dube Versus City Board Etawah 1999(81) FLR 746 (Supreme Court)
 - ix) Chairman, Institution of Engineers, Jabalpur Versus Kailash Sen 2024 (181) FLR 300 (Madhya Pradesh High Court)
 - x) Director Rural Development Kashmir, Srinagar Versus Abdul Qayoom Dar & another 2024(182) FLR 92
 - xi) Garhwal Mandal Vikas Nigam Limited Versus Presiding Officer, Labour Court & another 2024(182) FLR 903 (Uttarakhand High Court)
 - xii) Pradeep & another Versus Assistant Commissioner Tribal Development Khargone Madhya Pradesh (Misc. Petition No.969 of 2021) Order dated 20.2.2024 (High Court of Madhya Pradesh at Indore)
 - xiii) Gauri Shanker Versus State of Rajasthan (Civil Appeal No.3701 of 2015 Order dated 16.4.2015 (Supreme Court)

I have carefully gone through the judgments cited on behalf of workman/applicant they are not applicable upon the facts and circumstances of the present case as in the present case the last engagement of workman with the respondent was for the fixed period as stated hereinabove and after expiry of period he was not found fit by the selection committee for giving him temporary appointment on the post in question, hence, the applicant is not entitled for the reliefs as claimed by him.

Order

For the foregoing reasons the present I.D. Case filed by the workman Sri Sompal is hereby dismissed.

Justice ANIL KUMAR, Presiding Officer

Lucknow.

18th July, 2025

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1724.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन टेलीफोन इंडस्ट्रीज लिमिटेड, रायबरेली के प्रबंधन के संबद्ध नियोजकों और श्री लक्ष्मी प्रसाद त्रिवेदी, रायबरेली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या- 18/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-40012/3/2020-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1724.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2021) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s.Indian Telephone Industries Ltd., Rae-bareilly and Lakshmi Prasad Trivedi, Rae-bareilly**, workman.

[No. L-40012/3/2020-IR (DU)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, LUCKNOW

I.D. No.18 of 2021

Reference No.L-40012/3/2020-IR(DU) dated 18.1.2021

Lakshmi Prasad Trivedi, aged about 65 years,
S/o Sri Vir Bhadra Prasad Trivedi,
R/o Town & Post Lalganj (near Alok Vidyalaya)
District Rae-bareli

-----Applicant/Workman

Versus

M/s.Indian Telephone Industries Ltd.
Doorbhash Nagar, Rae-bareli-229010
Through General Manager, I.T.I. Ltd.
Rae-bareli

----Respondent

Judgment

By order No. L-40012/3/2020-IR(DU) dated 18.1.2021, the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 and Section 36A of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter referred to as the Act) referred this industrial dispute for adjudication with following schedule:

“Whether the claim of Sh.Laxmi Prasad Trivedi vide letter dated 13.12.2019 to the management of Indian Telephone Industries Ltd., Rae-bareli regarding consequential benefits (i.e. promotion, seniority alongwith co-related financial benefits) as per the Award dated 29.5.2009 of CGIT cum Labour Court, Lucknow in I.D. No.100/2002 is proper, legal and justified? If yes, to what relief Sh.Laxmi Prasad Trivedi is entitled to? What directions, if any, are necessary in the matter?”

In response to the said reference the present industrial dispute had been registered before this Tribunal.

From the material on record it transpires that the Central Government, Ministry of Labour, earlier vide its notification no.L-42012/136/2001-IR(CM-II) dated 28.5.2002, referred the following dispute for adjudication to the Tribunal:-

“Whether the action of the Management of Indian Telephone Industries Ltd. Rae-bareli in removing Sh.Laxmi Prasad Trivedi from services w.e.f. 23.4.1982 is legal and justified? If not, to what relief the workman is entitled to?”

Accordingly an I.D. Case No.100 of 2002 had been registered before this Tribunal in which an award passed on 29.5.2009. The relevant portion of the award is quoted below:-

“51. In instant case undisputedly the workman's services were terminated w.e.f. 23.4.82 and he enrolled himself on 11.6.1982. The workman has filed his statement of claim in this Tribunal after 18 years from the date of his enrolment as an Advocate but he has not raised any plea that he was not gainfully employed. Earlier the burden to prove that workman was in gainful employment was on the employer but as stated earlier in view of the principle laid down by the Hon'ble Supreme Court initial burden was on the workman to prove that he was not gainfully employed during the period he remained out of job. Even in his affidavit filed in the rebuttal of the management evidence under section 11-A of the I.D. Act, he has not categorically mentioned his income as an Advocate. He has simply stated that in his earlier application he has mentioned particulars about his salary which he is getting as Assistant or as a Munshi of other Advocates. In cross examination he has stated that as a Assistant of Sri R.S.Trivedi he is getting Rs.550/- per month only. The management has not adduced any evidence regarding his income nor it was possible for the management to reveal his actual income which the workman would have derived as a practicing Advocate. The statement of the workman in his own favour without corroboration from other documentary or oral evidence cannot be regarded as sufficient evidence to come to this conclusion that after 25 years of his enrolment as an Advocate he is earning the said eager amount only, particularly in view of this fact that

during his cross-examination he has not shown his inclination to join the service without getting complete relief claimed by him. But in absence of any evidence of the management in rebuttal regarding income of the workman as an Advocate, it is not possible for the Tribunal to unearth the income of the workman as an Advocate during the period of litigation. In such circumstances whatever he has disclosed may be considered as income by gainful employment during the said period. In his affidavit he has stated that presently he is earning Rs.550/- per month only and details of earlier income have been mentioned in his application submitted in the Tribunal. In application A1-26 dt. 1.4.2004 he has disclosed his income as under:-

1. July 1982 to March 1990 Rs.250/-p.m. x 12 (corrected as 93)= Rs.3000/- (corrected as 23250)
2. April 1990 to June 1994 Rs.300/- p.m. x12(corrected as 51)= Rs 3600/-(corrected as 15300)
3. July 1994 to March 2002 Rs.400/-p.m. x 12(corrected as 93) =Rs.4800/-(corrected as 37200)
4. April 2002 to Feb 2003 Rs.550/- p.m. x 12 (corrected as 11)= Rs.6600/-(corrected as 6050)

Total 18000/- (corrected as 81800)

Therefore, admittedly he has earned Rs 18000/- (corrected as 81809) during the period July 1982 to Feb.2003 and Rs.39600/- (corrected as 41250) from March 2003 to May 2009. Thus, admittedly his income as an Advocate during the said period is Rs.57600/- (corrected as 123050). In the light of the principle laid down in AIR 1991 SCC 1490 the said income is also to be considered while awarding back wages.

52. Having regard to the entire facts and circumstances of the case and keeping in view the aforementioned principle laid down by the Hon'ble Apex Court as regard to grant of back wages in case of reinstatement, the interest of justice would be sub served by reinstating the workman with continuity of service & by awarding full back wages from the date of his removal from service to date of his enrolment as an Advocate i.e. 11.6.82 and 50% back wages from the date of his enrolment upto the date of reinstatement.

53. Accordingly, the reference under adjudication is answered as under:

1. Since charges levelled against the workman stand not proved the impugned order dt.06.07.1981 (corrected as 23.4.1982) is not justified & the same is set aside and consequently, the workman shall be entitled for his reinstatement with continuity of his service from the date of his removal from the service by the said impugned order.
2. The workman shall be entitled for full back wages from the date of his removal to the date of his enrolment as an Advocate i.e. 11.6.82.
3. From the date of his enrolment upto the date of reinstatement, the workman shall be entitled 50% of the back wages.
4. Out of the amount which he will get as back wages the income of Rs.57600/- (corrected as 123050) admittedly, earned by the workman as an Advocate shall be deducted & balance amount shall be paid to the workman.

54. The management of the Indian Telephone Industries Ltd. Rae-bareilly is directed to comply the above order within 8 weeks from the date of publication of this award.

55. Award as above.”

Aggrieved by the award dated 29.5.2009, Indian Telephone Industries Ltd. filed a Writ Petition No.7223 (MS) of 2009 (I.T.I. Ltd. Rae-bareilly Versus Shri Lakshmi Prasad Trivedi & others) before the Hon'ble High Court, Lucknow Bench, Lucknow in which an interim order was passed on 23.12.2009, the operative portion of which is quoted below:-

“Till the next date of listing, the operation and implementation of the award dated 29.5.2009 published on 9.11.2009 shall remain stayed only to the extent it direct the amount towards the payment of back wage, subject to condition that the petitioner shall deposit 20% of the back wages as awarded by the tribunal before this Court within four weeks from today.

However, it is made clear that the reinstatement of the respondent no.1 in service in pursuance to the award passed by the tribunal, which is under challenge in this writ petition is not stayed.”

In pursuance to the said order the applicant was reinstated in service on the post on which he was retrenched/removed by an order dated 23.4.1982 in terms of directions given by this Tribunal vide award dated 29.5.2009; thereafter he retired on 31.7.2014 as Group-D employee from Indian Telephone Industries, Rae-bareilly and was given the post retiral benefits in the said capacity, received by him.

Further, the Writ Petition No.7223 (MS) of 2009 filed by I.T.I. Ltd. Rae-bareli came up for consideration before the Hon'ble High Court and vide judgment dated 24.7.2019 the Hon'ble High Court dismissed the same, the operative portion of which reads as under:-

“21. Before parting, I find that the order of removal by holding exparte enquiry was writ large and order of Tribunal is patently justified and correct still this writ petition has been forced upon workman by Employer by dragging the employee concerned in further litigation before this Court for the last 10 years and this shows that petitioner has harassed the workman to any extent whatsoever and, in my view, for this reason, respondent-workman is also entitled to cost which I quantify to Rs.25,000/-.

22. Writ Petition is dismissed with cost of Rs.25,000/-.”

In the above said factual background the present industrial dispute has been raised by the applicant before this Tribunal.

Sri Lakshmi Prasad Trivedi, applicant had filed his claim on 9.2.2021, in brief, it was pleaded as under:-

- Despite the lapse of about forty years the I.T.I. itself has not acted upon the order dated 14-03-1980 passed by its own General Manager Mr Girish Prasad Sangal who had promoted the applicant employee from Category D to E after completion of two-year service.
- The applicant employee was absolved of all charges against him and the Industrial Tribunal as well as the Hon'ble High Court had allowed "continuity in service" since the date of removal, the consequential benefits of the Seniority and Promotions has so far not been given by ITI despite their written assurances to consider the above benefits after the final disposal of Writ Petition No. 7223 (MS) of 2009 filed by the respondent.
- The applicant employee had done no wrong of any kind, he should not be discriminated against in the matters of Seniority and Promotions which were due to him and same were granted to his other erstwhile colleagues in category D, at appropriate times. Because the applicant employee feels that whatever relief and compensation the Tribunal and Hon'ble High Court has allowed to him falls too short of the irreparable loss caused to the petitioner by I.T.I. by arbitrarily and illegally removing him from service and delaying the course of justice for the last around four decades.
- ITI has unjustly ruined not only the most productive period of the employee's life but prospects of his children which has resulted in irreparable monetary loss, acute agony and loss of reputation to the petitioner and his family and still persisting in injustice to the applicant after his retirement in the year 2014.
- Even when the applicant employee joined service after reinstatement the employers in retaliation denied the benefits for which the applicant was entitled by virtue of the order of The Industrial Tribunal and subsequently dittoed by the Hon'ble High Court.
- I.T.I. Management has turned a deaf ear to all requests and representations of the petitioner, (addressed to GM - I.T.I. Rae-bareli and Corporate Office Bangalore) for early settlement of his claims regarding consequential benefits after reinstatement in service with continuity from the date of his removal in pursuance to the award dated 29-05-2009 passed by this Tribunal in I.D. No. 100 of 2002.

On the above said strength the applicant prayed the following relief's:-

- Issue an order or direction to the Management of I.T.I. Rae-bareli to grant all consequential benefits i.e. Promotion, Seniority etc. along with correlated financial benefits as per the award dated 29.05.2009 passed in I.D. No.100 of 2002 on 29.05.2009.
- To compute the amount of consequential benefits as mentioned in Annexure no 07, in view of the facts, reason and circumstances as mentioned herein above and further direct the employer to pay the same along with interest at the rate of 18% per annum with effect from the date same became due till actual date of payment in the interests of justice.
- The expenses incurred by the applicant employee in pursuance of the present case be awarded to him.

In support of his case on behalf of applicant/workman reliance had been placed on the following judgments:-

- i) Judgment dated 2.8.2022 passed by Hon'ble Supreme Court in Civil Appeal No.5036 of 2022 (Central Bank of India & others Versus Dragendra Singh Jadon);
- ii) AIR 2015 SC 2369 (K.S.Ravindran Versus Branch Manager, New India Assurance Company);
- iii) AIR 1981 SC 1253 (Mohan Lal Versus Management of M/s. Bharat Electronics Ltd.);
- iv) Judgment dated 25.9.2023 passed by High Court of Delhi at New Delhi in Writ Petition (C) No.1078 of 2018 (Vnod Kumar Versus G.N.C.T. of Delhi & others);

- v) Judgment dated 24.8.2021 passed by High Court of Judicature at Allahabad, Lucknow Bench, Lucknow in Writ Petition No.13222(SS) of 2018 (Kuldeep Kumar Tripath Versus State of U.P. & others);
- vi) Judgment dated 16.12.2019 passed by High Court Allahabad in Writ-A No.20430 of 2019 (Union of India & others Versus Central Administrative Tribunal & others)
- vii) Judgment and order dated 1.5.2019 passed by High Court of Judicature at Allahabad, Lucknow Bench in Misc. Single No.23090 of 2017 (U.P. S.R.T.C. Versus Presiding Officer, Labour Court Faizabad & others)
- viii) Judgment dated 5.6.2012 passed by High Court of Judicature at Madras in Writ Petition No.33212 of 2007 (Assistant General Manager State Bank of India Versus Central Government Industrial Tribunal Cum Labour Court & others);
- ix) 1999(82) FLR 658 Patna High Court (Umesh Rai Versus Union of India & others);

Accordingly, Sri L.P. Trivedi/applicant requests that relief as claimed by him may kindly be given.

On behalf of respondent Sri Adarsh Jagdhari on the basis of written statement submits as under:-

- a) Lakshmi Prasad Trivedi has been paid all his legal dues as per the award dated 29.05.2009 of Central Government Industrial Tribunal cum Labour Court, Lucknow and order dated 24.7.2019 passed by Hon'ble High Court at Allahabad, Lucknow Bench, Lucknow which have been duly accepted by him without any protest.
- b) The applicant is claiming consequential benefits which were never part of the award dated 29.05.2009 of Central Government Industrial Tribunal cum Labour Court, Lucknow and order dated 24.7.2019 passed by the Hon'ble High Court at Allahabad, Lucknow Bench, Lucknow.
- c) This Tribunal is apprised that Laxmi Prasad Trivedi had never agitated the issue regarding consequential benefits before Central Government Industrial Tribunal cum Labour Court, Lucknow and Hon'ble High Court at Allahabad, Lucknow Bench, Lucknow and was silent about this issue but is agitating the same in the present dispute which shows his malafidness.
- d) As far as the question of the deposit in Hon'ble High Court at Allahabad, Lucknow Bench, Lucknow is concerned, the applicant will himself have to file an application for withdrawal of the same and the opposite party has no role to play.
- e) Consequential benefits were never part of the award dated 29.05.2009 of Central Government Industrial Tribunal cum Labour Court, Lucknow and order dated 24.7.2019 of Hon'ble High Court at Allahabad, Lucknow Bench, Lucknow.
- f) At the time of his reinstatement, the applicant's basic was fixed by extending all due annual increment/allowance of revised pay scales admissible to him time to time w.e.f. 23.04.1982 in view of the spirit of the award in term of continuity of service and based upon that back wages had been calculated. The applicant has been given all the permissible legal dues as per the policy of the company.
- g) Lakshmi Prasad Trivedi has been paid all his legal dues as per the award dated 29.05.2009 of this Tribunal and order dated 24.7.2019 of the Hon'ble High Court at Allahabad, Lucknow which have been duly him without any protest.
- h) The calculation sheet purported to have been stupendously calculated by the applicant is ambiguous and not calculated correctly.
- i) The company has rightly calculated and paid an amount of Rs. 773396/- which is the correct amount which has been paid to the applicant.
- j) On the basis of the above facts and submissions the present reference of the Central Government under the Industrial Disputes Act is bad in the eyes of law hence not tenable and liable to be rejected as the opposite party has not contravened any provisions of the Industrial Disputes Act, 1947.
- k) The present dispute has been raised with the sole malafide purpose of causing acute harassment to the opposite party and the same should not be allowed to succeed.
- l) On the basis of the above facts and submissions the present reference of the Central Government under the Industrial Disputes Act, 1947, is bad in the eyes of law hence not tenable and liable to be rejected since there is no mention of consequential benefits in the award dated 29.05.2009.

Sri Adarsh Jagdhari submits that the present claim filed by the applicant lacks on merit and the same is liable to be dismissed. In support of his case, on behalf of respondent the reliance was placed on the following judgments:-

- i) 1962 (4) FLR 4 The Kirloskar Oil Engines Ltd., Kirkee, Poona v. The workmen and Ors.
- ii) 1963 (7) FLR 141 The Central Bank of India Ltd. V. P.S. Rajagopalan & ors.
- iii) (2013) 10 SCC 324 (Deepali Gundu Surwase Versus Kranti Junior Adhyapak Mahavidyalaya & others;
- iv) (2007) 2 SCC 433 (J.K. Synthetics Ltd. Versus K.P. Agarwal & others;
- v) (2003) 2 SCC 212 (A.P.S.R.T.C. & others Versus S. Narsagoud;

Findings & Conclusion:

Heard the Learned Counsels for the parties and gone through the records.

It would be appropriate to have a glance the provisions of Section 36A of the I.D. Act which is quoted below:-

“36A. Power to remove difficulties: [Inserted by Act 36 of 1956, Section 25 (w.e.f. 10.3.1957)]

(1) If, in the opinion of the appropriate Government, any difficulty or doubt arises as to the interpretation of any provision of an award or settlement, it may refer the question to such Labour Court, Tribunal or National Tribunal as it may think fit.

(2) The Labour Court, Tribunal or National Tribunal to which such question is referred shall, after giving the parties an opportunity of being heard, decide such question and its decision shall be final and binding on all such parties.”

Section 36A of I.D. Act empowers the appropriate Government to refer any question to the Labour court, Tribunal or National Tribunal if the said Government is satisfied that any difficulty or doubt arises as to the interpretation of any provision of an award or settlement made by any of the aforesaid industrial authorities. It further provides that when such a question is referred to the industrial authority, it shall after giving the parties an opportunity of being heard, decide such question and its decision shall be final and binding on all such parties.

Further it is clear from the provision of the Section that the scope of the enquiry under this section is limited to the decision of difficulties and doubt arising as to the interpretation of any provision in the award. If the words used in any provision of an award are ambiguous or obscure and it is not reasonably possible to interpret them, the difficulty arising from the use of such ambiguous or obscure words may be resolved by moving the appropriate Government to make a reference under section 36-A. It is obvious that any question about the propriety, correctness or validity of any provision of the award would be outside the purview of the enquiry contemplated by the section. A proceeding contemplated by Section 36-A is not a proceeding intended to enable the Tribunal to review or modify its own order as has been upheld by the Hon'ble Supreme Court in the case of **Kirloskar Oil Engines Ltd., Kirkee Versus its Workmen, 1962 (4) FLR 4 SC**. The Hon'ble Supreme Court further points out that if a party to the award is aggrieved by any of its provisions on the merits, the only remedy available to it is by making an appeal, say for instance under Article 136 of the Constitution, to the Supreme Court. A grievance felt by a party against any provision of the award can be ventilated only in that way and not by adopting the procedure under section 36-A.

It may further be stated as pointed out by the Calcutta High Court in the case noted below that if a reference under section 36-A to interpret it in fact intended to supplement the original award, it must be held to be invalid (**Britannia Engineering Co. Ltd. v. Basu Mazumdar, 1961 (3) FLR 8**)

In the case of **Ballanpur Collieries Ltd. V. Presiding Officer, central Government Industrial Tribunal, 1972(2)LLJ 90** it has been held that proceedings under section 36-A attracts provision of section 23 (b); strike whether can be declared illegal. The legal effect of reference under section 36-A is to reopen the earlier reference proceedings though only for the limited purpose of the interpretation of the provisions of that award in respect of which some difficulties or doubt as required removal. All parties to the original proceedings are deemed necessarily to be parties to the proceedings under section 36-A as well.

The Hon'ble Supreme Court in the case of **Kirloskar Oil Engines Ltd., Kirkee Versus its Workmen (Supra)** has held that it is obvious that any question about the propriety, correctness or validity of any provision of the award would be outside the purview of the enquiry contemplated by the section. If a party to the award is aggrieved by any of its provisions on the merits the only remedy available to it is by making an appeal, say for instance under Article 136 of the Constitution, to this Court. A grievance felt by a party against any provision of the award can be ventilated only in that way and not by adopting the procedure prescribed by section 36-A. Thus, the enquiry permissible under section 36-A is limited to the question of the interpretation of the provision of the award in question and no more. (See also **A.P.S.R.T.C., Mushirabad Versus Industrial Tribunal, Hyderabad and others, 2000 (86) FLR 362 (A.P.).**)

As per pleadings made by the parties, material documents and evidence filed by the parties, undisputed facts of the present case are that an order dated 23.4.1982 was passed by means of the applicant was removed/retrrenched from service.

Aggrieved by the same he raised an industrial dispute and a reference dated 28.5.2002 was made to this Tribunal quoted hereinabove and on the said basis an I.D. Case No. 100 of 2002 was registered before this Tribunal in which an award was passed on 29.5.2009 corrected on 17.8.2009 .

Respondent challenged the said award by filing a Writ Petition no. 7223 (MS) of 2009 in which an interim order was passed on 13.12.2009, quoted herein above and in pursuance to the same he was reinstated in service on the post on which he was retrrenched/removed by an order dated 23.04.1982, in terms of direction given by award dated 29.05.2009 and only back wages were stayed. Thereafter he retired after attaining the age of superannuation as Group-D employee from Indian Telephone Industries, Rae-bareli and was given the post retiral benefits in the said capacity, received by him.

Finally, said Writ Petition was dismissed by order dated 24.07.2019, relevant portion, quoted hereinabove.

Thereafter in view of the said facts and circumstances, the present controversy came up for consideration before this Tribunal in pursuance to the reference dated 18.1.2021.

Thus, the core question to be answered as per reference that what intention/meaning of words as mentioned in award dated 29.5.2009 corrected on 17.8.2009 passed in I.D. Case No.100 of 2002 “continuity of service from the date of his removal from service by said impugned order is.

After considering the arguments as raised by the parties and the judgment as cited by them and also going through the judgments cited by the parties, as well as law as laid down by the Hon’ble Supreme Court in the case of Girish Kumar Versus State of Maharastra & others reported in 2019 (6) SCC 647 in which it has been held that –

“4.5 Relying upon the definition of continuous defined in the Black Law Dictionary, it is submitted that as per the definition continuous means uninterrupted, unbroken etc.”

and the law as laid down by the Hon’ble Supreme Court in the case of Banaras Hindu University Versus Indra Pratap Singh reported in 1992 Supp(2) SCC 2; in the case of Sriram Industrial Enterprises Ltd. Versus Mahak Singh & others reported in (2007) 1 SCC (LS) 961 and in the case of Jeewanlal (1929) Ltd. Calcutta Versus its Workmen reported in AIR 1961 SC 1567, continuance of service as mentioned in the award dated 29.5.2009 corrected on 17.8.2009 passed in I.D. Case No.100 of 2002 means the applicant/workman shall under law continue in service from the date of 23.4.1982 till the date of his retirement, for all consequential service benefits, as per Rules/Regulations etc. as framed by the I.T.I. Ltd., Rae-bareli which governs the field.

Award

For the foregoing reasons applicant/Sri Lakshmi Prasad Trivedi is entitled for all consequential service benefits in pursuance to the earlier award dated 29.5.2009 of CGIT cum Labour Court, Lucknow passed in I.D. No.100/2002. The Reference No.L-40012/3/2020-IR(DU) dated 18.1.2021 is answered accordingly.

Dated: 11th July, 2025.

Lucknow:

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1725.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, हिंदुस्तान एयरोनॉटिक्स लिमिटेड, लखनऊ के प्रबंधन के संबंध में नियोजकों और श्री सुखदेव प्रसाद मिश्रा, कानपुर (उत्तर प्रदेश), कामगार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या- 37/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42011/258/2022-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1725.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2022) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **General Manager, Hindustan Aeronautics Ltd., Lucknow** and **Shri Sukhdeo Prasad Mishra, Kanpur (U.P.)**, workman.

[No. L-42011/258/2022-IR (DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 37/2022

Ref. No. L - 42011/258/2022-IR(DU) Dated 18.07.2022

BETWEEN

Sh Sukhdeo Prasad Mishra,

National Working Committee Member, Bhartiya Mazdoor Sangh

2 Navin Market Kanpur (U.P.) - 208001

AND

General Manager, Hindustan Aeronautics Ltd.

Po - HAL Lucknow - 226018

AWARD

By order No. L - 42011/258/2022-IR(DU) Dated 18.07.2022 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether action of the management of HAL, Lucknow regarding termination of services w.e.f. 13.09.2021 of Sh. Rajiv Kumar, Sh. Sarvesh Kumar & Sh. Ram Kumar Gaur, as raised by National Working Committee Member, Bhartiya Mazdoor Sangh raised dispute vide letter dated 08.12.2021, is proper, legal and justified? If not, to what relief is the disputant entitled and what direction, if any, is necessary in the matter?”

Accordingly, an industrial dispute No. 37/2022 has been registered.

Hindustan Aeronautics Limited, Lucknow (hereinafter referred to as HAL) a Central Public Sector Undertaking is a premier Aeronautical Industry one of its unit is situated at Lucknow i.e. Accessories Division, Lucknow engage in manufacture and overhaul and Upgrade of Aircraft, Helicopters, Aero-Engines, Industrial Marine Gas Turbines, Accessories, Avionics & Systems and structural components for Satellite & Launch Vehicles.

On 03.05.2017, an advertisement was issued by the respondent/HAL, which was pasted on notice board as well as in daily news paper, ‘Amar Ujala’ for engaging operators on tenure basis (Notification no. HAL-ADL/1211/HR/R/2017).

In response to the said advertisement the workmen viz. Rajiv Kumar, Sarvesh Kumar and Ram Kumar Gaur submitted their candidature.

Thereafter, written test was held on 23.07.2017 in which Rajiv Kumar, Operator (Fitter), Sarvesh Kumar, Operator (Fitter) and Ram Kumar Gaur, Operator (Turner) were selected.

On 17.08.2027, Manager (HR) of respondent issued a letter, relevant portion of the same is being quoted herein below:

“Sub: Provisional Offer of Engagement on Tenure Basis for the post of Operator (Fitter). (Channel/Scale C-5), in the Scale of Pay of Rs. 10750-27670/-. In the Non- Executive Cadre (Workmen) (under UR Category)

With reference to the Written Test held on 23.07.2017 and subsequent Document Verification, you had with us on 09/08/2017, we are pleased to offer you the Provisional Offer of Engagement as Operator (Fitter), (Channel/Scale C-5), on Tenure Basis in Non-Executive (Workmen) Cadre in the Scale of Pay of Rs. 10750-27670/-

2. Your engagement as Operator (Fitter) is for Job/Project/Programme (details of which will be given separately) at HAL, Accessories Division, Lucknow for a period of 4 years. Your engagement will be subject to:

- i. Your acceptance of the Offer for the subject engagement.
- ii. Receipt of satisfactory Medical Report from the Company's Doctor;
- iii. Receipt of satisfactory report on Verification of your Caste and Character & Antecedents from the concerned Authorities.

3. The other Terms & Conditions of the Tenure Engagement are enclosed at

Annexure - 1.

4. If the enclosed Terms & Conditions are acceptable, you may kindly intimate your acceptance by signing duplicate copy of the Terms and Conditions issued to you to reach us on or before 25.08.2017.

5. You are requested to contact the Dy. Chief of Medical Services/Chief Medical Superintendent of HAL Hospitals as indicated at Annexure-II for Medical Examination. A Format for the Medical Examination is enclosed as Annexure-III. The Medical Examination needs to be completed on or before 25.08.2017. Please note that opinion of the Company's Medical Officer in this regard shall be final.

6. Thereafter, on receipt of your satisfactory report on verification of your Character & Antecedents from the concerned Authorities and Medical fitness report from Medical Officer of the Company, the Final Offer of Engagement will be issued to you indicating the date by which you may have to report for Training at HAL Accessories Division, Lucknow. In case you are currently employed, you are advised not to resign from the services till receipt of Final Offer of Engagement. For any queries and clarifications regarding the Offer of Engagement and other Terms and Conditions of Engagement etc. you may contact the undersigned at 0522-2340327.

7. Please note that this Offer of Engagement is issued under the presumption that all the information provided in the Application & Employment Questionnaire is true & correct, and also you fulfill the eligibility criteria as per the Notification / Advertisement. Please be informed that in case, after verification, if the details mentioned in the Application & Employment Questionnaire are found to be incorrect / not true /suppressed, you will be liable to be terminated summarily.

8. You are required to bring the following Certificates / Documents in ORIGINAL as well as a set of self attested photo-copies (sl. nos. I, ii, iii & iv below) of the same when you report to HAL, for training:

i. Documentary evidence in proof of your Date of Birth i.e. SSC Board Certificate or Secondary School Leaving Certificate only;

ii. Documents/Certificates in proof of your Educational and Technical Qualifications:

III. Experience Certificates on the Company letter head, which has the details of the Company. If employed, the Relieving Certificate and Service Certificate from the present employer:

iv. Character Certificate in original from two different Gazetted Officers (they should have known you for at least six months at time of signing the Certificate) or the Principal / Head of the Department of College, where you had studied last;

v. Caste Certificate/Community Certificate in the case of Scheduled Caste and Scheduled Tribe / OBC candidates in the prescribed proforma. In case of OBC Candidates, valid Non-Creamy Layer Certificate is essential in the prescribed format required for appointment to the posts under Government of India;

vi. Attestation forms (Annexure-IV) duly filled in triplicate; and

vii. 3 copies of your recent passport size photograph.

9. To know more about HAL, Its Product & Services and the Divisions, you may please visit our Website www.hal-india.com.

Annexure to Provisional Offer of Engagement dated 14/8/2017

Terms & Conditions for Engagement of Shri/Smt./Ms. RAJIV KUMAR on Tenure Basis as Operator (III) (Channel/Scale C-5). of HAL. Accessories Division, Lucknow

1) Tenure of Engagement

1.1 The engagement is for a maximum period of four years from the date of engagement. The tenure will come to an end automatically on completion of four years period from the date of joining without any further notice

1.2 The engagement on tenure basis will not counter any right or claim for the status a regular employee of the Company.

2) Job Assignments

2.1 You are engaged to execute jobs as directed by the official of HAL and have operate in more then one machine if required at the work place:

2.2 You will not divulge any information relating to the Job/ Project/Programme u are engaged for which you may come to know during your engagement with HAL.

2.3 You are required to execute and complete the Job Assignments as per requirements in case you fail to execute/complete the Job Assignments as per the standards, HAL reserves the right to make alternative arrangements of your and any financial loss/damage suffered will be recovered to that extent from you.

3) Remuneration

3.1 You will be paid a monthly Consolidated Remuneration inclusive of Basic Pay & Personal Pay of Rs. 15,910/- Dearness Allowance (revised quarterly as per the rates applicable to the regular Workmen of the Company) on the Basic Pay Personal Pay 800 Quarters House Rent Allowance (os per the rates admissible to regular of the Company) based on classification of Cities Special Allowance at the rate of 5% of the Basic Pay Personal Pay Washing Allowance Rs. 75 p.m.

3.2 An annual increase of 3% during the tenure shall be admissible on the Basic Pay + Personal Pay, subject to satisfactory performance.

3.3 For the purpose of Provident Fund, Basic Pay+Personal Pay+Dearness Allowance components of the Consolidated Remuneration will only be considered.

3.4 You will also be entitled for the following Allowances / Benefits/Incentives as cable to the regular Workmen of the Company:

i) Meal Vouchers/ Canteen Allowance of Rs 2500 per month.

Ii) Reimbursement of Conveyance expenditure a Rs.2670/- per month in case you possess a Two Wheeler in your Name and use the same for commuting between residence & workplace, in such case you will also be paid Rs.223/- per month toward Vehicle Maintenance charges, in all other cases you will be paid Conveyance Allowance @ Rs. 1860/- per month.

iii) Monthly Incentive and Annual Incentive/

iv) Quarterly Performance Pay.

v) TA/DA for Official Duty.

vi) Coverage under Group insurance Scheme in lieu of EDLI

vii) Night Shift Allowance wherever applicable.

4 Other Benefits and Terms & Conditions

4.1 You will be entitled for one day Casual Leave and 2.5 days of Vacation Leave with Pay, for each completed month in the calendar year. There will be no provisions for encashment of Casual Leave & Vacation Leave at the end of the year as well as at the time of separation.

4.2 You will be entitled for paid holidays of the Company as applicable to the regular Workmen of the Company.

4.3 Female personnel will be entitled to Maternity Benefits as per the provisions under the Maternity Benefit Act, 1961.

4.4 A lumpsum amount of Rs.1000/- per month will be admissible to meet the Medical Expenses (both in-patient and outpatient), based on self-certification. This amount shall be paid on monthly basis along with the Consolidated Remuneration. You will not be entitled for any other Medical Benefits in any of the HAL Hospitals & Dispensaries or elsewhere. In case of an emergency only, facilities in HAL Hospitals / Dispensaries can be availed.

4.5 You will be entitled for safety and protective gears, equipment, kits etc. as per the Company norms.

4.6 You will be entitled for 4 sets of Uniforms once in 2 years, Stitching Charges & Shoe Allowance (Safety Shoes, wherever applicable in place of Shoe Allowance) will be issued/provided as per Rules.

4.7 You will abide by various Company Rules & Regulations (as applicable to Regular employees) which govern carrying out the assigned tasks and conduct. like Hiding Orders, Transferability to other Departments or Divisions or Places, etc.

4.8 You would be covered under applicable Rules with respect to Income Tax, Service Tax, Professional Tax, etc.

4.9 You will be eligible for Company Quarters, wherever available. However House Quarters including Water. Electricity charges etc. will be deducted as per Rules. No HRA will be payable.

4.10 You will be eligible to join the self contributory Group Personal Accident

Insurance Scheme of the Company.

4.11 You will not be entitled for any Allowances or Benefits including promotion etc other than those contained in the Offer of Tenure engagement.

4.12 Your Performance will be assessed as per Rules of the Company. In case of non-performance or poor performance the Contract of Engagement can be 'terminate without assigning any reason.

4.13 Your engagement will be on full time basis and you will be required to work on rationalized Standard Man Hours (SMH) of the jobs as decided by Management Services Department (MSD) of the Division, Further, you are required to work in more than one machine, wherever applicable. Absence from duty other than on authorised Leave / Company Holidays will result in proportionate reduction in the Consolidated Remuneration.

4.14 You will be required to undergo Induction Training for a period of 8 weeks. You are required to report for Training at your expense.

5) Termination

5.1 The contract engagement will come to an end automatically on completion of four years period from the date of joining, without any further notice. This engagement can also be terminated at any time during the period of engagement by giving one month's notice by either party or payment of one month Basic Pay & DA component only as indicated in Consolidated Remuneration in lieu of Notice period.

6) Residual Matters

6.1 in respect of matters, which are not specified above, you will be governed by the applicable Rules and Regulations of HAL”

The said provisional offer for engagement on tenure basis post to workmen was accepted, and the same (in respect of Sri Rajiv Kumar) is reproduced herein under:

“1. I hereby accept this Provisional Offer of Engagement on Tenure Basis for the post of Operator (FITTER (Channel / Scale C-5), in the Scale of Pay of Rs. 10750-27670/-, in the Non- Executive Cadre (Workmen), on the Terms & Conditions contained herein.

2. I am well aware that the engagement offered to me is for the specific period of four years only and does not entitle me to claim permanent absorption or regularisation.

3. I hereby undertake not to claim any better benefits including permanency & regularization than what is offered to me under the Contract Engagement. I hereby receipt this Offer of Engagement as Operator (Fitter) in your on the Terms & Conditions contained herein issued to me vide letter No. HAL-ADL/1211/HR/R/2017/2998 dated 18.08.2017.”

Thereafter, on 07.09.2017, respondent issued a final offer of engagement, relevant portion of one of engagement offer, issued to Sri Rajiv Kumar is quoted hereunder:

“Sub.: Final offer of Engagement for the post of Operator (Fitter) On Tenure basis for (04) four years in the Scale of Pay of Rs. 10750-27670/-under (UR) Category

Please refer to the Provisional Offer of Engagement issued to you vide our letter No. HAL-ADL/1211/HR/R/2017/3108 dated 21/08/2017 and your acceptance dated 06/09/2017.

2. We are pleased to issue the Final Offer of Engagement to you for the post of Operator (Turner) on Tenure basis at HAL, Accessories Division, Lucknow in the Scale of Pay of Rs. 10750-27670/-

3. The other Terms & Conditions that have already been conveyed to you vide this office Provisional Offer of Engagement dated 21/08/2017 remain unchanged. Further to that it is to mention that you will be

compulsorily allotted Company Quarters in the Township and you will not be eligible for HRA even if you do not occupy the allotted quarters.

4. *You are requested to produce the following Certificates / Documents, in original, along with one set of attested Photostat copies, when you report for duty at HAL, Accessories Division, Lucknow:-*

(i) A Relieving Certificate and Service Certificate from your present Employer. on the company letter head, if employed;

(ii) Documentary evidence in proof of your Date of Birth;

(iii) Documents / Certificates in proof of your Educational & Technical Qualifications, Previous Experience, etc.

(iv) Two Character certificates from two different Gazetted officers of Government (for having known you for at least six months on the date of signing of the certificate) or the Principal/ Head of the Department of College, where you had studied last,

(v) Certificate in respect of OBC/SC/ST/PWD Candidates in the prescribed format (as applicable).

5. *5. Further, this final offer is being issued subject to fulfilling the following conditions:-*

(a) You should produce Police Clearance certificate from the jurisdictional Police Station stating that there is nothing adverse against you in the Police Records,

(b) You should give a certificate to the effect that your conduct during the past 5 years has not come to any adverse notice which would render you unsuitable for public employment in a Defence PSU like HAL and your Character & Antecedents are above board. You should also confirm that there are no adverse remarks in the Police Department against you.

(c) You will not be confirmed until receipt of Character & Antecedents verification report. You will be deemed to have joined the post provisionally;

(d) Moreover, you are required to give an undertaking to the effect that if any adverse remarks found against you, your services are liable to be terminated.

You are requested to report to the undersigned on 14.09.2017. ”

In pursuance to said facts Sri Rajiv Kumar was appointed on the post of Operator Fitter for a fixed period from 14.09.2017 to 13.09.2021, Sri Sarvesh Kumar on the post of Operator Fitter from 14.09.2017 to 13.09.2021 and Sri Ram Kumar Gaur from 17.09.2017 to 13.09.2021 for fixed term.

After expiry of their fixed term appointment on 13.09.2021, they were disengaged from services as per the terms and conditions of their fixed term appointment.

In view of the above said factual background on behalf of the workman Sri Sukhdeo Prasad Mishra, National Working Committee Member, Bhartiya Mazdoor Sangh has raised the present industrial dispute, and the reference, as quoted hereinabove, was made.

Sri Sharad Kumar Shukla, learned counsel for workmen in view of the above factual background as well as the pleadings as made in the statement of claim argued that action on the part of respondent HAL thereby terminating their services w.e.f. 13.09.2021 is illegal and arbitrary and in this regard he has placed reliance on Para 16 of the statement of claim, quoted hereinbelow:

“16. यह कि दिनांक 13.09.2021 को अकारण बिना कोई नोटिस अथवा नोटिस पे दिये ही इनकी सेवायें समाप्त कर दी गयी जिसमें वरिष्ठता/कनिष्ठता का भी पालन नहीं किया गया, मनमानी तरीके से औद्योगिक विवाद अधिनियम में दिये गये प्राविधानों का उल्लंघन कर अनुचित श्रम अभ्यास की नीति अपनाकर इनका मानसिक व आर्थिक उत्पीड़न किया गया ।”

And on the basis of said he has submitted that the said action on the part of respondent is clear violation of section 25 G of the Act.

Accordingly, Sri Sharad Kumar Shukla, learned counsel for workmen request that the action of the respondents thereby retrenching/terminating the services of the workmen w.e.f. 13.09.2021 may be set aside and respondent may be directed to appoint them on the respective post with all consequential benefits.

Sri Adarsh Jagdhari, learned counsel for respondent on the basis of pleading made in the written statement submits that in the present case, the workmen viz. Rajiv Kumar, Sarvesh Kumar and Ram Kumar Gaur were appointed on the respective post on contractual basis for a fixed period and they had accepted the same and after the end of period of contract, they were disengaged for services, so, the workmen are not entitled for any relief.

In support of his case, he has placed reliance on the judgments passed by the Hon'ble Supreme Court in the case of *Birla BX Limited v. State of Punjab & ors* 1988 SCC (L&S) 42.

Accordingly, Sri Adarsh Jagdhari, learned counsel for respondent request that claim of workmen be rejected being devoid of any merit.

Findings & Conclusion:

I have heard the learned counsel for the parties and gone through the record.

In the present case, as per the admitted facts that workmen viz. Rajiv Kumar, Sarvesh Kumar and Ram Kumar Gaur who were appointed by order dated 17.08.2017 on the respective posts, on tenure basis, for four years, in scale of 10750-27670, under UR category, and they have joined on the post on which they were appointed on 14.09.2017; and after expiry of four years/contractual fixed term appointment on 13.09.2021, their services were disengaged.

So keeping in view of the said facts, the law as laid down by Hon'ble Apex Court in the case of **Director Institute of Management Development U.P. Versus Smt. Pusha Srivastava, J.T. 1992(4) SC 489** reads as under:-

“23. In the instant case, there is no such rule. The appointment was purely ad hoc and on a contractual basis for a limited period. Therefore, by expiry of the period of six months, the right to remain in the post comes to an end.

In the case of **Nandganj Sihori Sugar Co. Ltd, Rae Bareilly & ors vs. Badri Nath Dixit & ors. 1991 (62) FLR 828** the Hon'ble Supreme Court held as under:

“8. In *Halsbury's Laws of England, Fourth Edition, Volume 44, at page 407, it is stated:*

407. *Contracts for personal work or services.*-A judgment for specific performance of a contract for personal work or services is not pronounced, either at the suit of the employer or the employee. The court does not seek to compel persons against their will to maintain continuous personal and confidential relations. However, this rule is not absolute and without exception. It has been held that an employer may be restrained from dismissing an employee in breach of contract if there is no loss of confidence between employer and employee or if (at least in a contract of employment to carry out a public duty) the employee has been dismissed in a manner which does not comply with statutory or contractual regulations governing dismissal. No court may, whether by way of an order of specific performance of a contract of employment or an injunction restraining a breach or threatened breach of such a contract, compel an employee to do any work or attend at any place for the doing of any work.

This principle applies not merely to contracts of employment, but to all contracts which involve the rendering of continuous services by one person to another, such as a contract to work a railway line....

(emphasis supplied)

9. As stated by this Court in *Executive Committee of Vaish Degree College, Shamli and Ors. v. Lakshmi Narain and Ors. [1976] 2 SCR 1006:*

...a contract of personal service cannot ordinarily be specifically enforced and a Court normally would not give a declaration that the contract subsists and the employee even after having been removed from service can be deemed to be in service against the will and consent of the employer. This rule, however, is subject to three well recognised exceptions; (i) where a public servant is sought to be removed from service in contravention of the provisions of Article 311 of the Constitution of India; (ii) where a worker is sought to be reinstated on being dismissed under the Industrial Law; and (iii) where a statutory body acts in breach or violation of the mandatory provisions of the statute.

(emphasis supplied)

10. A contract of employment cannot ordinarily be enforced by or against an employer. The remedy is to sue for damages. (See Section 14 read with Section 41 of the Specific Relief Act; see *Indian Contract and Specific Relief Acts*, by Pollock & Mulla, Tenth Edn., page 983). The grant of specific performance is purely discretionary and must be refused when not warranted by the ends of justice. Such relief can be granted only on sound legal principles. In the absence of any statutory requirement, courts do not ordinarily force an employer to recruit or retain in service an employee not required by the employer. There are, of course, certain exceptions to this rule, such as in the case of a public servant dismissed from service in contravention of Article 311 of the Constitution; reinstatement of a dismissed worker under the Industrial Law; a statutory body acting in breach of statutory obligations, and the like. (*S.R. Tiwari v. District Board, Agra MANU/SC/0223/1963 : (1964)ILLJ1SC ; U.P. State Warehousing Corporation v.*

C.K. Tyagi MANU/SC/0499/1969 : (1970)ILLJ32SC ; Executive Committee of Vaish Degree College, Shamli and Ors. v. Lakshmi Narain and Ors. MANU/SC/0052/1979 : [1976] 2 SCR 1006; see Halsbury's Laws of England, Fourth Edn., Volume 44, paragraphs 405 to 420.)”

The Division Bench of Hon’ble Supreme Court in the case of **Life Insurance Corporation and another Versus Sri Rajeev Kumar Srivastava 1994 (12) LCD** held as under:-

“17. The next submission of the learned counsel of the appellants is that the judgment of Hon'ble Supreme Court in the case of Director, Institute of Management Development U.P. (supra) determines the case of the parties may be seen. In this case Honb'le Supreme Court has held that where the appointment is purely on ad hoc basis and is contractual and by efflux of time the appointment comes to an end, the person holding such post can have no right to continue on the said post. We have considered the submissions. The ratio of the judgment of Honb'le the Supreme Court leaves no room for doubt that the petitioner's contractual employment on daily payment basis having come to end by efflux of time, does not amount to retrenchment. Thus the provision of Section 25(F) of Industrial Disputes Act is also not attracted.”

Further Hon’ble Apex Court in the case of **State of Orissa Versus Chandra Shekhar Mishra 2002 (1) SCC 583** has held as under:-

“Secondly, the respondent was appointed on 1.2.1972 on contract basis for a period of three years. This period of contract was extended upto 31.1.1978, when the respondent was only a contractual employee, there could be no question of his being granted the relief of being directed to be appointed as a regular employee.”

The same view again reiterated by the Hon’ble Apex Court in the case of **Account Officer (A&I) A.P.S.R.T.C. & another Versus P.Chandra Sekhara Eao & others 2006(7) SCC 488**. Constitution Bench of Apex Court in the case of Secretary, **State of Karnataka & others Versus Uma Devi & others IT 2006(4) SC 420** in Para-34 of the judgment has observed as under:-

“If it is contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued.”

In the case of **Uma Devi (Supra)** the Hon’ble Apex Court in Para-36 of the judgment has observed as under:-

“It is not as if the person who accepts an engagement either temporary or casual in nature, is not aware of the nature of his employment. He accepts the employment with eyes open. It may be true that he is not in a position to bargain -- not at arms length -- since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment and to take the view that a person who has temporarily or casually got employed should be directed to be continued permanently. By doing so, it will be creating another mode of public appointment which is not permissible. If the court were to void a contractual employment of this nature on the ground that the parties were not having equal bargaining power, that too would not enable the court to grant any relief to that employee. A total embargo on such casual or temporary employment is not possible, given the exigencies of administration and if imposed, would only mean that some people who at least get employment temporarily, contractually or casually, would not be getting even that employment when securing of such employment brings at least some succour to them. After all, innumerable citizens of our vast country are in search of employment and one is not compelled to accept a casual or temporary employment if one is not inclined to go in for such an employment. It is in that context that one has to proceed on the basis that the employment was accepted fully knowing the nature of it and the consequences flowing from it. In other words, even while accepting the employment, the person concerned knows the nature of his employment. It is not an appointment to a post in the real sense of the term.”

The Hon’ble Delhi High Court in the case of **India Tourism Development Corpn. Ltd. V. Poonam Rai 2006 (5) SLR 124**, relevant para quoted hereunder:

3. The facts in detail have been set out in the judgment of the learned single Judge and hence we are not repeating unless where necessary.

4. The respondent (writ petitioner) was appointed on the post of Cashier-cum-Sales Assistant on contract basis in the service of the appellant corporation by order dated 14.1.1994 up to 31.5.1996. Clause 3 of the appointment order states:

On the expiry of the period of contract, your services shall automatically stand terminated and you shall be deemed to have been relieved.

.....

17. In our opinion this appeal deserves to be allowed. As already stated above, the respondent (petitioner) was only a temporary appointee on a contract basis and had no right to the post. Hence it was not necessary to give her a show cause notice or any reasons for terminating her service but the same could be done under clause 6 of the appointment letter. We do not agree with the learned single Judge who held that before terminating her service the rules of natural justice had to be complied with.

18. In *Ram Nayan Shukla v. District Basic Education Officer and Ors.* 1999 SCC (L&S) 631, the Supreme Court held that when a fixed term appointment is made the appointee has no right to continue in service beyond that term. The same view was taken by the Supreme Court in *Ravinder Kumar Misra v. UP State Handloom Corporation Ltd. and Anr.* MANU/SC/0692/1987 : (1988)ILLJ73SC and also in *Director, Institute of Management Development, UP v. Smt. Pushpa Srivastava* 1992 (5) SLR 86.

19. In *Kunwar Arun Kumar v. UP Hill Electronics Corporation and Ors.* MANU/SC/2098/1996 : (1997)2SCC191 the Supreme Court held that termination of service of a probationer for unsatisfactory performance is not stigmatic, and hence the termination is valid. In *K V Krishnamani v. Lalit Kala Academy* MANU/SC/0617/1996 : (1996)ILLJ661SC the Supreme Court held that where the service of a probationer was not found to be satisfactory the termination was valid.

20. In *Radhey Shyam Gupta v. UP State Handloom Corporation Ltd. and Anr.* MANU/SC/0788/1998 : (1999)ILLJ432SC it was held that termination of service of a probationer on the basis of adverse entries or on the basis of assessment of his work is not punitive. Even if a preliminary enquiry is held before the termination that will not make the order stigmatic. The same view was taken in *Krishnadevaraya Education Trust and Anr. v. L A Balakrishna* MANU/SC/0026/2001 : [2001]ISCR387 .”

(see also *State of Haryana & ors v. Styaveer Singh Rathore* (2005) 7 SCC 18)

Thus as per admitted facts of the case the workmen's tenure came to an end on 13.09.2021, so keeping in view the law referred above, the workmen are not entitled for any relief as claimed in the present case by him, cannot claim as a matter of right to get appointment renewed as prayed by him by way of filing the present statement of claim.

So far as the argument which is raised by Sri Sharad Kumar Shukla, learned counsel for workmen, keeping in view the averment as made in Para 16 of the statement of claim which is quoted hereinabove, and section 25G of the Act, which is quoted hereinbelow:

“25G. *Procedure for retrenchment.*

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

It is wholly misconceived, because from the bare perusal of the said section it is clear that same will come into play when there is retrenchment of services of workman, whereas in the present case, the said position does not exist because the workmen, viz. Rajiv Kumar, Sarvesh Kumar and Ram Kumar Gaur were fixed term appointment from 14.09.2017 to 13.09.2021 and after expiry of the same they were disengaged from service.

Rather the controversy involved in the present case, is squarely covered by the judgment cited by Sri Adarsh Jagdhari, learned counsel for respondent in case of ***Birla BX Limited v. State of Punjab & ors* 1988 SCC (L&S) 42** wherein Hon'ble the Apex Court has held as under:

“2. On 16-4-1982, the third respondent was appointed as a Fitter on probation up to 30-9-1982, He was appointed, on 1-1-1983, as a Fitter on temporary basis for a period of two years, up to 31-12-1984. This appointment order stated:

“This is purely a temporary appointment for a period of two years up to 31-12-1984. During or at the expiry of this period if your work or conduct is not found satisfactory or your services are no longer required by the Company these would be terminated as per Clause 8 above.”

The third respondent put his signature to the appointment order accepting the employment on the terms and conditions therein stated.

3. On 14-12-1984, the appellant wrote to the third respondent warning him of action for misconduct because he had been assembling and addressing workers inside the factory premises for trade union or political purposes. On 21-12-1984, the third respondent wrote to the appellant saying that he had been educating the workers on Hindu-Sikh unity during the lunch break and this did not amount to interference with the working of the factory. He also stated that he was a trade union leader and office-bearer. On 28-12-1984, the appellant wrote to the third respondent recording that he had been appointed on temporary

basis for a period of two years ending 31-12-1984. The letter stated:

"The above temporary appointment ends on 31-12-1984 by efflux of time automatically and, therefore, you cease to be in service of factory thereafter. Although your ceasing to be in service does not constitute any action on our part, yet as abundant caution, the following dues are remitted to you by Bank Draft No. 284426 dated 28-12-1984 in full and final settlement of your account."

4. The third respondent sought a reference for adjudication under the Industrial Disputes Act, 1947 of the question:

"Whether termination of the services of a workman is justified and in order? If not, to what relief/exact amount of compensation is he entitled?"

The Labour Court decided the dispute in favour of the third respondent. The appellant thereupon moved the High Court of Punjab and Haryana in a writ petition. The writ petition was dismissed. The High Court found that it was true that there was a condition in the appointment order that the third respondent was appointed on temporary basis for a period of two years and that it was stipulated in the appointment order that if his work and conduct were not found satisfactory during this period or his services were not required by the appellant the same would be terminated. There was, the High Court said, nothing wrong in specifying the duration of the appointment. The High Court went on to hold that the termination of the services of the third respondent was not a termination simpliciter in terms of his appointment order, but was retrenchment brought about as a punishment, inflicted without any enquiry into the alleged misconduct that he had been assembling workers and addressing them inside the factory premises.

5. The appeal by special leave is directed against the judgment and order of the High Court.

6. Learned counsel for the appellant drew our attention to the fact that the High Court had accepted that the appellant was entitled to terminate the employment of the third respondent if his services were not found satisfactory. The letter of termination simply said that the period of temporary appointment ended on 31-12-1984 by efflux of time whereafter the third respondent ceased to be in the appellant's service. There was no hint in that letter of any stigma cast upon the third respondent. Learned counsel for the third respondent drew our attention to the letter of 14-12-1983 and the third respondent's reply thereto. He also referred to the letter of termination. He submitted that the services of the third respondent had been terminated without an enquiry because of his trade union activities.

8. In the result, the appeal is allowed. The impugned judgment and order of the High Court is set aside and the writ petition filed by the appellant before the High Court is made absolute."

Order

For the foregoing reasons, the present I.D. Case filed by Sh Sukhdeo Prasad Mishra, National Working Committee Member, Bhartiya Mazdoor Sangh, espousing cause of workmen viz. Sh. Rajiv Kumar, Sh. Sarvesh Kumar & Sh. Ram Kumar Gaur is hereby dismissed.

The reference No. L - 42011/258/2022-IR(DU) Dated 18.07.2022 under adjudication is answered accordingly.

Lucknow.

21st August, 2025

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1726.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वरिष्ठ डाकघर अधीक्षक, बरेली; निदेशक, डाक सेवा विभाग, देहरादून के प्रबंधन के संबद्ध नियोजकों और श्री गंगा प्रसाद, बरेली, कामगार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या- 98/2001) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-40012/65/2001-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1726.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 98/2001) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in

relation to **Sr. Supdt. Of Post Office, Bareilly; Director, Department of Postal Services, Dehradun and Shri Sh. Ganga Prasad, Bareilly**, workmen.

[No. L-40012/65/2001-IR (DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 98/2001

Ref. No. L-40012/65/2001-IR (DU) dated: 30.5.2001

BETWEEN

Ganga Prasad, S/o Sh. Raja Ram

C/o Sh. Suresh Chandra Saxena, 113, Bazria Puranma, Bareilly

AND

1. Sr. Supdt. Of Post Office, Dak Mandal, Bareilly-243001.

2. Director, Department of Postal Services, Dehradun.

AWARD

By means of order/reference No. L-40012/65/2001-IR (DU) dated: 30.5.2001 and subsequent corrigendum dated 16.01.2002 & 03.07.2009, the Central Government considered it desirable to refer the dispute for adjudication to the following effect:-

"Whether the action of the post offices, bareilly division is not allowing shri ganga prasad represented by his legal heir smt. Reena to join duties w.e.f. 09.05.19.97 after acquittal by the trial court for the same and similar offence is just fair and legal? If not, for what relief his legal heir is entitled to?"

In response, the claimant has filed his statement of claim on 10.07.2001, in which it has been stated that he was employed as Mail Peon and at the time of incident he was a officiating ED BPM at Sardar Nagar Ghat, Bareilly. He was put off duty vide order dated 15.10.1987 and was served a charge sheet and after conducting a domestic inquiry; wherein principles of natural justice were not followed, his services were terminated and later Appellate Authority also confirmed the same vide order dated 27.06.1989. The workman has also stated that O.P. No. 2 also filed FIR on same charges of misappropriation of Govt. money and in turn this case of misappropriation of money became subject matter of case No. 965/96 (986/87) on identical charges in the court of ACJM, Bareilly from where he was acquitted on 12.3.97; but he was not allowed to join duties.

In view of above said factual background he has prayed for following relief:

"1. It is prayed that reference be decided in favour of Ganga Pd. his removal from service be declared illegal and inoperative. Appellate order of O.P.No. 1 dated 27-6-89 and put off order of O.P. No. 2 dated 15-10-87 be declared nullity in law.

2. That O.P. be directed to reinstate Ganga Pd. with full back wages, amenities and facilities and cost of the case."

The respondent has filed written statement and thereafter the rejoinder and documents have been exchanged.

On behalf of respondent a plea was taken that at this belated stage when the workman has retired from service then in that circumstances he should not be entitled for any benefit as claimed by him.

In order to decide said controversy it would be appropriate to it would state following facts:

In *Nedungadi Bank Ltd. v. K.P. Madhavankutty and Ors.* 2000 (2) SCC 455 it was noted at paragraph 6 as follows:

"6. Law does not prescribe any time-limit for the appropriate Government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service. At the time reference was made no industrial dispute existed or could be even said to have been apprehended. A dispute which is stale could not be the subject-matter of reference under Section 10 of the Act. As to when a dispute can be

said to be stale would depend on the facts and circumstances of each case. When the matter has become final, it appears to us to be rather incongruous that the reference be made under Section 10 of the Act in the circumstances like the present one. In fact it could be said that there was no dispute pending at the time when the reference in question was made. The only ground advanced by the respondent was that two other employees who were dismissed from service were reinstated. Under what circumstances they were dismissed and subsequently reinstated is nowhere mentioned. Demand raised by the respondent for raising an industrial dispute was *ex-facie* bad and incompetent."

Further, in **S.M. Nilajkar and Ors. v. Telecom District Manager, Karnataka 2003 (4) SCC 27** the position was reiterated as follows: (at para 17)

"17. It was submitted on behalf of the respondent that on account of delay in raising the dispute by the appellants the High Court was justified in denying relief to the appellants. We cannot agree. It is true, as held in *M/s. Shalimar Works Ltd. v. Their Workmen* (supra) AIR 1959 SC 1217, that merely because the Industrial Disputes Act does not pro-vide for a limitation for raising the dispute it does not mean that the dispute can be raised at any time and without regard to the delay and reasons therefor. There is no limitation prescribed for reference of disputes to an industrial tribunal, even so it is only reasonable that the disputes should be referred as soon as possible after they have arisen and after conciliation proceedings have failed particularly so when disputes relate to discharge of workmen wholesale. A delay of 4 years in raising the dispute after even reemployment of the most of the old workmen was held to be fatal in *M/ s. Shalimar Works Limited v. Their Workmen* (supra) AIR 1959 SC 1217, In *Nedungadi Bank Ltd. v. K.P. Madhavankutty and others* (supra) AIR 2000 SC 839, a delay of 7 years was held to be fatal and disentitled to workmen to any relief. In *Ratan Chandra Sammanta and others v. Union of India and others* (supra) 1993 AIR SCW 2214, it was held that a casual labourer retrenched by the employer deprives himself of remedy available in law by delay itself, lapse of time results in losing the remedy and the right as well. The delay would certainly be fatal if it has resulted in material evidence relevant to adjudication being lost and rendered not available. However, we do not think that the delay in the case at hand has been so culpable as to disentitle the appellants for any relief. Although the High Court has opined that there was a delay of 7 to 9 years in raising the dispute before the Tribunal but we find the High Court factually not correct. The employment of the appellants was terminated sometime in 1985-86 or 1986-87. Pursuant to the judgment in *Daily Rated Casual Employees Under P&T Department v. Union of India* (supra) AIR 1987 SC 2342, the department was formulating a scheme to accommodate casual labourers and the appellants were justified in awaiting the outcome thereof. On 16-1-1990 they were refused to be accommodated in the scheme. On 28-12-1990 they initiated the proceedings under the Industrial Disputes Act followed by conciliation proceedings and then the dispute was referred to the Industrial Tribunal cum-Labour Court. We do not think that the appellants deserve to be non suited on the ground of delay."

Also, in Hon'ble Apex Court in the case of *Krishi Utpadan Mandi Samity vs. Pahal Singh* reported in 2007 12 SCC 193 and more particularly paragraph Nos. 10, 11, which read as under:-

"10. The Labour Court was also under an obligation to consider as to whether any relief, if at all could be granted in favour of the workman in view of the fact that the industrial dispute had been raised after 18 years. It was obligatory on the part of the Labour Court to consider that the respondent was in employment for very short period. It had also not arrived at a finding that the respondent was in continuous service within the meaning of Section 2(g) of the U.P. Industrial Disputes Act or for that matter in terminating the ser-vices of the respondent, the appellant did not comply with the requirements of law particularly Section 6-N thereof. In absence of such a finding, the High Court in our opinion should have interfered with the Award.

11. It is now well-settled principle of law that "delay de-feats equity".

(see also *Haryana State Co-operative Land Development Bank v. Neelam* (2005) 5 SCC 91)

Further, in the present case, it is also not in dispute rather admitted by the workman he has raised his grievance to be included in screening for year 1983-84 by means of raising industrial dispute in the year 2003, which was referred to this Tribunal after 20 years, as such, he is not entitled for any relief. Because, Hon'ble Rajasthan High Court, Jaipur Bench, in the case of **M.D./Chief Manager, Jaipur Agar, Rajasthan State Road Transport Corp., Jaipur v. General Secretary, Rajasthan Transport Workers Organisation, Jaipur, 2024 (182) FLR 892**, has held as under:

"6. In the case at hand, the respondent-workman was appointed on the post of Driver vide order dated 17.12.1986. Accordingly, the benefit of first selection scale became due after nine years, sometime in 2004-2005. The same was not done and neither was the non-grant of the benefit at the time was challenged by the respondent-workman. The benefit of first selection scale was only granted vide order dated 06.04.2004. This deferment was also not challenged immediately and was only challenged for the first time in 2013. The first issue that is to be decided by this Court is what effect, if any, would this delay have on the merits of the case.

7. To decide the first issue, recourse may be taken to Hon'ble Supreme Court judgment of Mohan Lal (*supra*), the relevant portion of which is reproduced as under:

"19. We are clearly of the view that though the Limitation Act, 1963 is not applicable to the reference made under the ID Act but delay in raising industrial dispute is definitely an important circumstance which the Labour Court must keep in view at the time of exercise of discretion irrespective of whether or not such objection has been raised by the other side. The legal position laid down by this Court in *Gitam Singh [Asstt. Eng., Rajasthan Development Corpn. v. Gitam Singh]*, that before exercising its judicial discretion, the Labour Court has to keep in view all relevant factors including the mode and manner of appointment, nature of employment, length of service, of service, the ground on which termination has been set aside and the delay in raising industrial dispute before grant of relief in an industrial dispute, must be invariably followed.

20. Now, if the facts of the present case are seen, the position that emerges is this: the workman worked as a work-charged employee for a period from 1.11.1984 to 17.2.1986 (in all he worked for 286 days during his employment). The services of the workman were terminated with effect from 18.2.1986. The workman raised the industrial dispute in 1992 i.e. after 6 years of termination. The Labour Court did not keep in view admitted delay of 6 years in raising the industrial dispute by the workman. The judicial discretion exercised by the Labour Court is, thus, flawed and unsustainable. The Division Bench of the High Court was clearly in error in restoring the award of the Labour Court whereby reinstatement was granted to the workman. Though, the compensation awarded by the Single Judge was too low and needed to be enhanced by the Division Bench but surely reinstatement of the workman in the facts and circumstances is not the appropriate relief."

Further, the Hon'ble Supreme Court in *Sadhu Singh (supra)*, held as under:

"6. We shall at the outset deal with the issue of limitation. The respondent was retired compulsorily from service on 4.1.2003. Original Civil Suit No. 41 of 2010 was instituted in 2010. The trial Judge as well as the first appellate court were of the view that the suit was not barred by limitation since the representation of the respondent for the grant of the three selection grades was rejected on 18.1.2010. The first appellate court, while concurring with the trial Judge also noted that the "final request" made by the respondent-plaintiff on 18.1.2010 was rejected and hence the suit was within limitation.

7. The respondent waited for seven long years after his retirement to pursue a claim for the grant of selection grade. This was clearly beyond the residuary period of limitation of three years provided in Article 137 of the Schedule to the Limitation Act, 1963. That apart, in the decision of this Court in *State of Rajasthan v. Shankar Lal Parmar*, the Court has considered the ambit of the scheme for selection grade. This Court has held thus:

"6. Another important and relevant clause in the said order for our perusal is Clause 7, which is also reproduced hereinbelow:

7. Selection grades in terms of this order shall be granted only to those employees whose record of service is satisfactory. The record of service which makes one eligible for promotion on the basis of seniority shall be considered to be satisfactory for the purpose of grant of the selection grade."

7. Clause 7 makes it clear that only those employees would be entitled for grant of selection grades, whose service record has been satisfactory and are otherwise eligible for promotion on the basis of seniority but have not been able to get the same as there might not be any channel of promotion or for want of sanctioned posts in the cadre."

8. The Court held that in terms of Clause 7, only those employees whose service record has been satisfactory could be entitled to be granted selection grade. In this context, the Court held:

"17. Clause 7 further makes it clear that only those/such employees would be entitled to be granted selection grade whose service record has been satisfactory. This implicitly shows that the person who has an untainted, unblemished, clean and unpolluted record in service would be treated on a higher pedestal than those who have either tainted, blemished, unclean or polluted record. This obviously appears to be a reasonable classification and is under the ambit and touchstone of Article 14 of the Constitution. There is neither any ambiguity nor any doubt in the same."

9. On the touchstone of the above principles, it is evident that the respondent had been subjected to several disciplinary proceedings and as many as 19 charge- sheets were issued against him which resulted in penalties of a varying nature. The service record of the respondent cannot be regarded as untainted or clean.

10. Ms Nidhi, learned counsel for the respondent submitted that some of the penalties which were imposed on the respondent were without cumulative effect. The consequence of the withholding of increments without cumulative effect is that after the period prescribed, the respondent would be entitled to restoration of the original pay scale or the original pay. However, this does not obviate the position that the imposition of the penalty itself indicates that the service record of the employee was not satisfactory. Another submission which has been urged is that the penalties were of a minor nature. Assuming that to be so, it is evident that for the grant of selection grade, the respondent did not fulfil the requirements of a clean record of service. The grant of the selection grade is not a matter of right and was subject to the terms and conditions which were stipulated. The respondent failed to fulfil these terms and conditions.

11. For the above reasons, we are of the view that both on the question of limitation as well as on merits, the respondent was not entitled to the relief which was sought. The suit instituted by the respondent resp seven years after he had demitted office was barred by limitation. That apart, the respondent failed to meet the basic requirements for the selection grade." (Emphasis supplied)

Further, the Hon'ble Supreme Court, in *Bichitrananda Behera (supra)*, after considering the erstwhile judgments of *Union of India v. Tarsem Singh*, *Union of India v. N. Murugesan*, and *Chairman, State Bank of India v. M.J. James*, concluded that delay and laches are vital in service matters, and can be seen as acquiescence."

Reverting to the facts of present case, since as per own case of the workman his services have been terminated vide order dated 31.01.1989, confirmed vide order dated 27.06.1989 and approached this Conciliation Officer on 09.05.1997 and before this Tribunal in year 2001; hence relief which is claimed by the claimant, cannot be granted in view of the position of law as stated herein above.

Moreover, following preliminary issues were framed vide order dated 04.09.2001:

“1. क्या पोस्ट ऑफिस विभाग औद्योगिक इकाई है?

2. क्या श्रमिक औद्योगिक श्रमिक की परिभाषा में आता है?

3. क्या विभागीय जाँच निष्पक्ष, उपयुक्त (proper) तथा उचित है अथवा नहीं?

4. क्या जाँच अधिकारी के निष्कर्ष दुराग्रहपूर्ण (perverse) हैं या नहीं?”

Vide order dated 21.10.2003, preliminary issue no. 1 & 2 were disposed of, with following order:

“It is note worthy that Post Office is engaged in providing postal services on payment as provided by the private courier services and also provides banking facilities as other bankers do. In the circumstances, I come to the conclusion that postal department is an industry within the meaning of Industrial Disputes Act, 1947 and its employees are workman as defined in Section 2 (j) of Industrial Disputes Act, 1947. The issues therefore, are decided against the opposite party.”

And vide order dated 08.12.2005, preliminary issue no. 3 & 4 were disposed of, with following order:

“On over all perusal of the evidence on record I come to the conclusion that the finding of enquiry officer was not at all perverse. In the circumstances issue No. 3 & are decided against the workman.”

However, while disposing issue no. 3 & 4 vide order dated 08.12.2005, this Tribunal observed as under:

“The issue referred to this Court is only to adjudicate with regard to the action of the management of Post Offices, Bareilly Division is not allowing Shri Ganga Prasad to join duties w.e.f. 9.5.1997 after acquittal by the trial Court for the same and similar offence is just fair and legal.

From the evidence on record it is clear that the punishment order of termination was passed by disciplinary authority on 31.1.89 vide Memo No. F-6/SB/87-88/Ch.II. It is also evident from record that the worker, Ganga Prasad preferred appeal to the Director, Postal Services, Dehradun against the punishment order, on 21.2.1989. It is not disputed that the appellate authority rejected the appeal vide Memo No. VIG/DPS/53/89/14. dtd. 27.6.89,

It is only after passing of judgement by the Criminal Court in case No. 965/96(986/89), State v. Suresh Babu & others dated 12.3.97 the worker came forward with an application before ALC (C), Dehradun and alleged in para 6 that the worker is honourably acquitted of charges. The worker did not challenge the order of the disciplinary authority and the appellate authority about the termination. After the acquittal the worker moved an application dated 9.5.97. The photo state copy of which is paper No. 6/12, placed on record. The workman in the said application has only requested that since he has been acquitted from Criminal Case therefore, he should be taken back on duty and the management has contended that no

doubt that it is admitted to them that he is acquitted but he is not entitled to be reinstatement in pursuance of his application dated 9.5.97 as he has been terminated by disciplinary authority by adopting due process of law. In the circumstances it is the issue which has been referred by the Government is to be adjudicated and issue No. 3 & 4 are not relevant in the present case. Reason is simple, the Government has not made reference whether or not the termination of the worker is legal or illegal. The Government has not intended by the present reference order that there should be any adjudication on the validity of the termination order. It is settled law that the labour courts cannot widen the scope of the issue referred for adjudication. The labour court has to confine itself to the issue which has been referred."

Accordingly, first and foremost question to be decided in present case, whether the relief as claimed by the claimant in present case, can be granted to her by this Tribunal as per the term of reference or not?

Answer to said question find place in the case of **Hochtef Gammon v. Industrial Tribunal, Bhubaneswar, Orissa and ors. AIR 1964 SC 1746** wherein it has been held as under:

"9. In dealing with this question, it is necessary to bear in mind one essential fact, and that is that the Industrial Tribunal is a Tribunal of limited jurisdiction. Its jurisdiction is to try an industrial dispute referred to it for its adjudication by the appropriate Government by an order of reference passed under s. 10. It is not open to the Tribunal to travel materially beyond the terms of reference, for it is well-settled that the terms of reference determine the scope of its power and jurisdiction from case to case. Section 10 itself had been subsequently amended from time to time. Act 18 of 1952 made substantial amendments in s. 10. One of these amendments was that s. 10(1)(d) now empowers the appropriate Government to refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule, or the Third Schedule, to a Tribunal for adjudication. In other words, under s. 10(1)(d), the appropriate Government can refer to the Industrial Tribunal not only a specific industrial dispute, but can also refer along with it matters appearing to be connected with, or relevant to, the said dispute. In that sense, the power of the appropriate Government has been enlarged in regard to the reference of industrial disputes to the Tribunal.

10. Section 10(4) which was also added by the same amending Act provides, inter alia, that the jurisdiction of the Industrial Tribunal would be confined to the points of dispute specified by the order of reference, and adds that the said jurisdiction may take within its sweep matters incidental to the said points. In other words, where certain points of dispute have been referred to the Industrial Tribunal for adjudication, it may, while dealing with the said points, deal with matters incidental thereto, and that means that if, while dealing with such incidental matters, the Tribunal feels that some persons who are not jointed to the reference should be brought before it, it may be able to make an order in that behalf under s. 18(3)(b) as it now stands.

11. Section 10(5) has now conferred power on the appropriate Government to add to the reference other establishments, groups or classes of establishments of a similar nature, if it is satisfied that these establishments are likely to be interested in, or affected by, such dispute. In other words, if industrial dispute is referred to a Tribunal for adjudication, and in the area within the territorial jurisdiction of the appropriate Government there are other establishments which would be affected by, or interested in, such a dispute, the appropriate Government may add them to the said reference either at the time when the reference is initially made, or during the pendency of the said reference proceedings; but in every case, such additions can be made before the award is submitted. Now, if such persons are added to the reference, the industrial Tribunal may in exercise of its powers under s. 18(3)(b) summon them to appear before it."

In the case of **Pottery Mazdoor Panchayat v. Perfect Pottery Co. Ltd. & ors. AIR 1979 SC 1356.**

"5. On July 1, 1967 the respondent purported to close down the business. We say "purported", because whether the business was, truly and in fact, closed or not is a matter on which the parties have joined issue. The case of the appellant is that respondent had closed the place of business and not the business itself. After the closure, or shall we say the 'alleged closure', the Central Government on September 16, 1967, made a reference under Section 10(1)(d) of the Central Act to the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, on the following question :

Whether the employers in relation to the Poly Pather Clay Mines of Perfect Pottery Co. Ltd., Jabalpur, were justified in closing down the said mine and retrenching the following 81 workers with effect from July 1, 1967. If not, to what relief are the workmen entitled?

.....

16. We are, therefore, of the view that the High Court was right in coming to the conclusion that the two Tribunals had no jurisdiction to go behind the references and inquire into the question whether the closure of business, which was in fact effected,, was decided upon for reasons which were proper and justifiable.

The propriety of or justification for the closure of a business, in fact and truly effected, cannot raise an industrial dispute as contemplated by the State and Central Acts.”

In the case of **Mahendra L. Jain & ors v. Indore Development Authority & ors 2005 (1) SCC 639** held as under”

“34. Furthermore, the Labour Court having derived its jurisdiction from the reference made by the State Government, it was bound to act within the four-corners thereof. It could not enlarge the scope of the reference nor could deviate therefrom. A demand which was not raised at the time of raising the dispute could not have been gone into by the Labour Court being not the subject-matter thereof.”

Hon’ble Rajasthan High Court in the case of **the Management, M/s. Rambagh Palace Hotel Ltd. V. Sate of Rajasthan 2000 (86) FLR 134** observed as under:

“It is settled law that the Industrial Tribunal can only adjudicate the reference made to it by the Government and cannot substitute its own reference or terms of reference or even cannot go beyond the terms of the reference. It is the function of the Tribunal to answer the reference as is referred to and once the reference has been made on the demand made by the workers/union, it is incumbent on the Labour Court or Industrial Tribunal to decide the same.....”

In **Tarsem Singh vs. Judge, Labour Court & others 2008 (116) FLR 346**, it was held as under:

“8. The Labour Court cannot enlarge the scope of reference nor can it deviate therefrom. It may be observed that the Labour Court derives its jurisdiction from the reference made by the appropriate government and, therefore, it is bound to act within the four corners of the reference.

Hon’ble Supreme Court, in the case of **State Bank of Bikaner and Jaipur vs. Om Prakash Sharma 2006 (109) FLR 1203** laid bare the well settled proposition of law and, in the context, categorically held as follows:

“In the instant case, the award of the Labour Court suffers from an illegality, which appears on the face of the record. The jurisdiction of the Labour Court emanated from the order of the reference. It could not have passed an order going beyond the terms of reference. While passing the award, if the Labour Court exceeds its jurisdiction, the award must be held to be suffering from a jurisdictional error. It was capable of being corrected by the High Court in exercise of its power of judicial review. The High Court, therefore, clearly fell in error in refusing to exercise its jurisdiction. The award and the judgment of the High Court, therefore, cannot be sustained”

Hon’ble Apex Court in **Bhogpur cooperative Sugar Mills Ltd. vs. Harmesh Kumar (2008) 2 SCC (L&S) 128** observed as under:

“The Labour Court derived its jurisdiction from the terms in reference. It ought to have exercised its jurisdiction within the four corners thereof.”

Hon’ble Apex Court in the case of **Osshier Prasad & others vs Employers in Relation to Management of Sudamdih Coal Washery of M/s. BCCL, Dhanbad 2015 (144) FLR 830** observed as under:

“25. It is thus clear that the appropriate Government is empowered to make a reference under section 10 of the Act only when “Industrial dispute exists” or “is apprehended between the parties”. Similarly, it is also clear that the Tribunal while answering the reference has to confine its inquiry to the question(s) referred and has no jurisdiction to travel beyond the question(s) or/and the terms of the reference while answering the reference. A fortiori, no inquiry can be made on those questions, which are not specifically referred to the Tribunal while answering the reference.”

Thus, in nut shell the position of law on the point in issue can be summarized as under:

Undoubtedly the Labour Court gets its jurisdiction from the reference and it is not like the Civil Court that any one Court, which entertains every suit. The Labour Court cannot go beyond the terms of reference nor it can travel beyond the pleadings and arrogate the power to raise issues which the parties to the reference are precluded to raise. The terms of reference determine the scope of the power and jurisdiction of the Labour Court, from case to case. Whether certain points of dispute have been referred to the Industrial Tribunal for adjudication it may, while dealing with the said points, deal with matters incidental thereto. However, such power cannot be exercised by the Court/Tribunal so as to enlarge materially the scope of reference itself for the reason that the Court/Tribunal derives its jurisdiction from the order of reference passed by the appropriate Government.

In view of the above said position of law and the relief for setting aside/revoking the removal order dated, is beyond the terms of reference, which cannot be adjudicated in present case as the same is not as per the term of the reference dated 30.05.2001 referred by the Appropriate Authority (quoted hereinabove) for adjudication of the present industrial dispute.

For foregoing reasons, the prayer as made by claimant, Ganga Prasad, which is reproduced hereinabove, which is quoted once again:

“1. It is prayed that reference be decided in favour of Ganga Pd. his removal from service be declared

illegal and inoperative. Appellate order of O.P.No. 1 dated 27-6-89 and put off order of O.P. No. 2 dated 15-10-87 be declared nullity in law.

2. That O.P. be directed to reinstate Ganga Pd. with full back wages, amenities and facilities and cost of the case."

Cannot be granted as the same is beyond the term of the reference dated 30.05.2001, referred by the Appropriate Government for adjudication to this Tribunal.

Reference under adjudication is answered accordingly.

Justice ANIL KUMAR, Presiding Officer

Lucknow.

21st August, 2025

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1727.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय प्रतिभूति और विनिमय बोर्ड; मेसर्स बॉम्बे पेस्टिसाइड कॉर्पोरेशन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारी (श्री मनोज डी इगावे) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, मुंबई, पंचाट(संदर्भ संख्या 16/2011) को जैसा कि अनुलग्नक में दिखाया गया है।

[सं. एल-42012/6/2011-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1727.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2011) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Securities and Exchange Board of India; M/s.Bombay Pesticide Corporation and Their workman (Shri Manoj D Igave).**

[No. L-42012/6/2011-IR(DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1

MUMBAI

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/16 of 2011

Parties: Employers in relation to the management of

1. Securities and Exchange Board of India
2. M/s.Bombay Pesticide Corporation

And

Their workman (Shri Manoj D Igave)

Appearances:

For the first party Management : Absent.

For the second party workmen : Absent.
State : Maharashtra
Mumbai, dated the 11th day of August, 2025.

AWARD

1. The present reference has been made by the Central Government by its order dated 30.05.2011 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of M/s. Securities & Exchange Board of India (Principal Employer) and M/s. Bombay Pesticide Corporation (Contractor) in terminating the services of Shri Manoj Dagdu Igave is legal and justified? If not, whether the action of the management of M/s Bombay Pesticide Corporation, Mumbai (contractor) in terminating the services of Shri Manoj Dagdu Igave is legal and justified? What relief the workman is entitled to and from which date?”

2. Further, from the perusal of the record, it appears that in spite of notice none appeared on behalf of second party/workman from the last several dates.

3. Accordingly, in view of this above fact, the present ID case no. CGIT-1/16 of 2011 is dismissed for want of prosecution.

Award passed accordingly.

Justice ANIL KUMAR, I/C Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1728.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय समुद्री विश्वविद्यालय के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, मुंबई, पंचाट(संदर्भ संख्या **16/2015**) को जैसा कि अनुलग्नक में दिखाया गया है।

[सं. एल- 31011/03/2015-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1728.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **16/2015**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indian Maritime University and Their workmen**.

[No. L-31011/03/2015-IR(DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/16 of 2015

Parties: Employers in relation to the management of

Indian Maritime University

And

Their workmen

Appearances:

For the first party Management : Absent.
 For the second party workmen : Absent.
 State : Maharashtra

Mumbai, dated the 13th day of August, 2025.

AWARD

1. The present reference has been made by the Central Government by its order dated 24/28/08/2015 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of M/s.Indian Maritime University, Mumbai Campus as well as its Contractors M/s.Infinite Outsourcing Solutions, Mumbai in not extending the rates of wages to the sweeping and cleaning contract workmen employed by the said contractor as per Notification No. 1994 (E) dated 02.08.2008 is just and legal? If not, what relief the workmen concerned are entitled to?”

From the perusal of record it transpired that second party workman does not appear from last several dates.

Accordingly, in view of this above fact, the present ID case no. CGIT-1/16 of 2015 is dismissed for want of prosecution.

Award passed accordingly.

Justice ANIL KUMAR, I/C Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1729.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय प्रतिभूति और विनियम बोर्ड; मेसर्स बॉम्बे पेस्टिसाइड कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी (श्री सागर एन. चोपड़े) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, मुंबई, पंचाट(संदर्भ संख्या 15/2011) को जैसा कि अनुलग्नक में दिखाया गया है।

[सं. एल-42012/8/2011-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1729.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2011) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Securities and Exchange Board of India; M/s.Bombay Pesticide Corporation and their workman (Shri Sagar N.Chopade).**

[No. L-42012/8/2011-IR(DU)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1MUMBAI**

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/15 of 2011

Parties: Employers in relation to the management of

1. Securities and Exchange Board of India

2. M/s.Bombay Pesticide Corporation

And

Their workman (Shri Sagar N.Chopade)

Appearances:

For the first party Management : Absent.
 For the second party workmen : Absent.
 State : Maharashtra

Mumbai, dated the 11th day of August, 2025.

AWARD

1. The present reference has been made by the Central Government by its order dated 25.05.2011 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of M/s. Securities & Exchange Board of India (Principal Employer) holding M/s. Bombay Pesticide Corporation (Contractor) for terminating the services of Shri Sagar Namdeo Chopade w.e.f.06/04/2010 is legal and justified? What relief the workman is entitled to?”

Further, from the perusal of the record, it appears that in spite of notice none appeared on behalf of the second party/workman from the last several days.

Accordingly, in view of this above fact, the present ID case no. CGIT-1/15of 2011 is dismissed for want of prosecution.

Award passed accordingly.

Justice ANIL KUMAR, I/C Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1730.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय प्रतिभूति और विनियम बोर्ड; मेसर्स इंटिग्रेटेड पर्सनल सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी (श्री विवेक विलास शेट्या) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, मुंबई, पंचाट(संदर्भ संख्या **11/2011**) को जैसा कि अनुलग्नक में दिखाया गया है।

[सं. एल- 42012/7/2011-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1730.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **11/2011**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Securities and Exchange Board of India; M/s.Integrated Personal Services Pvt. Ltd. and Their workman (Shri Vivek Vilas Shetya).**

[No. L-42012/7/2011-IR(DU)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI**

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/11 of 2011

Parties: Employers in relation to the management of

1. Securities and Exchange Board of India
2. M/s.Integrated Personal Services Pvt. Ltd.

And

Their workman (Shri Vivek Vilas Shetya)

Appearances:

For the first party Management : Absent.

For the second party workmen : Absent.

State : Maharashtra

Mumbai, dated the 11th day of August, 2025.

AWARD

1. The present reference has been made by the Central Government by its order dated 05.05.2011 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of M/s. Securities & Exchange Board of India (Principal Employer) and M/s. Integrated Personnel Services Pvt. Ltd (Contractor) for terminating the services of Shri Vivek Vilas Shetye is legal and justified? What relief the workman is entitled to and from which date?”

2. Further, from the perusal of the record, it appears that in spite of notice none appeared on behalf of the second party/workman from the last several dates.

3. Accordingly, in view of this above fact, the present ID case no. CGIT-1/11of 2011 is dismissed for want of prosecution.

Award passed accordingly.

Justice ANIL KUMAR, I/C Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1731.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत हेवी इलेक्ट्रिकल्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, मुंबई, पंचाट (संदर्भ संख्या **2003 का 57**) को जैसा कि अनुलग्नक में दिखाया गया है।

[सं. एल-42012/238/2003-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1731.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **57 of 2003**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Heavy Electricals Ltd. and Their workmen.**

[No. L-42012/238/2003-IR(DU)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI**

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/57 of 2003

Parties: Employers in relation to the management of

Bharat Heavy Electricals Ltd.

And

Their workmen

Appearances:

For the first party Management : Absent.
For the second party workmen : Absent.
State : Maharashtra
Mumbai, dated the 11th day of August, 2025.

AWARD

1. The present reference has been made by the Central Government by its order dated 01.10.2003 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

1. “Whether the contract between Bharat Heavy Electricals Limited, Mumbai and M/s George Maintenance Services, Mumbai is a sham and bogus and is a camouflage to deprive the petitioners of benefits available to permanent workmen of Bharat Heavy Electricals Limited?”
2. “Whether the petitioners should be declared as permanent workers of Bharat Heavy Electricals Limited?”
3. “What are the wages and consequential benefits to be paid to the petitioners?”

Further, from the perusal of the record, it appears that in spite of notice none appeared on behalf of the second party/workman from the last several dates.

Accordingly, in view of this above fact, the present ID case no. CGIT-1/57 of 2003 is dismissed for want of prosecution.

Award passed accordingly.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1732.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, एसएसई मैनपावर कंसल्टेंसी प्राइवेट लिमिटेड, बैंगलोर के प्रबंधन के संबद्ध नियोजकों और श्री एच. वी. वेंकटेश, बैंगलोर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, बैंगलोर, पंचाट (संदर्भ संख्या 73/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/198-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1732.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73 / 2019) of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Managing Director, SSE Manpower Consultancy PVT LTD., Bangalore** and **Sh. H. V. VENKATESH, Bangalore, Worker.**

[No. L-42025/07/2025/198-IR (DU)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT**

“Shram Sadan”,

G G Palya, Tumkur Road,

Yeswanthpur, Bangalore – 560 022.

DATED : 23rd July 2025

PRESENT : **Smt. K P INDIRA**

Presiding Officer

I.D No. 73 / 2019**I Party**

H V VENKATESH,
s/o Venkataramaiah,
Residing at No. 447, 2nd Floor,
2nd Main, 9th Cross,
Hoysalanagar,
Sunkadakatte,
Bangalore – 560 091.

Advocate for I Party : Somnath R.S.

Advocate for II Party : Self

II Party

The Managing Director,
SSE Manpower Consultancy
PVT LTD.,
No. 2031, Pipeline Road,
1st Cross, Prashanthnagar,
Near Ayyappa Temple,
Bangalore

A W A R D

1. This petition is filed under section 2A (2) & (3) of the Industrial Dispute Act 1947. The 1st Party workman has sought for his reinstatement after dismissal of his job w.e.f. 13.03.2019 by the II Party employer. The case of the I Party is that he was working as housekeeping in the Bharat Electronics LTD for 25 years with PF and ESI numbers. He used to work in T & BS Section Plant, Engineering Section, through the respondent contractor as a contract labourer drawing net wage of Rs. 9948/-. He was dismissed from job on 13.03.2019 as he is a member of Schedule Caste and he was subjected for cruelty and ill treatment by the II Party and also by the higher officials of the employer. His request for reinstatement was not duly heeded to by the II Party. His dismissal from job put him under great hardship as he is the only bread winner of his family. He took up the matter conciliation before the ALC (Central) and the conciliation attempts failed. Hence, he filed this petition seeking reinstatement with salary till date and with cost.

2. On receipt of notice, the II Party was represented through its Director and filed their objection statement on 29.11.2019 contending that the I Party has worked in their organization from 01.02.2019 to 13.03.2019 under unskilled category and was deputed to work in Telecommunication and Broadcasting System at Public Sector M/s Bharat Electronics LTD as an unskilled contract workman. The principal employer BEL has been providing all facilities to all the contract workers without indulging in any form of bias. Neither the II Party nor BEL did have any issue with their employees related to caste / religion. The Principal employer (BEL) has found the I Party as a non-performer. The user department was unhappy with his work and the I Party has been informed several times by the II Party assuring job to him in a different company where the II Party has been engaged on a contract basis for manpower related works. This has been informed at the conciliation meeting held by the ALC on 29.07.2019 and 30.08.2019 but the I Party has been repeatedly approaching the Labour department to get reinstated in BEL itself. All dues owed by the Company to the I Party has already been paid / remitted. The II Party made a request to this Tribunal to direct the I Party to report to work as unskilled workman at the organization where there is vacancy.

3. As per the proceedings dated 29.11.2019, the I Party was called upon to adduce evidence. Thenceforth, the II Party did not appear before Court or take part in the proceedings.

4. The petitioner got himself examined as WW1 and proved and got marked exhibits W1 to W3. He was not subjected to the cross examination as the II Party did not appear thenceforth.

5. From the rival pleadings, the following points arise for consideration:

- a) Whether the I Party has succeeded in proving that he was dismissed from job by the II Party on 13.03.2019?
- b) To what relief the I Party is entitled?

6. **Points no. 1 & 2:** Indisputably the I Party was a contractual labourer under the II Party and he was deputed to work in Telecommunication and Broadcasting Systems at the public sector M/s BEL as an unskilled contract workman. The I Party as WW1 has testified that he has worked as housekeeping staff in the BEL for 25 years and his PF number is K41432 and ESI number is 4915408781. Ex W1 is proved to be the copy of his Aadhar card. Ex W2 is the copy of identity card issued to the I Party by the II Party showing his designation as USK (SPARE) in EW & A department with date of joining as 28.06.2019 – 31.01.2021. Ex W3 is the experience certificate issued by the Secretary, BEL dated 04.09.2019 certifying that the I Party has worked as unskilled at BEL as a contract labourers from 07.10.2004 to 31.01.2019.

7. In the affidavit filed in lieu of his examination in chief, the I Party stated that it is comfortable for him to do work in BEL near to his residence and hence it is just and necessary to reinstate him at BEL.

8. In the counter statement, the II Party has pleaded that he was disengaged by the employer BEL as it was unhappy with his work and he was given assurance of job by the II Party in a different company where the II Party has been engaged on a contract basis for manpower related works. It is further pleaded that during the conciliation proceeding also the said fact was revealed by the II Party before the Conciliation Officer. However, the I Party did not heed to the said offer and instead preferred to approach the Labour department insisting to get reinstated in BEL. As could be gathered from the pleadings raised by the II Party, the I Party has ever been insistent to get reinstatement in the principal employer BEL, the public sector organization. In any of the lis preferred by him the said organization is made a party. The manpower agency, the II Party did rightly reveal the actual state of affairs with a further genuine and candid assurance that they would offer work as unskilled workman to the I Party at the organization where there is vacancy and where they are engaged on contract basis for manpower related works. The stand adopted by the II Party in its counter statement is found to be very genuine. The I Party cannot make any bargain with the II Party to get job again in BEL as the II Party cannot dictate terms to the principal employer BEL to engage a particular employee. Why he was disengaged by BEL is a fact known to the said organization alone. Since the BEL is not a party to this proceeding, nothing more could be learnt in the context in that regard. If the actual interest of the I Party is to get a viable job for his sustenance according to his capacity, the II Party has offered him all opportunities to get engage in some other companies to which they are supplying manual labourers. The I Party in a way has sought for a direction to the II Party to get reinstatement in BEL itself projecting the element of comfort for him to work in a place near to his home. Those are not the responsibilities of the II Party / manpower supply agency at all. The I Party cannot dictate the II Party as to where he has to be engage for job. The fact that he lost the job in BEL as the said employer was unhappy with his work is well brought out by the II Party in its pleadings. I find force in the said pleadings raised by the II Party. In Ex W3 experience certificate issued by the Bharat Electronic LTD, the employer extended its wishes to the I Party in his career and future assignments. This is a clear indication that they stopped their dealing with the I Party as per Ex W3. From all this it follows that the I Party is not entitled to get any direction for reinstatement in BEL. All the same, it will be safe and advantageous for him to accept the job assurance / offer gently made by the II Party in any of the organizations having vacant post to which the II Party is supplying manpower.

9. From Ex W2 ID card it is seen that the I Party has joined the II Party manpower consultancy on 28.06.2019 much prior to the institution of this petition dated 11.10.2019. That is another aspect showing his liaison with the II Party even during the currency of this dispute. On a total evaluation of the entire facts and attending circumstances, I am of the view that this is an unwanted litigation brought in by the I Party against the II Party. The instant lis is nothing but a misconceived and mal-advised one. However, I am of the definite view that if the application is turned down considering the tricky way it is made, that would in a way amount to total loss of job opportunities to him under the II Party.

10. Just to avoid such a mischievous situation, I prefer to conclude this matter heeding to the request made by the II Party to direct the I Party to report to work as unskilled workman at the organization indicated by them where there is vacancy. With this view, these points are answered accordingly and the following Award is passed.

AWARD

The claim is allowed to the extent of directing the II Party to provide job opportunity to the I Party befitting to his present age and ability in any of the organizations to which it is providing manpower facility.

Petitioner is not entitled for any other relief sought for.

(Dictated, transcribed, corrected and signed by me on 23rd July 2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1733.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स जीएमआर-ओएसई हुंगुंड होस्पेट हाईवेज़ प्राइवेट लिमिटेड, कोप्पल; मेसर्स नलवाडी सीजिंग सिक्कोरिटी एजेंसी, हुबली के प्रबंधन के संबद्ध नियोजकों और श्री आर. पम्पापति, पूर्व ठेका श्रमिक प्रतिनिधि के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, बेंगलूर, पंचाट (संदर्भ संख्या 15 / 2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42012/118/2019-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1733.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15 / 2019) of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s GMR-OSE Hungund Hospet Highways PVT LTD., Koppal; M/s Nalavadi Seizing Security Agency, Hubli** and **Sh. R Pampapathy, Ex Contract Labour Representative, Worker.**

[No. L-42012/118/2019-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

“Shram Sadan”,

G G Palya, Tumkur Road,

Yeswanthpur, Bangalore – 560 022.

DATED : 23rd July 2025PRESENT : **Smt. K P INDIRA**

Presiding Officer

CR No. 15 / 2019**I Party**

R Pampapathy,
Ex Contract Labour Rept.
Rept I Ward, Huligi Post,
Munirabad,
Koppal – 583 234

II Party

1. M/s GMR-OSE Hungund Hospet Highways PVT LTD., Hitnal Toll Plaza, Simla Cross, Post, Bevinahalli,
Taluk & Dist: Koppal – 583 234
2. M/s Nalavadi Seizing Security Agency, Daneshwari Arcade, Opp Swimming Pool Complex, NCM,
Hubli – 580 029

Appearance

Advocate for I Party : NIL

Advocate for II Party : Chandrashekar P Patil

AWARD

The Central Government vide Order No.L-42012/118/2019 (IR (DU) dated 30.08.2019 in exercise of the powers conferred by Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity ‘the Act’ hereafter) referred the following Industrial Dispute for adjudication.

“Whether the management of M/s GMR-OSE Hungund Hospet Highways PVT LTD. 2. M/s Nalavadi Seizing Security Agency is justified in terminating / removal of the contract labours from the Toll Plaza establishment falling under the administrative of control of Ministry of Road Transport and Highways? If not, to what relief the ex-contract labour is entitled to?”

1. *Despite affording repeated opportunities the I Party did not turn out or filed claim statement.*
2. II Party no. 1 filed its statement of objection based on the reference by the Central Government contending that II Party no. 1 is running toll plaza Hitnal, Vanageri and Shahapur through its agency, II Party no. 2 which has removed 274 employees due to their non-cooperation as they went for strike for reemployment of dismissed employees. The mediation and the talks of settlement duly held were failed. After obtaining resignation of 274 employees by II Party no.2, a new agency was appointed and commenced its work to run the toll plaza from 03.02.2019. The II Party no. 1 has given permission to new agency to take back all the 274 dismissed employees for duty w.e.f 03.07.2019 and subject to certain conditions it was resolved to take back all the 274 dismissed employees to duty at the toll plaza at the aforesaid places in the proceedings taken before the Deputy Commissioner, Koppal (Annexure R1). None of the employees raised any dispute except the I Party who also failed to submit the claim statement. Therefore the II Party no. 1 does not know what is his grievance. The II Party no. 1 prayed for dismissal

of the case as the I Party is not diligent in prosecuting his case.

3. Since the I Party failed to prosecute the case diligently or to appear before Court on a single occasion and also having failed to submit claim statement revealing his actual grievance, this Tribunal is in the dark as to what his real case is. Adequate and ample opportunity had been given to him and he has waived the opportunities unreasonably. So no good case is made out by the I Party and therefore this Tribunal is left with no material to make any opinion in respect of the schedule of reference. Accordingly this reference is only to be rejected.

AWARD

The reference is rejected.

(Dictated to LDC, transcribed by him, corrected and signed by me on 23rd July 2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1734.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीएसएनएल, दूरसंचार जिला, गोवा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारी (श्री संजय फत्तू देसाई) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, मुंबई, पंचाट (संदर्भ संख्या 21/2003) को जैसा कि अनुलग्नक में दिखाया गया है !

[सं. एल-42025/07/2025/168-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1734.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2003) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **BSNL, Telecom District, Goa and Their workmen (Shri Sanjay Fattu Desai)**.

[No. L-42025/07/2025/168-IR(DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 Mumbai

(Camp Court Goa)

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO. CGIT-21 OF 2003

Employers in relation to the management of

BSNL, Telecom District, Goa

And

Their workmen (Shri Sanjay Fattu Desai)

Appearances:

For the management

:

Ms. V.Yelgar , Adv.

For the workman

Mr.Migalye Adv a/w

Mr.O.V.Kulkarni

Goa, dated the 19TH day of May, 2025.

AWARD

This reference is made by the Central Government in exercise of its powers under clause () of sub section 1 of and sub section 2-A of section 10 of the Industrial Disputes Act, 1947 (the Act for short) for adjudicating upon the industrial dispute between Bharat Sanchar Nigam Ltd. (BSNL for short) Telecom District Goa, Panjim and Sanjay Fathi Desai (workman for short), The terms of the reference as per schedule are as follows:

“Whether the action of the management of BSNL, Goa in discontinuing the services of Shri Sanjay Fattu Desai, sweeper-cum-Waterman w.e.f. 31.12.2001 after seeing 12 years is legal and justified? If not, to what relief the workman is entitled for?”

Accordingly, I.D case no. CGIT- 21/2003 is registered before this Tribunal.

On 27.2.2024, this Tribunal passed an award. Relevant portion quoted herein below:

“The workman in his statement of claim stated that B.S.N.L. took over the functions of the Department of telecommunication after it was constituted as a company. It succeeded to the Department of telecommunications as a successor in interest. The workman was employed as a sweeper-cum-waterman with the Telecommunication Department. His today duty hours were eight hours but he was part time Sweeper for four hours and part time waterman for four hours. The workman submitted that he was orally appointed but the aforesaid facts were admitted in two letters dated 07/2/1996 and 02/4/1996 (Exhibit W 1). The workman was working for sometimes for four hours and was paid on that basis in 1996. The employment was continuous from 1989 in the Administrative Building at Panji, Goa. As per circular dated 11/10/1979 a circular was issued for absorption of casual workers who had worked for 240 days or more (Ex W2). Another circular dated 7/6/90 (Ex 3) was issued. It was of the same nature. The workman submitted that he was entitled to the benefits of the circulars. The workman demanded rights given by circulars by making a representation dated 14/5/1997 Exhibit W5. The workman did not receive any reply. The services of the workman were terminated orally with effect from 1.1.2002. It was claimed by the workman that there was violation of section 25F of the Act because his services were orally terminated without retrenchment compensation. The workman claimed reinstatement with back wages and prayed accordingly.

In the written statement the BSNL admitted the fact of making reference and that it was successor in interest of the Telecom Deptt. Of Central Govt. It was also stated that Group C and D category who opted to join BSNL were absorbed by it. It was claimed that the employment of the workman on hourly basis. He was paid according to job done by him. It was denied that workman was a permanent employee. The case of the BSNL was that the workman was not a regular employee and he was not covered by the circulars. The BSNL did not deny the allegation made in paragraph 4 of the statement of claim that as per Ex W1 that workman worked for 4 hours as a Sweeper and four hours as a waterman. The fact that workman worked from 15/8/1989 to 31/12/2001 was not denied. However, it was stated that termination of the services of the workman did not amount to retrenchment because he was employed on hourly basis. He was not a casual employee. He was not a temporary employee. His claim for absorption was bad. The termination of his services was in accordance with the law.

The workman filed rejoinder. He reiterated his claim.

This Tribunal framed the following issues. There are 6 issues framed on 28.7.2003. They are as follows:

(a) Whether Sanjay Fattu Desai (workman) was employed in the department of Telecommunication and thereafter with BSNL as part time Sweeper for hour hours and Waterman for four hours from 1989 till 31/12/2001?

(b) What was the status of workman during the period of his employment?

(c) Whether the termination of his services amount to retrenchment in violation of Section 25-F of the Industrial Disputes Act?

(d) Whether the termination of services of the workman is malafide?

(e) Whether the workman is entitled to relief of permanent absorption?

(f) What award should be passed under facts and circumstances of the case and held as under:

In view of the aforesaid it is held that workman was appointed as waterman-cum-sweeper and he worked continuously from the year 1989 with the Telecom Deptt. And thereafter with BSNL

after October 2000. The workman had worked for eight hours daily. He appears to be full time employee even though he was not treated as such. It is further held that the workman was trying to improve his status after receiving the circulars. No action was taken by the Central Govt. as well as BSNL. Instead the workman's services were terminated orally on 31.12.2001. The workman's services were terminated without notice and without payment of retrenchment compensation as provided by section 25F of the Act. This Tribunal does not accept the contention that the termination of the services of the workman does not amount to retrenchment. There is no proof that workman was covered by section 200 (bb) of the Act. Firstly, there is no pleading that the workman was employed for a term. The mode of payment by itself does not determine the term of employment. There must be pleading that the term was fixed or that there was a contract according to which the workman's services could be terminated. On the other hand, the continuous employment of the workman from 1989 without break shows that there was no such term.

The consequence of the aforesaid discussion is that the workman's services were illegally terminated with effect from 31.12.2001. He shall be reinstated in service from 1/1/2002. He shall be entitled to the back wages from 1/2002 till he is reinstated. The workman shall be treated as casual worker. This tribunal further directs in exercise of its powers under section 11-A of the Act that the workman shall be absorbed as a workman in lowest rung of service and shall be paid full emoluments of that post from date of absorption (See *Executive Director SCS Co-op. Society Ltd vs. P.O. Labour Court 2000 Lab I.C.3898*). The order of absorption shall be passed within 90 days of the service of the copy of this award on BSNL by this Tribunal. There shall be no order as to costs. The reference is accordingly answered in terms of paragraph 9 of this Award."

Aggrieved by the said order the General Manager, BSNL filed writ petition No. 209 of 2005 before the Hon'ble High Court of Bombay at Goa, Panaji. Relevant portion quoted herein as under:

"With regard to the next contention of Shri P.P.Singh, learned counsel appearing for the petitioner to the effect that the Circulars were produced before the learned Tribunal, I find that such material was in fact produced before the learned Tribunal. The learned Tribunal was expected to consider the said circulars as well as the orders of the Central Administrative Tribunal before directing the reinstatement of the respondent No. 1. Apart from that, the contention of Shri P.P.Singh, learned counsel appearing for the petitioner that such post is not available with the petitioner would also have to be considered by the respondent no.2 while considering what relief is to be given to the respondent no.1. In this context, this Court while disposing of Writ Petition No.16 of 2002 by order dated 30.08.2012 has observed at paras 3 and 4 thus:

"3. Shri Melo, learned counsel appearing for the petitioner during the course of his submissions points out that the question of reinstatement of the respondent would not arise as according to him, there is no post available to accommodate the respondent. The learned counsel has further brought to my notice the judgment of the Apex Court passed in Civil Appeal No. 8747 of 2011 in the case of *Bharat Sanchar Nigam Ltd., v/s Man Singh*, wherein the Apex Court has observed at paras 4, 5 and 6 thus :

"4. The award of reinstatement passed by the Labour Court was challenged by the Department by filing writ petitions before the High Court. The High Court after hearing the learned counsel for the parties and going through the records of his case, dismissed the writ petitions filed by the Department. The appellant is thus before this Court.

"5. This Court in a catena of decisions has clearly laid down that although an order of retrenchment passed in violation of Section 25-F of the Industrial Disputes Act may be set aside but an award of reinstatement should not be passed. This Court has distinguished between a daily wager who does not hold a post and a permanent employee.

6. In view of the aforementioned legal position and the fact that the respondents workmen were engaged as 'daily wagers' and they had merely worked for more than 240 days, in our considered view, relief of reinstatement cannot be said to be justified and instead, monetary compensation would meet the ends of justice."

4. Taking note of the observations made by the Apex Court in the said case of *Bharat Sanchar Nigam Ltd., v/s Man Singh* (supra), I find it appropriate that considering the submissions of Shri Melo, learned counsel appearing for the petitioner that presently there is no post available to accommodate the respondent in the establishment, it would be necessary to that extent to direct the Tribunal to determine the compensation to be paid to the respondent in lieu of reinstatement, after hearing the parties in accordance with law. To that limited extent, I find in the interest of justice that the matter be remanded to the Tribunal to hear the parties and fix the compensation in lieu of such reinstatement in accordance with law."

7. *In the said judgment, in the facts and circumstances of the case this Court has found that compensation in lieu of reinstatement can always be considered in the cases of daily wages employees. In the light of the said judgment of the Apex Court, I find it appropriate that the learned Tribunal should decide the relief which the respondent no.1 would be entitled in the peculiar facts and circumstances of the case.*

8. *In view of the above, I pass the following:*

ORDER

(I) *The impugned award dated 27.02.2004 to the extent it directs the reinstatement of the respondent no.1 along with the back wages is quashed and set aside.*

(ii) *The respondent no.2 to decide the relief which the respondent no.1 is entitled in the light of the observations made herein above in accordance with law.*

(iii) *Rule is made absolute in the above terms.*

(iv) *The Petition stands disposed of accordingly.*

In view of the directions given by the Hon'ble Bombay High Court the matter has come up for consideration before this Tribunal.

I have heard learned counsel for the parties and gone through the pleadings of the parties on record and evidence led by the parties as well as the direction given by the Hon'ble Bombay High Court in WP No.209 of 2005 dated 28.1.2013.

From the perusal of the record, admitted position/not in dispute emerges out that claimant/Shri Sanjay Fattu Desai/workman was engaged as casual employee with the respondent BSNL, Telecom District, Goa hereinafter referred as BSNL, a company and the same is an industry as per section 2 (j) of the I.D.Act 1947 (hereinafter referred as the Act)

Further, as per the material on record, it is clearly established that the claimant/Shri Sanjay Fattu Desai was a workman as per section 2 (s) of the I.D.Act.

First point to be considered is whether the services of workman has been terminated in violation of provisions of section 25 (F) of the act or not?

In order to decide the same it will be appropriate to have a glance to the provisions of section 25 F of the Act, which reads as under:

“25F. Conditions precedent to retrenchment of workman—

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

(a) *the workman has been given one months' notice in*

writing indicating the reasons for retrenchment and the

period of notice has expired, or the workman has been paid

in lieu of such notice, wages for the period of the notice.

(b) *the workman has been paid, at the time of*

retrenchment, compensation which shall be equivalent to

fifteen days' average pay [for every completed year of

continuous service] or any part thereof in excess of six

month; and

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

A perusal of Section 25-F of the Act reveals that in order to claim the benefit of Section 25-F, the workman needs to prove that he has been in continuous service for not less than one year from the date of his retrenchment.

Further, section 25B of the Act stipulates that a person who has worked for a period of 240 days in the preceding year is deemed to be in continuous service for a period one year. The relevant extract from Section 25B is quoted herein below:

“25B. Definition of continuous service

For the purposes of this Chapter:

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(3). or a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and continuous employment of 240 days with the management is on the workman herself.

Taking into consideration the section 25 (B) & 25 (F) of the Act, the Honble Supreme Court in the landmark judgment of **R.M.Yellati v. Asstt. Executive Engineer, (2006) 1 SCC 106**; held as under, the relevant paragraph is extracted below:

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

Moreover, the said principle has been again reiterated by the Honble Supreme Court in **Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522**, relevany portion quoted as under:

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

6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in **Range Forest Officer v. S.T. Hadimani [(2002) 3 SCC 25]**. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as in **M.P. Electricity Board v. Hariram [(2004) 8 SCC 246]** the position was again reiterated in para 11 as follows: (SCC p.250)

’11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in **Municipal Corpn., Faridabad v. Siri Nivas [(2004) 8 SCC 195]** wherein this Court disagreed with the High Court’s view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard: (SCC p. 198, para 15)

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

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

In light of the law laid down by the Hon'ble Supreme Court, question to be examined in the present case is whether the workman/applicant discharged his burden of proving that he was in continuous employment for at least 240 days in the year preceding his date of retrenchment or not?

From the pleadings as led by the parties, evidence on record i.e. not in dispute rather established that the workman/Sri Sanjay Fattu Desai worked as casual employee for four hours daily as sweeper and four hours as per time waterman with the BSNL from 15.08.1989 to 31.12.2001 and in this regard the finding given by this Tribunal vide order dated 27.02.2024 in ID case no. CGIT 21/2003 was not set aside by the Hon'ble Bombay High Court in Writ Petition No. 209 of 2025 that the workman was casual employee from 15.08.1989 to 31.12.2001 rather upheld that the workman had worked for more than 240 days in last preceding 12 months.

So, it clearly established on the basis of the facts and other material that the workman/Sri Sanjay Fattu Desai worked for more than 240 days continuously as Helper/Workman (casual labour) in the last 12 preceding months from the date of retrenchment and his services were terminated/retrenched without following provisions of section 25 F of the Industrial Disputes Act, 1947, as such, the next question to be considered that what relief he is entitled?

Answer to said question finds place in the case of ***Hari Nandan Prasad & Another reported in 2013 (139) FLR 125 (SC)***, wherein the appellants, who was engaged on a daily wage basis, has been terminated from service, the industrial dispute was referred to the Central Government -cum- Industrial Tribunal (CGIT). The proceedings in the CGIT culminated in the termination of appellants being held to be illegal and they were directed to be reinstated and the service being regularized, in terms of a circular issued by the FCI, wherein any temporary worker employed for more than 90 days was entitled to be regularized.

In the case of ***Assistant Engineer, Rajasthan State Agriculture Marketing Board, Sub-Division, Kota vs. Mohan Lal reported in (2013) 14 SCC 543***, the respondent was engaged as a Mistri on muster roll basis, whose services were terminated. The workman was neither given one month's notice nor one month's salary was given in lieu of that notice, prior to termination of his service and he was also not paid retrenchment compensation. The industrial dispute, which was referred to the Labour Court culminated with the award made by the Labour Court, holding that as the workman had completed more than 240 days in a calendar year and his services were being terminated in violation of Section 25- F of the Industrial Dispute Act, 1947, the workman was entitled to be reinstated with continuity in service.

The Single Judge of the Hon'ble High Court set aside the award and the Division Bench reinstated the award passed by the Labour Court. The Hon'ble Supreme Court observed that the workman had worked for 286 days from 01.11.1984 to 17.02.1986 and though the service of the workman was terminated w.e.f. 18.02.1986, the industrial dispute was raised by the workman after six years. The Supreme Court thus held that the judicial discretion exercised by the Labour Court was flawed and unsustainable, in view of the delay of six years in raising the industrial dispute. However, the Supreme Court held that the interest of justice would be sub-served, if in lieu of reinstatement, compensation @ Rs.1 Lakh was paid to the workman.

In the case of ***U.P. State Road Transport Corporation vs. Man Singh reported in 2006 (111) FLR 323(SC)***, the service of the respondent, who was appointed on temporary basis, was terminated. The industrial dispute referred to the Labour Court culminated with the termination of the workman being set aside, in view of Section 25-F of the Industrial Dispute Act, 1947, not being complied with. However, the workman was granted only back wages. The Hon'ble Supreme Court, on considering the fact that there was nothing to show that the workman had been appointed in accordance with the Recruitment Rules for filling up a vacancy, in terms of Article 14 and 16 of the Constitution, besides the fact that the dispute was raised after 12 years, the Hon'ble Supreme Court held that the interest of justice would be sub-served, if the Corporation was made to pay a sum of Rs. 50,000/- to the workman.

In the case of **Nand Kumar vs. State of Bihar and others reported in (2014) 5 SCC 300**, the Hon'ble Supreme Court considered the judgment of the Constitution Bench in the case of **State of Karnataka vs. Uma Devi reported in (2006) 4 SCC 1**, where it had held that while directing the appointments, temporary or casual, be regularized or made permanent, the Courts are swayed by the fact that the concerned person had worked for some time. It is not as if the person who accepts an engagement either temporary or casual in nature, is not aware of the nature of his employment. He accepts the employment with eyes open. It may be true that he is not in a position to bargain since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment and to take the view that a person who has temporarily or casually got employed should be directed to be continued permanently. By doing so, it would be creating another mode of public appointment which is not permissible. (see also *State of Orissa vs. Mamata Mohanty reported in (2011) 3 SCC 436*, *Branch Manager, Central Bank of India Tilak Chowk Vidisha Versus Pradeep Kumar Sen reported in 2024 (181) FLR 809*).

A division Bench of Hon'ble Gujarat High Court in the case of **Range Forest Officer Versus Virjibhai Ranchhodbhai & another** reported in 2024 (182) FLR 179 has held as under:-

6.1. *The shift in law on this count was highlighted by the Supreme Court in Bhopal Vs. Santosh Kumar Seal [(2010) 6 SCC 773] relying on its own another decision in Jagbir Singh Vs. Haryana State Agriculture Marketing Board [(2009) 15 SCC 327], observing that the relief of payment of lump-sum compensation could be a proper relief in a given set of facts and circumstances.*

"In the last few years it has been consistently held by this Court that relief by way of reinstatement with back wages is not automatic even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such nature may be appropriate. (See U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey [2006 (1) SCC 479], Uttaranchal Forest Development Corpn. v. M.C. Joshi [2007 (9) SCC 353], State of M.P. v. Lalit Kumar Verma [2007 (1) SCC 575], M.P. Admn. v. Tribhuban [2007 (9) SCC 748], Sita Ram v. Moti Lal Nehru Farmers Training Institute [2008 (5) SCC 75], Jaipur Development Authority v. Ramsahai [2006 (11) SCC 684], GDA v. Ashok Kumar [2008 (4) SCC 261] and Mahboob Deepak v. Nagar Panchayat, Gajraula [2008 (1) SCC 575].)"

6.2. *In subsequent decision in Rajasthan Development Corporation Vs. Gitam Singh [(2013) 5 SCC 136], the Supreme Court stated,*

"From the long line of cases indicated above, it can be said without any fear of contradiction that this Court has not held as an absolute proposition that in cases of wrongful dismissal, the dismissed employee is entitled to reinstatement in all situations. It has always been the view of this Court that there could be circumstance(s) in a case which may make it inexpedient to order reinstatement. Therefore, the normal rule that the dismissed employee is entitled to reinstatement in cases of wrongful dismissal has been held to be not without exception. Insofar as wrongful termination of daily-rated workers is concerned, this Court has laid down that consequential relief would depend on host of factors, namely, manner and method of appointment, nature of employment and length of service. Where the length of engagement as daily wagger has not been long, award of reinstatement should not follow and rather compensation should be directed to be paid. A distinction has been drawn between a daily wagger and an employee holding the regular post for the purposes of consequential relief."

6.3. *In Uttaranchal Forest Development Corporation Vs. M.C. Joshi [(2007) 9 SCC 353], the Supreme Court held that the question of grant of compensation in place of relief of reinstatement could be guided by relevant factors to be that whether the appointment was made in accordance with the statutory Rules or not.*

6.4. *It is to be observed that the decisions of the Supreme Court have carved out the circumstances and aspects which may guide the discretion of the court in awarding lump-sum compensation instead of granting relief of reinstatement even if there is a breach of Section 25F, 25G and 25H of the Industrial Disputes Act.*

6.5. *These factors were highlighted in Bantva Municipality Vs. Amritlal Harji Chauhan being Special Civil Application No.9135 of 2013 decided on 31.3.2014 as under :-*

"(i) The fact that the workman is daily-rated workmen, not permanently employed; (ii) He is not holding a permanent post; (iii) Nature of his employment; (iv) Span of service, viz. The period during which he worked upto the date of termination of services; (v) Manner and method of appointment. Whether it was a backdoor entry; (vi) The time gap from the date of termination; (vii) Delay in raising the Reference is also considered to be a germane factor; (viii) Any special feature peculiar to the facts of the particular case.

For instance, in Bhurumal (supra), the Supreme Court noticed that post which the workman held was of Lineman in the Telephone Department, and that the work of Lineman was drastically reduced in view of advancement of the technology."

6.6. In the case of BSNL v. Bhurumal, reported in (2014) 7 SCC 177, it was categorically observed that even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Even as a daily-wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself." (see also Branch Manager, Central Bank of India Tilak Chowk Vidisha Versus Pradeep Kumar Sen 2024 (181) FLR 809, Range Forest Officer Versus Virjibhai Ranchhodbhai & another 2024 (182) FLR 179)

Thus, from the above said facts, it is clearly established that workman/Sri Sanjay Fattu Desai was engaged on the post which belongs to class IV category and his services were retrenched on 31.12.2001, and as per law which are referred hereinabove the workman/Sri Sanjay Fattu Desai is entitled for compensation as his service was retrenched without complying the provisions of Section 25-F of Industrial Disputes Act 1947 but he is not entitled for reinstatement as prayed by him.

AWARD

For the foregoing reasons the workman/Sri Sanjay Fattu Desai is only entitled for compensation of sum of Rs. 2.50 lakhs (Rupees Two Lakhs Fifty Thousand only) and the same should have been paid to the workman within a period of three months by the respondents/BSNL from the date of publication of the award.

And workman/Sri Sanjay Fattu Desai is not entitled for reinstatement in services.

19th May, 2015.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1735.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मानव संसाधन, पावरमेक प्रोजेक्ट लिमिटेड एनटीपीसी बाढ़, एनटीपीसी बाढ़, पटना के प्रबंधन के संबद्ध नियोजकों और श्री सुधीर सिंह, पूर्व स्टोरकीपर, पटना, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक न्यायाधिकरण, पटना, पंचाट(संदर्भ संख्या - 2023 का 04) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/169-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1735.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref Case No. 04 (C) of 2023**) of the Industrial Tribunal, Patna, as shown in the Annexure, in the Industrial dispute between the employers in relation to **HR, Powermech Project Limited NTPC Barh, NTPC Barh, Patna** and **Sri Sudhir Singh, Ex- Storekeeper, Patna**, Workman.

[No. L-42025/07/2025/169-IR(DU)]

SALONI, Dy. Director

ANNEXURE

Reference Case No.: 04 (C) of 2023

Before the Presiding Officer

Industrial Tribunal, Patna.

Reference Case No.: 04 (C) of 2023

Between the management of HR, Powermech Project Limited NTPC Barh, NTPC Barh, Patna, Bihar-803215 and their workman Sri Sudhir Singh, Ex- Storekeeper, Congress Maidan Barh, Patna, Bihar-803213, (Mobile No.- 7549554861)

For the management:-Mr. Deo Nandan Kumar (Authorised Representative)

For the workman:- In person.

Present:- Manoj Kumar Sinha Presiding Officer,
Industrial Tribunal, Patna.

AWARDPatna, dated- 23rd June, 2025

By the adjudication order no.- 1/ID(06)/2023/Dy CLC-Pt dated- 09/15.05.2023 the Govt. of India, Ministry of Labour & Employment, Office of the Dy. Chief Labour Commissioner (Central), Maurya Lok Complex, A Block, 2nd Floor, Room No.-6,16,& 17, Patna-800001 has referred under clause-(d) sub-section-(1) and Sub-section-2(A) of section-10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “the Act”), the following dispute between HR, Powermech Project Limited NTPC Barh, NTPC Barh, Patna, Bihar-803215 and their workman Sri Sudhir Singh, Ex- Storekeeper, Congress Maidan Barh, Patna, Bihar-803213, (Mobile No.- 7549554861) for adjudication to this tribunal:-

The Schedule Whether the action of the management of M/S Powermech Project Ltd., Contractor, of M/S NTPC Ltd., Barh, Patna in terminating the services of Shri Sudhir Singh, Ex.-employee of M/S Powermech Project Ltd., Contractor of M/S NTPC Ltd., Barh, Patna and not paying the terminal dues like retrenchment compensation, Notice Pay, Bonus etc to his is justified or not? If not, what relief the workman is entitled to?”

2. After receipt of the reference / notification, notice was issued to the parties concerned. Workman appeared before this tribunal on 20.07.2023 and management appeared before this tribunal 09.08.2023 but the workman did not file any statement of claim, despite several opportunities.

3. From perusal of the case records, it appears that after issuance of registered notice, workman appeared before this tribunal on 20.07.2023 but he did not file any statement of claim. The workman prefer to keep himself away and never turned up before this tribunal even after several opportunities. It is evident that the reference has been received on 16.05.2023 and since then the proceeding is going on and during the proceeding the workman appeared on 20.07.2023 and there after the workman has not turn-up nor any representative on his behalf has appeared. Not only this the workman preferred to keep himself away from the proceeding though he was communicated about it through several notices send by registered post and also information through his Mobile No. given in the reference. It has also been reported by the office that the workman has intimated him during Moblile communication that he is working in a private job at Delhi and as such he is unable to attend the proceeding before this tribunal. Records itself shows that several opportunities were given by this tribunal but the workman never turned-up except one date i.e on 20.07.2023. Hence, this tribunal finds and hold that continuous absence of workman, despite knowledge, itself shows that now workman has no interest in the instant dispute, perhaps he has no grievance now.

4. In view of the above facts, it is obvious that further adjournment of the proceeding does not require at all. Now in the considered opinion of this tribunal, since workman has no dispute, hence this tribunal has no alternative but to pass “No Dispute Award” in this case. Thus this tribunal pass “No Dispute Award” accordingly, which shall be effected after date of publication in the gazette.

Dictated &Corrected by me.

MANOJ KUMAR SINHA , Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1736.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्यकारी निदेशक, एनटीपीसी एसटीपीपी बाढ़, पटना; श। मधुसूदन पांडा- एचआर (एसपीएस), डूसन पावर सिस्टम इंडिया प्राइवेट। लिमिटेड एनटीपीसी बाढ़; श्री परितोष कुमार सिंह, एचआर (पीएमपीएल), पावरमेक प्रोजेक्ट लिमिटेड, एनटीपीसी कैपस, बाढ़; एम/एस पावर मेक प्रोजेक्ट्स लिमिटेड माधापुर, हैदराबाद (तेलंगाना) के प्रबंधन के संबंध में नियोजकों और श्री भूपाल रजक, पटना, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक न्यायाधिकरण, पटना, पंचाट (संदर्भ संख्या - 2022 का 05) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/207-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1736.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref Case No. 05 (C) of 2022**) of the Industrial Tribunal, Patna, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Executive Director, NTPC STPP Barh, Patna; Sh. Madhusudan Panda- HR (SPS), Doosan Power System India Pvt. Ltd. NTPC Barh;**

Shri Paritosh Kumar Singh, HR (PMPL), Powermech Project Ltd., NTPC Campus, Barh; M/S Power Mech Projects Ltd. Madhapur, Hyderabad (Telengana) and Sh. Bhupal Rajak, Patna, Worker.

[No. L-42025/07/2025/207-IR(DU)]

SALONI, Dy. Director

ANNEXURE

Before the Presiding Officer

Industrial Tribunal, Patna.

Reference Case No.: 05 (C) of 2022

Between the management of (1) The Executive Director, NTPC STPP Barh, Bihar, Patna Pin- 803213 (2) Sh. Madhusudan Panda- HR (SPS), Doosan Power System India Pvt. Ltd. NTPC Barh (3) Sh. Paritosh Kumar Singh, HR (PMPL), Powermech Project Ltd., NTPC Campus, Barh. (4) M/S Power Mech Projects Ltd. Plot No. 77, Jubilee Enclave, Opp. Hitex, Madhapur, Hyderabad-500081, (Telengana) And their workman Sh. Bhupal Rajak, Vill.- Maranchi Ganthi Tola, Thana + P.O- Maranchi, Mokama Division, Dist.- Patna-803301 (Bihar).

For the management:- Mr. Pradeep Kumar Mohanty, AO (Law),

No.-1 NTPC, Barh, Patna.

Mr. Abhishek Anand, Sr. Manager

(HR), NTPC, Barh, Patna.

For the Management:- Mr. A. Suresh Babu, Sr. Executive, HRD.

No.-3 & 4 Powermech Project Ltd.

For the workman:- In Person (himself).

Present:- Manoj Kumar Sinha

Presiding Officer,

Industrial Tribunal, Patna.

AWARD

Patna, dated- 12th August, 2025

By the adjudication order no.- 1/ID(16)/2021/Dy CLC-Pt dated-05.01.2022 & 19/28/-4.2022 the Govt. of India, Ministry of Labour & Employment, Office of the Dy. Chief Labour Commissioner (Central), Maurya Lok Complex, A Block, 2nd Floor, Room No.-6,16,& 17, Patna-800001 has referred under clause-(d) sub-section-(1) and Sub-section-2(A) of section-10 of the Industrial Dispute Act, 1947,(hereinafter to be referred to as “the Act”), the following dispute between (1) The Executive Director, NTPC STPP Barh, Bihar, Patna Pin- 803213 (2) Sh. Madhusudan Panda- HR (SPS), Doosan Power System India Pvt. Ltd. NTPC Barh (3) Sh. Paritosh Kumar Singh, HR (PMPL), Powermech Project Ltd., NTPC Campus, Barh. (4) M/S Power Mech Projects Ltd. Plot No. 77, Jubilee Enclave, Opp. Hitex, Madhapur, Hyderabad-500081, (Telengana) And their workman Sh. Bhupal Rajak, Vill.- Maranchi Ganthi Tola, Thana + P.O- Maranchi, Mokama Division, Dist.- Patna-803301 (Bihar) for adjudication to this tribunal:-

SCHEDULE

“Whether the demand of Shri Bhupal Rajak, Workman concerned for reinstatement in service with M/S Powermech Projects Ltd. alongwith payment of Rs. 11,00,000/- (Rs Eleven Lakh Only) against his back wages and dues, is just & proper? If so, what relief the workman concerned is entitled to?”

2. The short facts of the case of workman is that he had join as mechanical rigger (Skilled) in June,2016 at M/S Powermech Project Ltd. which was functioning at NTPC, Barh, Patna and during his work period two labour I.D and two gate passes were issued to him which was valid upto 08.10.2020. The company. was taking work for 12 hours and was paid Rs. 8000/- per month and subsequently the payment was enhanced and reached @ Rs. 10,000/- per month between 02.01.2018 to 14.04.2020. The further case of the workman is that on 04.10.2021 he received a legal notice regarding committing of theft of goods of valued of Rs. 3,12,000/- though he was removed from his work by the company. on 17.09.2020. The workman has alleged that he has worked for 1203 days during his working period and he has not been paid for the work rendered by him in the company. The detail of the back wages has been described at page 5, 6, & 7 of the statement of claim, accordingly it has been prayed to discharged the reference infavour of the workman.

3. Reply on behalf of the management has also been filed wherein the contention of the workman has been denied and it has been submitted that the O.P No.- 3 & 4 has never issued any appointment letter to the workman nor they have issued any termination letter, no salary for wages were paid by these two O.Ps / management and as such there is no relationship master and servant and employer and workman exist accordingly it has been prayed to reject the claim of the workman.

4. The management NTPC, Barh, Patna has also filed its written statement stating therein that the workman is the employee of M/S Powermech Project Ltd. on contractual basis, there is no connection between the NTPC Ltd. and the workman and such the management of NTPC is not an essential party in this proceeding accordingly it has been prayed to pass appropriate order on the basis of material available on record.

5. During the proceeding one witness was examined on behalf of the workman and the witness is the workman himself eleven documentary evidence has also been produced on behalf of the workman to substantiate his claim.

6. One witness namely Dev Nandan Kumar has been examined as M.W-1 on behalf of the management no.- 3 & 4.

7. During the pendency of this proceeding, good sense prevailed between the parties and they arrived at a compromise and intimated this tribunal that a sum of Rs. 4,00,000/- (Rs. Four Lakhs Only) is to be paid by the management of M/S Powermech Project Ltd. who is sub vender working at NTPC Barh, Patna to the workman and this said amount is acceptable to the workman. On the amicable settlement between the parties Rs. 4,00,000/- (Rs. Four Lakhs Only) were transmitted in the account of Sri Bhupal Rajak through NEFT vide Reference No.- IROODGUMY3, UTR No.- SBIN 425197510562 on 16.07.2025.

8. On 21.07.2025 the workman was present physically and has stated specifically that amount of Rs. 4,00,000/- (Rs. Four Lakhs Only) has already been received in his bank account and he does not want to proceed with his claim in this proceeding. It is fair to note here that the parties have entered into compromise in the proceeding. The compromise is a sine-quo-aon of harmony and orderly behaviour in the society. Of course it is soul of justice.

9. Now taking into consideration the above facts it seems judicious to pass a “No Dispute Award” in this proceeding. Accordingly “No Dispute Award” is passed which shall be enforceable after the publication of gazette. Office to Act accordingly.

Dictated & Corrected by me.

MANOJ KUMAR SINHA , Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1737.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, वन अनुसंधान संस्थान, देहरादून; मेसर्स ओरिएंटल इंटीग्रेटेड फैसिलिटी प्राइवेट लिमिटेड; मेसर्स गैरिसन सिक्योरिटी टास्क प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री बिट्टू एवं अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या - 99/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/172-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1737.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 99/2024) of the **Central Government Industrial Tribunal cum Labour Court -2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Director, Forest Research Institute, Dehradun; M/s Oriental Integrated Facility Pvt. Ltd.; M/s Garrison Security Task Pvt. Ltd. and Sh. Bittu & others, Workman.**

[No. L-42025/07/2025/172-IR(DU)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

(Presided over by Mr. Kamal Kant).

ID No. 99/2024

Registered on:-29.01.2025

Bittu & others, R/o Rest House, FRI Dehradun.

----- Applicants

Versus

1. Forest Research Institute, Dehradun through its Director.
2. M/s Oriental Integrated Facility Pvt. Ltd. through its Manager service through Registrar FRI Dehradun.
3. M/s Garrison Security Task Pvt. Ltd. through Manager service through Registrar FRI Dehradun.

----Respondents

Present:- Mr. Abhishek Pant along with Mr. Pawan Khanna, AR for Applicant.

Mr. J S Toor along with Mr. B R Rana, AR for respondent no.1.

Respondent no.2 & 3 already ex parte.

Award : 27.06.2025

1. An application under Section 33 of the Industrial Dispute Act, 1947 (hereinafter called as ID Act) has been filed by the applicants maintaining therein that the Forest Research Institute (hereinafter called as FRI) with an intent to cause harm and to frustrate their cause chose to engage new contractors w.e.f. 01.04.2024 namely M/s Oriental Integrated Facility Pvt. Ltd. and M/s Garrison Security Task Pvt. Ltd. The Registrar of FRI issued a letter dated 28.03.2024 (Annexure A-1) addressing all department heads of FRI not to engage any of the existing contractors workers unless they got themselves registered before the new contractors. On the basis of that letter, applicants were not paid their salaries w.e.f. 01.04.2024 to 10.04.2024 as they were forced to fulfill the new contract through new contractors. Union has complained this type of unfair labour practice and violation of the ID Act before the Assistant Labour Commissioner (ALC) on 04.04.2024 (Annexure A-2) and ALC issued notices to FRI, who tried to intervene in the matter and convened a meeting by calling both the FRI, Registrar and the workers union and on different dates, conciliation proceedings which were conducted by the ALC and ALC advised FRI to get the matter settled but the FRI was adamant. All the applicants worked from 01.04.2024 to 10.04.2024. The registration of each applicant was done on 01.04.2024 by new contractors along with fees of Rs.1000/- from each worker. The new contractors have also deducted the sum of Rs.4000/- from the salary of workers working as security guard in respect of dress and Rs.2000/- from the workers engaged in sanitation as dress charges. Before 01.04.2024, no such deduction was ever made by the FRI or by the previous contractors. It is prayed that the application be allowed and FRI be directed to pay the salary w.e.f. 01.04.2024 to 10.04.2024 to the applicants together with Rs.4,000/- and Rs.2000/- respectively deducted from the salaries of the workers working in security and sanitation.

2. Respondent No.1 filed reply thereof maintaining therein that the applicants were engaged through service providers. The FRI does not make any payment to the workers as they were not employed by FRI directly. FRI makes payments to the service providers every month on the basis of bills submitted by the service providers. The workers have been retained as per order dated 21.02.2023 of Hon'ble High Court of Uttarakhand, Nainital in case of CITU v/s Presiding Officer, CGIT, Chandigarh and ors. In WPMS 332/2023. FRI has never deducted amount from any of the worker engaged through service providers. It is prayed that the present application be dismissed.

3. Respondent no.2 & 3 were proceeded ex parte vide order dated 27.06.2025.

4. Heard on the application under Section 33A of the ID Act, which has been filed by 99 workers, maintaining that main case is pending in this Tribunal bearing ID No.43 of 2020 regarding regularization of the workers. Earlier, a Writ Petition bearing No.332 of 2023 was filed by the workers union before the Hon'ble Uttarakhand High Court, Nainital. The Hon'ble High Court in the said writ petition has stated that petitioner is a trade union of workers employed in various research institute at Dehradun and there is an industrial dispute for regularization of service, which has already been referred for adjudication to the CGIT-cum-Labour Court, Chandigarh-II and registered as ID No.43 of 2020. The Hon'ble High Court in the said writ petition has ordered that service of all members of the union shall not be discontinued till the decision of ID No.43 of 2020. However, during the pendency of ID No.43 of 2020, FRI has intentionally changed the contractors to harass the workers and

they have not been paid salary of 10 days, who have filed this application under 33A of the ID Act. It is prayed that FRI along with contractors be directed to pay the salary of 10 days to the applicants.

5. In reply to the said application, it is inter alia maintained that the old contractor has been replaced by new contractors as old contract had expired and applicants have not submitted their antecedent to them in time. Consequently, they have not worked for about 10 days. Thus they are not entitled for salary of 10 days and the contractor is liable.

6. I have given due consideration to the arguments advanced by Mr. Abhishek Pant, AR for applicants and Mr. JS Toor and Mr. BR Rana, AR for respondent no.1.

7. In this case, earlier contractor was King Security Guard Ltd. and new contractors were M/s Oriental Integrated Facility Pvt. Ltd. and M/s Garrison Security Task Pvt. Ltd., which are the party in the present complaint under Section 33A of the ID Act. Both respondent no.2 & 3, have already been proceeded ex parte due to non appearance.

8. It is added here that as per Section 33A of the ID Act, when during the pendency of the proceedings, there is change of service conditions, then the worker can file complaint under Section 33A.

9. In this case, Hon'ble High Court of Nainital has specifically held that services of the workers could not be discontinued. However, it is the grievance of the workers that they have not been paid salary of 10 days despite of the fact that they have worked for the said period under contractors i.e. respondent no.2 & respondent no.3 for respondent no.1. Even Mr. Abhishek Pant, AR for workers made a statement, which is extracted below:

"That all the worker who have filed the complaint under Section 33-A have worked with the new contractor since 01.04.2024 and they have attended their duty regularly and contractor has not release them salary of 10 days intentionally."

10. In view of the above, the concerned contractors are directed to release pay for the alleged period of 10 days to all the workers forthwith along with Rs.4,000/- and Rs.2,000/- respectively to the workers working in security and sanitation as they were working before the new contract.

11. The complaint under Section 33A of the ID Act stands disposed of with the aforesaid observations. File after completion be consigned in the record room. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1738.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान एंटीबायोटिक्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और हिंदुस्तान एंटीबायोटिक्स मजदूर संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, मुंबई, पंचाट(संदर्भ संख्या **14/2021**) को जैसा कि अनुलग्नक में दिखाया गया है !

[सं. एल-42011/36/2021-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1738.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **14/2021**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hindustan Antibiotics Ltd.** and **Hindustan Antibiotics Mazdoor Sangh**.

[No. L-42011/36/2021-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/14 of 2021

Parties: Employers in relation to the management of

Hindustan Antibiotics Ltd.

And

Hindustan Antibiotics Mazdoor Sangh

Appearances:

For the first party Management : Absent.

For the second party workmen : Absent.

State : Maharashtra

Mumbai, dated the 13th day of August, 2025.

AWARD

1. The present reference has been made by the Central Government by its order dated 16.12.2021 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

On 27.07.2021 following dispute has been referred to this Tribunal.

“Whether the action of the management of Hindustan Antibiotics Limited, Pune regarding the curtailment of subsidized facilities of Transport Canteen and Medical Reimbursement etc. as raised by Hindustan Antibiotics Mazdoor Sangh, Pune vide letter dated 20.01.2020 is proper, legal and justified? If not, to what relief the Union is entitled to? What other directions? If any, are necessary in the matter?”

Accordingly present ID case registered before this Tribunal on 6.9.2021.

From the perusal of the record, it transpired that in spite of repeated opportunity till date the claim statement has not been filed by the second party.

For the foregoing reasons, the present case is dismissed for want of prosecution.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 25 सितम्बर, 2025

का.आ. 1739.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यक्ष सह प्रबंध निदेशक, स्कूटर्स इंडिया लिमिटेड, लखनऊ के प्रबंधन के संबद्ध नियोजकों और श्री तारकेश्वर शर्मा, महासचिव, स्कूटर्स इंडिया कर्मचारी संघ, लखनऊ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, लखनऊ पंचाट(संदर्भ संख्या- 06/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/211-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th September, 2025

S.O. 1739.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 06/2020) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chairman Cum Managing Director, Scooters India Limited, Lucknow** and **Shri Tarkeshwar Sharma, General Secretary, Scooters India Karmchhari Sangh, Lucknow**.

[No. L-42025/07/2025/211-IR (DU)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I.D.NO. 06 of 2020**Shri Tarkeshwar Sharma, General Secretary,**

Scooters India Karmchari Sangh, Gauri,

Sarojini Nagar, Lucknow-226008.

.....Appellant

Versus**The Chairman Cum Managing Director,**

Scooters India Limited, Sarojini Nagar,

Lucknow – 226008.

.....Respondent

JUDGMENT

Appropriate authority on 16.01.2010 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Lucknow. The said Tribunal shall give its award within a period of three months.

Schedule

Whether the action of the management of Scooter India Ltd. Lucknow of deducting the wages of Sh. Arun Kumar Yadav & 121 others after granting the wages as per skilled category is illegal and unjustified in eye of law or not? 2. Whether Sh. Arun Kumar Yadav & 121 other are eligible to get wages as per skilled category after completing of 5 years on the post of advance trade trainee and advance diploma trainee? If, So to what relief to all the workmen, is entitled to?`

Accordingly ID Case No. 06/2020 registered before this tribunal,

On 18.03.2020, workman/claimant has filed statement of claim before this tribunal, relevant portion quoted as below:-

(1). *That the present Statement of Claim is being filed in pursuance to the order No.-L-42011/172/2019 IR (DU) Government of India/Bharat Sarkar, Ministry of Labour/Shram Mantralaya, New Delhi, Dated:16-01-2020.*

(2). *That it is relevant to mention here that the Sri Arun Kumar Yadav & 121 others similarly situated employees of the Scooter India Limited, Lucknow moved an applications before the Regional Labour Commissioner (C), Lucknow for their grievances for the skilled wages.*

(3). *That it is stated that all the applicants are I.T.I. and Diploma holders in different trades and presently they are discharging their his services in "SCOOTER INDIA LIMITED" which is a Government of India enterprises situated at Sarojani Nagar, Lucknow. It is also worthwhile to submit here that all the applicants are discharging their duties in different trades.*

(4). *That it is necessary to mention here that the Scooter 6- India Limited was founded by the Government of India for the production of two wheeler petrol vehicles and at presently production of three wheeler public vehicle known as "VIKRAM" is continuously going on.*

(5). *That it is relevant to mention here that in year 2013 vide notification dated 03-08-2013 the applications were invited by the "Scooter India Limited" from the citizens of India for the engagement of Advance Trade/Diploma Trainees in the different technical trade for fixed period of two years and fixed stipend too as evident from the notification dated 03-08-2013.*

(6). *That it is further relevant to mention here that in view of the notifications all the applicants submitted their applications for their engagement to the post of advance Trade/Diploma Trainees. It is also relevant to mention here that vide letter dated 30-11-2013 the applicants were called for their interview which was organized by the Scooter India Limited at Lucknow.*

(7). *That after the interview the applicants were selected for advance trade trainees on different trades and there after the engagement letter issued to the applicants for the fixed period of two years and fix stipend.*

(8). *That in view of the facts stated here in above the applicants are legally entitled and eligible for the skilled wages after completion of 5 years services along with its arrears.*

On behalf of respondent written statement dated 12.11.2020, has been filed in the written statement the respondent has denied case as taken by workman/claimant and in additional facts it is pleaded as under:

1. That it is submitted that initially the applicants were engaged as Advance Trade Trainees for a period of two years. After completion of two years training, they were engaged further on contract basis. They are being paid in accordance with the category of semi-skilled of minimum wages notified by competent authority time to time
2. That these petitioners have fully accepted the offer of their appointment by signing the acceptance offer of appointment. Further to state that the applicant were not compelled to accept the contractual appointment if one is not inclined to go in for such contractual employment. It is in that context that one has to proceed on the basis that employment was accepted fully knowing the nature of it and the consequence flowing for it. In other words, even while accepting the employment, the petitioner knows the nature of their employment.
3. That the wages are being made as per notification of minimum wage by the competent authority time to time.
4. That the work of the Accounts trainee are totally different from that of the Advance Trade Trainees and required lots of skill for calculations and accountancy work. Hence the work of both of them cannot be treated at par.
5. That as per Para 15 B" skilled employee is one which is capable of working independently and efficiently and training out accurate working he must be capable of reading and working on simple drawing circuits and process if necessary. But in the instant case is not applicable for the Advance Trade Trainees and were not capable to work independently hence they were performing work under the supervision of the Supervisors and completion of 5 years including the training period doesn't satisfies to be the criteria of eligibility for skilled wages.

FINDING AND CONCLUSION

Today (16.07.2025) when the matter was taken by inspite of notice none appeared on behalf of workman/claimant.

Accordingly I have heard Shri A.K. Singh learned counsel of respondent and perused the record.

Further from the perusal of record it transpire that inspite of several opportunity given to workmen/claimants, he has not filed evidence on affidavit in support of their case.

By order dated 12.01.2023, the opportunity to the workmen/claimants to file evidence was closed.

Thereafter the matter of fix for hearing on 30.01.2005, an order was passed for ex parte hearing, and notices were send to workmen/claimant.

Accordingly, from the perusal of record, it is clearly established that workmen/claimants have not filed evidence on affidavit in support of their case in spite of several opportunities; and it is a case of no evidence from the side of workmen/claimants in support of their case.

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

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

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

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

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

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

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

As the workman did not file any evidence on affidavit in support of his case, so it is a case of no evidence filed on behalf of workman in support of case, liable to be dismissed.

AWARD

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

Date: 16.07.2025.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1740.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या 19/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/09/2025 को प्राप्त हुआ था।

[सं. एल-20012/202/1989-आईआर (सी एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 26th September, 2025

S.O. 1740.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 19/1992**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-1** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**, and **their workmen** received by the Central Government on 26/09/2025.

[No. L-20012/202/1989- IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 19/1992

Parties:

Employers in relation to the management of Pootkee Balihari

Colliery of M/s Bharat Coking Coal Limited

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workmen :- Sri R.R. Ram, Ld. Advocate

State : Jharkhand.

Industry:-Coal

Dated 16/09/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) Government Of India through the Ministry of Labour, vide its Order No.L-20012/202/1989-IR(Coal-I) dated Jan, 1992 has been pleased to refer the following dispute between the employer i.e. management of Putkee Balihari Colliery of M/s. BCCL, Dhanbad and their workman through Sri Lakhan Polai, Contractor, for adjudication by this Tribunal:

SCHEDULE

“Whether the demand that the 469 contractor workers shown in the annexure be treated as employees and regularized in the service of M/s. Bharat Coking Coal Ltd. is justified ? If so, to what relief are the concerned persons entitled to?”

ANNEXURE

Sl.	Name	Sl.	Name
1.	Ashok Polai	2.	Jogendra Dassa
3.	Dhoba Dassa	4.	Murli Dassa
5.	Rama Dassa	6.	Sanynsi Dassa
7.	Ovimanyu Dassa	8.	Bhaskar Dassa
9.	Kishori Dassa	10.	Bani Pairada
11.	Udoy Pairada	12.	Murli Pairada
13.	Bipsa Pairada	14.	Dandpani Pairada
15.	Baim Pairada	16.	Kali Pairada
17.	Bharat Nahaka	18.	Kashi Pairada
19.	Bimla Pairada	20.	Kishori Dassa
21.	Ghanshyam Gora	22.	Biprn Pairada II
23.	Nakula Nahaka	24.	Raghu Nahaka
25.	Pnaddnai Gora	26.	Prabhakar Basmati
27.	Nakula Dassa	28.	Channa Dassa
29.	Bibhishan Dassa	30.	Bira Dassa
31.	Sukroo Dassa	32.	Rai Balya Dassa
33.	Budhiya Sahu	34.	Kartik Dassa
35.	Bhaskar Pradhan	36.	Hira Paira
37.	Banamali Paira	38.	Banshi Sahu
39.	Ulla Dassa	40.	Bijay Dassa
41.	Jaya Dassa	42.	Orikhit Dassa
43.	Bhim Dassa	44.	Mangloo Dassa
45.	Lakhan Polai	46.	Chaitan Polai
47.	Hira Polai	48.	Keshop Bhian
49.	Natwar Sahu	50.	Makra Dassa
51.	Narshingh Gora	52.	Bhagirath Gora
53.	Gangandhar Pradhan	54.	Pano Behra
55.	Bijay Behra	56.	Kashi Behra
57.	Ulle Gora	58.	Saila Nahaka
59.	Basu Nahaka	60.	Jogindra Nahaka

61.	Jaggaranath Dora	62.	Sada Nahaka
63.	Sahdeo Nahaka	64.	Jogindra Nahaka
65.	Bhima Nahaka	66.	Hira Nahaka
67.	Shama Nahaka	68.	Satrughan Nahaka
69.	Parsu Nahaka	70.	Mittick Nahaka
71.	Panchu Nahaka	72.	Jay Nahaka
73.	Daya Dassa	74.	Jyoti Krishna
75.	Mittick Nahaka II	76.	Badia Nahaka
77.	Sudashan Nahaka	78.	Durja Dassa
79.	Ucha Dassa	80.	Trinath Dassa
81.	Annarnth Dassa	82.	Bhasker Dassa
83.	Narayan Gora	84.	Narihari Nahaka
85.	Krishna Nahaka	86.	Sudra Nahaka
87.	Narhari Dassa	88.	Panchu Dassa
89.	Nira Nahka	90.	Bhagya Nahaka
91.	Amullya Sahis	92.	Amrit Bhian
93.	Dasharat Bhian	94.	Madan Roy
95.	Nakul Dassa	96.	Ram Bilasti Yadav
97.	Arjoon Dhari	98.	Shanker Dhari
99.	Jagarnath Dakua	100.	Jyoti Krishana Swain
101.	Bidya Dhar Nahaka	102.	Duniya Gora
103.	Upendra Dassa	104.	Dhobi Dassa
105.	Murli Dassa	106.	Kanoo Dassa
107.	Saurashi Dassa	108.	Dauda Dassa
109.	Binod Paira	110.	Ragoo Nahaka
111.	Prabhaker Bisai	112.	Rajmon Giri
113.	Sobha Giri	114.	Mahadev Mallah
115.	Rama Avtaar Mallak	116.	Dindayal Furha
117.	Fulan Singh	118.	Badan Manjhi
119.	Kara Manjhi	120.	Sagar Manjhi
121.	Jahur Manjhi	122.	Bindu Manjhi
123.	Bundhan Manjhi	124.	Narhari Manjhi
125.	Tribhuwan Prasad	126.	Narayan Prasad
127.	Mahabir Prasad	128.	Surendra Tiwary
129.	Kesia Tiwary	130.	Parshuram Tiwary
131.	Ram Shanker Mishra	132.	Shiv Ram Prasad
133.	Dinesh Singh	134.	Uma Shanker Singh
135.	Kapil Ram	136.	Bhim Devashi
137.	Bishaw Nath Singh	138.	Bir Bahadur
139.	Makhan Ram	140.	Mohan Prasad

141.	Mushlim Mian	142.	Sanatan
143.	Rama Nand	144.	Sahdeo
145.	Marma Orang	146.	Kailash Pasi
147.	Shama Rabidas	148.	Rajdeo Bhian
149.	Bankoo Bhian	150.	Paran Rajak
151.	Sujan Singh	152.	Sahdeo Turi
153.	Bhula Saw	154.	Anusha Saw
155.	Shiv Charan Manjhi	156.	Pundeshwar
157.	Muni Lal Prasad	158.	Rajendar Turi
159.	Parsu Ram	160.	Rameshwar
161.	Bhim Layak	162.	Din Dayal
163.	Angad Dassa	164.	Maheshar Dassa
165.	Gadai Bisai	166.	Raghoo Polai
167.	Sardhar Rajwar	168.	Jogi Nahka-I
169.	Panch Nahaka	170.	Ulla Gora II
171.	Panchu Nahaka- II	172.	Rabin Mudi
173.	Pandeshwar Roy	174.	Dhaneshwar Roy
175.	Seo Charan Mudi	176.	Muni Lal Turi
177.	Purna Polai	178.	Panchu Pradhan
179.	Nand Dassa	180.	Bindyadhar
181.	Hari Dassa	182.	Dina Dassa
183.	Ramesh Nahaka	184.	Sukur Swain
185.	Bhagwan Dassa	186.	Rama Bhuian
187.	Kartick Dassa	188.	Baneshi Sahu
189.	Hino Polai	190.	Bharat Dassa
191.	Nakheshwar Dassa	192.	Kentra Dassa
193.	Danpani Jena	194.	Dhoba Bhuian
195.	Uday Jena	196.	Bhobini Jena
197.	Bhobini Bshara	198.	Gada Dakua
199.	Madan Dakua	200.	Sahdeo Jena
201.	Raghu Polai	202.	Mangloo Jena
203.	Bhojram Jena	204.	Babu Jena
205.	Hari Jena	206.	Keshi Swain
207.	Abimanyoo Swain	208.	Canta Swain
209.	Dharma Dakua	210.	Jogi Jena
211.	Ranko Swain	212.	Goura Bhuian
213.	Ganpati Bhian	214.	Brudaban Bhuian
215.	Kangresh Swain	216.	Jagli Swain
217.	Kandho Swain	218.	Naran Dassa
219.	Sadhu Dassa	220.	Karuna Dassa

221.	Ganpati Dassa	222.	Shaiba Dassa
223.	Benu Swain	224.	Kandha Swain
225.	Bharat Bisai	226.	Karuna Bhina
227.	Hari Bhuian	228.	Naran Jena
229.	Makra Jena	230.	Bali Bishai
231.	Nath Jena	232.	Hadu Bhuian
233.	Padma Jena	234.	Krishna Jena
235.	Jogita Dassa	236.	Kashi Dassa
237.	Kenturi Dassa	238.	Kirtan Mandal
239.	Mittick Dassa	240.	Nand Dassa
241.	Rameshwar Nahaka	242.	Prahaker Bisai
243.	Saya Bisai	244.	Uday Dassa
245.	Devraj Behra	246.	Simanchal Behara
247.	Ganpati Pradhan	248.	Bancha Dassa
249.	Dhobi Dassa	250.	Daya Parida
251.	Banmali Parida	252.	Bhuian Dassa
253.	Bishnu Nahaka	254.	Bhimo Malkatta
255.	Bijay Parida	256.	Annath Nahaka
257.	Bipra Dassa	258.	Budhiya Dassa
259.	Bimble Parida	260.	Bhimo Dassa. II
261.	Ganpati Nahaka II	262.	Murli Parida
263.	Krishna Nahaka	264.	Jogi Dassa
265.	Hino Parida	266.	Hino Nahaka
267.	Hino Nahaka	268.	Chanu Dassa
269.	Hanoo Dassa	270.	Suraj Dassa
271.	Chil Nahaka II	272.	Sanya Dassa
273.	Raju Dassa	274.	Prafulya Dassa
275.	Aloke Pal	276.	Panchanand Prasad
277.	Anant Lala	278.	Niraj Kumar
279.	Ludak Saw	280.	Ram Ujagir Bharatia
281.	Subhash Chandra Bid	282.	Dewesh Kumar Sinha
283.		284.	
285.	Dalbir Singh	286.	Awadhes Ram
287.	Arun Kumar	288.	Arjun Kumar Mehta
289.	Umesh Prasad. Swarnkar	290.	Arun Kumar Singh
291.	Pradip Kumar	292.	Krishna Bhallab Prasad
293.	Bijay Kumar Agarwal	294.	Sunil Kumar Agarwal
295.	Arun Kumar Mehta	296.	Ayodhaya Prasad Mehta
297.	Chetlal Prasad Yadav	298.	Kolleshwar Prasad Mehta
299.	Bisheshwar Prasad Mehta	300.	Bangali Prasad Mehta

301	Jagan Rabi Das	302	Chouwa Mehta
303	Gandhi Nayak	304	Dilip Kr. Barhtiya
305	Sadanand Pradhan	306	Narsingh Sahu
307	Bijoy Kr. Pradhan	308	Arjun Barhatiya
309	Bhubhani Barhatiya	310	Subhash Ch. Parida
311	Lal Bahadur Bharti	312	Arjun Mehata
313	Rajeshwar Pd. Singh	314	Prem Chand Bharti
315	Ram Suchit Bharti	316	Ramesh Bhuiya
317	Gantad Gour	318	Dandpani Gour
319	Sudarshan Jaina	320	Rawan Das
321	Bijoy Gour	322	Abhiram Bhuiya
323	Hazari Bhuiya	324	Pana Chand Gour
325	Abdresh Ram	326	Udya Badhatiya
327	Khanu Gour	328	Deo Raj Badhatiya
329	Dand Pani Bhuiya	330	Bairagi Bhiyan
331	Abhimanu Bisai	332	Nawin Bhuiya
333	Ramesh Chandra Bhuiya	334	Basant Kumar Bhuiya
335	Basant Lal Bhuiyan	336	Ranjan Kumar Bhuiyan
337	Sudhakar Bhuiyan	338	Shree Harsha Jaina
339	Ashok Kumar Bhuiyan	340	Banmali Bhuiyan
341	Lakhan Bhuiyan	342	Basant Kumar Jaina
343	Sadanand Swai	344	Radha Mohan Swai
345	Kabiraj Polai	346	Upendra Polai
347	Upendra Polai	348	Jai Ram Polai
349	Rajendra Maharana	350	Pitamber Bhuiyan
351	Jogi Bhuiyan	352	Bijoy Gour
353	Bhagwan Dakua	354	Jagbandhu Bhuiyan
355	San Jaina	356	Tuna Bhuiyan
357	Bhagwan Jaina	358	Panchu Jaina
359	Bouri Sahu	360	Nil Kanth Bhuiyan
361	Charan Bhuiyan	362	Patit Jaina
363	Kowar Gour	364	Laxmi Narayan Badhetiya
365	Raju Badhatiya	366	Bhagwan Swai
367	Ujjal Badhatiya	368	Ram Chandra Karan
369	Raju Pradhan	370	Baraj Sahu
371	Bijoy Bhuiya	372	Haru Bhuiyan
373	Uma Bhuiyan	374	Dak Bishai
375	Krishna Chand Bhwai	376	Anand Malik
377	Rabindra Kumar Polai	378	Arsul Mallick
379	Hari Mallick	380	Bant Malliok

381	Karun Kar Polai	382	Saheb swai
383	Abhimanu Swai	384	Narayan Jaina
385	Sudam Charan Swai	386	Niranjan Bhuiyan
387	Dhoba Ram Swai	388	Ramesh Swai
389	Danda Swai	390	Sant Jaina
g391	Rabindra Badhatiya	392	Sadawi Dingal
393	Nabratan Polai	394	Ramesh Polai
395	Krishna Maharana	396	Jaichand Jaina
397	Baburaj Bhuiyan	398	Binod Prasad Singh
399	Ashok Nahak	400	Chaitaina Nahak
401	Krishna Nahak	402	Boldeo Nahak
403	Yadu Nahak	404	Harsu Nahak
405	Pan Nahak	406	Sonu Nahak
407	Santu Nahak	408	Alok Nahak
409	Panchu Nahak	410	Binai Nahak
411	Bimal Nahak	412	Bisheswar Nahak
413	Tilok Nahak	414	Ramu Nahak
415	Rawani Nahak	416	Cenda Nahak
417	Nanhak Nahak	418	Nandu Nahak
419	Tilochan Nahak	420	Pannay Prakash Pandey
421	Birbal Prasad Meheta	422	Teklal Prasad Meheta
423	Ashok Yadav	424	Dhekha Lal Prasad Meheta
425	Wakil Prasad Meheta	426	Bir Pratap Singh
427	Abinash Prasad	428	Kengresh Swani
429	Bhajan Naike	430	Sant Bisai
431	Ghalatan Nahak	432	Jhagru Nahak
433	Jhagga Nahak	434	Nindu Nahak
435	Bishwa Nath Nahak	436	Jhingur Nahak
437	Jhandu Nahak	438	Tileshwar Nahak
439	Ghulatan Nahak	440	Jaichand Nahak
441	Jain Nahak	442	Jainath Nahak
443	Keshwar Nahak	444	Nageshwar Nahak
445	Gopal Nahak	446	Baleshwar Nahak
447	Ganga Nahak	448	Jagarnath Nahak
449	Keso Nahak	450	Kabi Nahak
451	Raju Nahak	452	Ranjan Nahak
453	Baid Nahak	454	Sew Nahak
455	Shyam Nahak	456	Ram Nahak
457	Bhajan Nahak	458	Biju Nahak
459	Raghuni Nahak	460	Bijendra Nahak

461	Raghu Nahak	462	Lakhan Nahak
463	Panchanand Barhatia	464	Banshi Barhatia
465	Govind Barhatia	466	Lok Nath Barhatia
467	Menglu Mallik	468	Bharaia Barhatia
469	Anchal Pradhan		

2. At the outset it is important to mention that previously this reference case was decided against the workmen by this tribunal vide Award dated 16.01.2014 but when the same was challenged by the workmen before the Hon'ble Jharkhand High Court in W.P.(L) No.5833 of 2014, the Hon'ble Court vide his Lordship's order dated 18.06.2024, was pleased to set aside the impugned Award dated 16.01.2014 holding the same as cryptic and remitted back this case for passing fresh award after considering the materials already available on record.

3. The case of the workmen as per their written statement is that the concerned workmen were employed and worked as over burden removal/quarry and as U/g miner-loader and other time rated job and in other prohibited categories of work in TC Quarry No. 16 under M/s. Bharat Coking Coal Ltd., which is a permanent nature of job of the employers. They worked and were employed during the years 1972, 1973 and 1974 and they had each completed the requisite statutory attendance. They were stopped from work sometimes early in 1974. It is submitted that as per tripartite settlement with the union of the workmen and the management of BCCL contained in DP Circular No. DP/PS/86/2649-949 (H) dated 18/19.05.1986, the management delisted casuals who had put in 75 days attendance during the period from the year 1973 to 1978, are eligible for employment and regularization in the services of M/s. BCCL. M/s. BCCL regularized a large number of such workmen. They did not pay retrenchment compensation and/or give due notice, as contemplated u/s 25F of the Industrial Dispute Act 1947 to the concerned workmen. The quarterly Bonus, Leave and Sickness benefits during the aforesaid period were not given by the management. These workers were paid wages through one intermediary, which was a camouflage. The employer had adopted an unfair labour practice by giving work of regular and permanent nature through an intermediary. The works of these workmen were satisfactory. Immediately after their stoppage, the workmen raised an industrial dispute but the employers did not respond. All the concerned workmen are the members of the schedule castes and the schedule tribes and belong to very poor class and have been starving. The yearly bonus for 1972-73, 1973-74 and 1974-75 are still due to be paid to them. The workmen approached Sri OP Lal, the then State Minister, Tourism & Housing, Bihar, Patna and Sri B. Dubey, the then Union Minister of Labour, New Delhi for the redressal of the grievances but ultimately the workmen raised an industrial dispute through their authorized representative Sri Lakhan Lal Palai and their union namely Rashtriya Colliery Mazdoor Sangh. The Assistant Labour Commissioner, Central, Dhanbad took up the matter for conciliation but no settlement could be arrived. The A.L.C. (C) sent his report and the Ministry after a delay of about 2 years referred the aforesaid dispute for adjudication to this Tribunal. The demand of the workmen for being treated as employee and regularization in the services of M/s. BCCL is entirely justified. They are entitled to be reinstated with full back wages and all other benefits and at last it was prayed to hold the demand of the concerned workmen for being treated as an employee and regularization in the services of M/s. BCCL is perfectly justified and they are entitled to be reinstated with full back wages and other benefits.

4. On the other hand the case of the management as per its written statement-cum-rejoinder dated 16.09.1992 is that the reference made by the Central Government is bad in law and facts and is not maintainable. This dispute is not an industrial dispute as contemplated in the Industrial Dispute Act, 1947. This dispute is not raised by any union or by a competent person rather it has been raised by a contractor (Labour Supplier) Sendra Colliery. The contractor concerned is just trying to get back door entry of such type of contractor workers who had never worked even as contractor worker. The industrial dispute was raised by Sri Lakhan Polai by his letter to the Assistant Labour Commissioner (C), Dhanbad on behalf of 469 labourers alleging non-payment of bonus to these workers for the years 1972-73 and 1973-74 till today, non-payment of monthly salaries for the two months and termination of their job by the management without assigning any reason. On receipt of the said letter, the Assistant Labour Commissioner (C), Dhanbad-IV by letter No. 1/117/88E-2 dated 25.04.1988 issued a notice to the General Manager, Pootkee Balihari Area and the management submitted its reply dated 13.05.1988 and another reply on 06.10.1988 and further by letter dated 27.03.1989 explained the correct position with regard to these contractor workers and prayed for closing of the proceeding. Since the date of application till the end before the A.L.C. (Central), Dhanbad the record of A.L.C. (C) of this case would show that this dispute changed many hands as far as the representation of the contractor workers is concerned from (i) R.C.M.S. (ii) Labour Suppliers (iii) M.M.J. whose representative Mr. P. Jha appeared and lastly Mr. Banke Babu of R.C.M.S. appeared and all these clearly show that the dispute has not been raised by any competent person. Out of the 469 persons quoted in the Annexure to the Notification, only 93 Contractor workers had worked in coal raising while during trench cutting to isolate the fire from railway track, coal stock and they were paid departmentally and the remaining 376 workers named in the Annexure to the Notification have not worked at all. The above job lasted only for 4/5 weeks and they were purely temporary in nature. It is further submitted that serial no. 283 and 284 of the Annexure contain no names. 31 out of 93 workers who had put

in the maximum attendances were considered for formation of a co-operative during 1983 on the basis of representation made by the Colliery Karamchari Sangh before the Director (Personnel). In the year 1986 there was shortage of Miners and Loaders the management took a fresh decision in consultation with Central Trade Unions which was circulated vide Director (Personnel) letter No. D (P)/PS/2649-949 dated 8/9.05.1986 to raise the strength of Miner/Loaders and the management considered the case of 27 persons out of 93 persons who had put in 100 days of attendance as against norm of 190 days of attendance and they were taken in employment under BCCL. It was submitted before the A.L.C. (C) by the Personnel Manager by his letter dated 27.03.1989 that on the basis of existing workers their cases were once considered in 1983 and then again in 1987 while treating these workers under these two above schemes, the management erroneously relaxed the norms and that there was no further rules for considering their cases under any scheme. By that letter he has also submitted to the A.L.C. (C) that the workers representatives had fabricated and forged the wage sheets for 10 weeks produced before him. These irregularities were also pointed out by the management's representative during discussions with A.L.C. (C). It was also clarified in that letter that the actual calendar year for the year 1973 was examined and it was found that there was no such week ending and in the light of the above, A.L.C. (C) was requested to reject the demand. On receiving the report of the A.L.C. (C), Dhanbad the Central Government after considering the said dispute had declined adjudication vide letter dated 16.02.1990. The said decision is quoted in the Ministry order which has resulted in this reference. It clearly shows that the Central Government later on after reconsidering the matter has referred the said dispute to this Tribunal for adjudication although the case had no merit earlier as per its own decision. It has further been submitted that there was no employer employee relationship with even these 93 workers who were contractor workers. Their direct connection with the management arose when all of a sudden coal was struck while during trench cutting to isolate the railway track and for this temporary period they were paid their dues directly. The employer employee relationship never existed between the management and so called workmen in question at any point of time and therefore they cannot demand any regularisation in the service of BCCL. Except the 93 workers quoted above all other workers are bogus one making a claim to enter in the service of BCCL which is illegal, false and baseless. There is already surplus manpower in the BCCL and BCCL is to provide work to them and the management of BCCL has no legal obligation or moral duty to provide job to contractor workers. The BCCL being a Govt. of India undertaking, there is an appointment procedure prescribed for the same. Now as regards the rejoinder the management has stated that the contents of Para 1 of the W/S of the workmen are not denied as they are terms of reference. In reply to the contents of Para 2 of the W/S of the workmen it is stated that the demand of 469 workers for regularization is allegedly based on work performed by these workers during the period 72-73 and 74 under contractor Lakhan Polai and an industrial dispute was raised before A.L.C. (C) as late as in 1988 after lapse of 14 years and so the management is not expected to keep any record under any law for contractor workers if any for such a long time under any law applicable to mines and as such the management has no records of the same for O.B. removal by contractor Lakhan Polai. It is also denied that there was any quarry like T.C. quarry No. 16 of Pootkee Balihari Colliery for the purpose of mining coal. As stated in the W/S a trench to isolate the fire from the railway track was required to be done and the job was executed through the contractor and there was no employer employee relationship between the management and the contractors. It is denied that any of such workers were employed during 1972, 1973 and 1974 and they completed the requisite statutory attendances. Only 93 workers among the list were employed for 4 to 5 weeks. In reply to the contents of Para 3, 4 and 5 of the W/S of the workmen it is stated that the question of payment of retrenchment compensation under section 25F of the Industrial Dispute Act, quarterly bonus, leave and sickness benefits to the contractor workers who work for 4 to 5 weeks by the management does not arise at all. The workers employed by contractors in pursuance of the contract given by the employer, are always paid by the contractors who after completion of the work do not employ such workers unless they have other contracts to fulfil. In reply to the contents of Para 6 & 7 of the W/S of the workmen it is stated that the same are denied being false and incorrect. It is not for the principal employer to certify that the work of the contractor's workmen were satisfactory. The principal employer duty is only to see that the contract given to the contractors are properly executed by him. In reply to the contents of Para 8 of the W/S of the workmen it is stated that the management never stopped the work of 93 workers named in the list nor any of other workers and the management is not concerned or responsible under any law for providing employment to the contractor workers. The contents of Para 9 and 10 of the W/S of the workmen are denied as false and incorrect. In reply to the contents of Para 11 of the W/S of the workmen it is stated that it is for the workmen to produce the letters to this court they have done so. In reply to the contents of Para 12 of the W/S of the workmen it is stated that the industrial dispute was raised after 14 years which itself proves that it is a bogus dispute raised by the workmen to induct bogus workers in the service of BCCL. Now as regards the contents of Para 13 and 14 of the W/S of the workmen it is stated that the demand for regularisation in the service of BCCL is unjustified, false and baseless and the demand of the workmen to be reinstated with full back wages and other benefits are unjustified, baseless and contrary to the facts of the case stated in the written statement. In view of the above facts and circumstances the reference made by the Central Government is not maintainable under the Industrial Dispute Act and it was prayed to decide its maintainability first as preliminary issue. All other allegations are contrary to the above facts and are denied and lastly it was prayed to pass the award holding that the demand of 469 contractor workmen shown in the Annexure to be treated as employees and for regularization in the service of M/s. BCCL is unjustified and they are not entitled to any relief.

5. After written statement was filed on behalf of the management, the workmen filed rejoinder on 27.01.1993 submitting therein that the contention made in Para 1 of the W/S of the management is matter of record and is admitted to that extent. The submissions made in Para 2 and 3 are baseless and denied. The reference made by the Central Government is perfectly valid and the instant reference is an industrial dispute u/s 2(k) of the Industrial Dispute Act, 1947. The contention made in Para 4 is not correct. As a matter of fact the 469 workmen concerned had raised an industrial dispute, jointly and severally before the Assistant Labour Commissioner and Conciliation Officer (C), but had authorised to Sri Polai to represent and speak for them as it was not possible for all of them to attend the conciliation proceedings on the dates fixed from time to time. The contention made in Para 5 is a figment of imagination and is denied. Such pleas have been raised to confuse the issue. The workmen concerned were not the workmen of the contractor. The workmen used to work under the direct supervision and control of the management of the colliery. They had been engaged and employed for the work of Putkee Balihari Colliery. The contention made in Para 6 is not correct and is denied. In para 2 of page 2 of the charter of demands it was clearly and categorically mentioned that the workmen concerned have been retrenched without assigning any reason and fault of the workmen. Besides taking them for re-employment it is submitted that if a workmen is retrenched he is entitled to get re-employment under the law. The contention made in Para 7 and 8 is admitted as it is a matter of record. The contention made in Para 9 and 10 are not correct and denied. The employer which is a 'state' under Art.12 of the constitution has deliberately made a discrimination in the matters of employment under Art. 14 and Art. 16 of the constitution and violated the orders passed in the circular dated 09.05.1986. The concerned workmen had worked continuously and regularly. The contention made in Para 13 is not correct and denied. M/s. BCCL has not adopted either the English calendar month or the Indian solar/lunar month. BCCL has adopted months/weeks as it suits them and have scattered the same for the purpose of payment of wages to different categories. The contention made in Para 14 is not correct. The Central Government is free to make reference anytime even after refusal. The submissions made in Para 15 is not correct and is denied. The workmen were employed in over burden removal and cutting, raising and loading coal and were paid by the colliery itself. The submissions made in Para 16 is misconceived and not tenable. The demand of the workmen is perfectly justified. The contention made in Para 17 to 20 is not correct and denied. The BCCL has got surplus labour as alleged. The contention made in Para 21 is not correct. The employers can not deprive the workmen concerned of their legitimate claim. The contention made in Para 22 is not correct hence denied. It is not yet compulsory in India to recruit only the candidates sponsored by the Employment Exchange. The contentions and submissions made in Para 23 and 24 are not correct hence denied. The replies given by the employers in their rejoinder from Para 1 to Para 14 are incorrect hence denied and at last it was prayed that the demand of the workmen is fully justified and they should be re-employed with full back wages by passing award accordingly.

6. In support of their case the workmen have examined the following witnesses:-

WW-1 Ram Das

WW-2 Kaibal Das

WW-3 Nakul Das.

7. By way of documentary evidence the workmen have got exhibited copy of Failed Memorandum of settlement as Exhibit W-1 in support of their case.

8. On the other hand the management has examined the following witnesses:

MW-1 P.D. Sharma

MW-2 Ram Bachan Singh Yadav

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

10. The Ld. counsel for the workmen has submitted that workmen concerned have worked from the year 1973 to 1978 under the direct control of the management of Putkee Balihari Colliery under P.B. Area of M/s. BCCL and thus they are permanent workmen of the BCCL. Their attendance was marked by the authority of the said colliery and their work was permanent in nature. The concerned management was making payment to the workmen by pay clerk of the colliery. These workmen were working in the underground as Miner Loader and sometimes stone cutter. Thereafter the management regularised 27 workmen out of 469 workers and when the rest workmen protested the same demanding their regularization also, the management started making payment to them weekly at counter payment and later on stopped their work and retrenched them. The management violated the provisions of section 25 F of the I.D. Act, 1947 by not giving any prior notice of retrenchment. They were also not paid compensation and other benefits at the time of retrenchment and therefore the union raised the industrial dispute before the A.L.C demanding to treat all the workmen as employees of the BCCL and regularize their services but conciliation failed and therefore the matter came before this Tribunal under reference. It was prayed to regularize the concerned workmen in the services of the BCCL with full back wages and other benefits.

11. On the other hand the Ld. Counsel for the management has submitted that out of 469 workmen quoted in the Annexure to the notification, only 93 contractor workers had worked in coal raising while during trench cutting to isolate the fire from railway track, coal stock and they were paid departmentally and the remaining 376 workers named in the Annexure to the notification had not worked at all. The listed 93 contract workers had worked only for 4/5 weeks and they were purely temporary in nature. Only 31 out of 93 workers who had put in the maximum attendances, were considered for formation of a co-operative during 1983 on the basis of representation made by the Colliery Karamchari Sangh. In the year 1986 there was shortage of Miners and Loaders so the management took a fresh decision in consultation with Central Trade Unions on 8/9.5.1986 to raise the strength of Miner/Loaders and the management considered the case of 27 persons out of 93 persons who had put in 100 days of attendance and they were taken in employment of BCCL. It was further submitted that the workers in question are contract workers and there is no employer employee relationship between the management and the workers and therefore there is no question of any regularization of the workmen in the services of the BCCL and lastly it was prayed to reject the reference as well as claim of the workers for their regularization under BCCL.

12. **ISSUE**

Whether the demand that the 469 contractor workers shown in the annexure be treated as employees and regularised in the service of M/s. Bharat Coking Coal Ltd. is justified? If so, to what relief are the concerned persons entitled to?"

13. As regards the oral evidence adduced from the side of the workmen in support of their case, WW-1 Ram Das who is also a concerned workman, has deposed in his examination-in-chief on affidavit that they were permanent workmen of Pootkee/Balihari Colliery presently under the P.B. Area of M/s. BCCL and they had been working the jobs of underground M/Loaders at 16 Quarry (TC) as OBR under direct control and supervision of the management continued from 1972 to 1978 and put more than 190 days attendance in UG Mines and thereafter from 1983 to 1986 in each calendar year. The nomenclature of jobs assignment performed by them was permanent, perennial and prohibited jobs which they were doing continuously. The management made payment to them weekly at counter payment by Pay Clerk of the colliery on putting signatures/L.T.I. but when they started making demand of their regularization with designation and proper pay scale, the management started to make payment of their wages through one intermediary which was sham & camouflage and on protest, the management stopped their duty and retrenched them without any notice and since then they are without employment and deprived of their livelihood. Their sponsoring union and management arrived settlement in respect of their regularization in the service on 07.05.1987 and out of 469 concerned workmen, only 27 were regularized and so their demand for regularization in service like those of 27, are bonafide and justified. He has also brought on record the settlement dated 07.05.1987 marked as Exhibit W-1 but in cross-examination he has very clearly admitted that his contractor was Lakhan Polai and no letter of appointment was given to him. He had not given any identity card to this witness. He has got no appointment letter from BCCL. There is also no pay slip from the BCCL and BCCL has not given any identity card and furthermore he has stated that he has no knowledge about the affidavit.

Like wise on perusal of the affidavit examination- in- chief of WW-2 Kaibal Das and WW-3 Nakul Das it is evident that these are nothing but carbon copies of the affidavit examination in chief of WW-1 and in cross-examination WW-2 has admitted that he cannot say what is written in the affidavit. In the same way WW-3 Nakul Das has stated in his cross- examination that Lakhan Polai was his contractor. He has got no paper from Lakhan Polai about his appointment. He was given identity card by Lakhan Polai and Lakhan Polai was making payment to him after taking L.T.I.

14. Thus after perusal of the oral testimony of the witnesses examined from the side of the workmen it is evident that they were working under the contractor Lakhan Polai and he was making payment of wages to them after taking their LTI and no appointment letter or pay slip or identity card was ever issued to them from BCCL and though they have claimed in their respective examinations- in- chief that they were permanent workmen of Putkee Balihari Colliery presently under P.B. Area of M/s. BCCL but they have failed to produce any appointment letter or pay slip or identity card or any other document by way of documentary evidence issued from BCCL, to prove their claim that they were the permanent workmen of Putkee Balihari Colliery under P.B. Area of M/s. BCCL or they were working under the direct control and supervision of the BCCL. Rather the evidence emerged during cross-examination of workmen witnesses establish that they were working under the contractor Lakhan Polai and were also being paid their wages by him on taking their LTIs and thus they were the contractor employees and not of that of the BCCL.

15. Now as regards Exhibit W-1 which is copy of Memorandum of Settlement arrived at under Section 12(3) of the Industrial Dispute Act, 1947 between the management of Putkee Balihari Area of M/s. BCCL and their workmen represented by the Secretary, Dhanbad Colliery Karamchari Sangh on 07.05.1987, on its perusal it transpires that the conciliation for taking the workmen in the employment ended in failure and therefore, it cannot be of any help to the workmen and most importantly, where the conciliation fails, the discussions, proposals, admissions and suggestions made during the conciliation process being considered confidential, cannot be used as evidence in subsequent judicial proceedings and this rule protects open communications and encourages settlement by ensuring that parties

do not fear that their words will be used against them later. For this reason also this document can not be read in favour of the workmen.

16. Now as regards the evidence adduced from the side of the management, on perusal of the oral testimony of MW-1 P.D. Sharma it transpires that he has not been cross-examined and therefore the facts stated in his examination-in-chief have no evidentiary value. MW-2 Ram Bachan Singh Yadav who was working as Senior Survey Officer at Putki Colliery, has deposed that there was a railway line at Putki Colliery and fire broke near the same. A drain was cut by the side of the railway line to separate the railway line and this work was continued for one and half week and they engaged about 80-90 workers for doing the job and he has further stated that it is not a fact that 468 workers were engaged for the above job and in the cross-examination he has stated that it is not a fact that the workers were working underground from 1972 to 1978 continuously but it further appears that he has no knowledge that the workmen worked at Putki Colliery. He has also no knowledge regarding regularization of 27 persons. Thus it appears that this witness does not have complete knowledge regarding the facts and circumstances of this case.

17. Thus on the basis of the above facts, circumstances and discussions of evidence available on case record this Tribunal finds and holds that the workmen have failed to prove their case that they were the employees of M/s. BCCL and they were working under its direct control and supervision and so the demand that the 469 contractor workers shown in the annexure be treated as employees and regularized in the service of M/s. BCCL is not justified and so the concerned persons are held not entitled to any relief. This reference is answered accordingly.

Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और इन्शुरन्स कारपोरेशन एम्प्लाइज यूनियन (एआईआईईए) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.-35/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. एल-17011/02/2023-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1741.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 35/2023**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Insurance Corporation Employees Union (AIEEA)** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. L-17011/02/2023-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 35/2023

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 09-09-2025

Insurance Corporation Employees Union (AIEEA),

Salem Divisional,

C/o LIC of India, Divisional Office,

Jeevanprakash, Johnsonpet,

Salem-636 007

:

1st Party/Petitioner

AND

The Management,

LIC of India,

Divisional Office-Jeevan Praakash,

Johnsonpet,

Salem-636 007.

: 2nd Party / Respondent**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. L-17011/02/2023-IR(M) dated 11.04.2023 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the claim of the Insurance Corporation Employees Union (AIEA) vide letter dated 11.05.2018 to the management of LIC of India, Salem that the domestic inquiry conducted by the management of LIC of India, Salem against Sh. R. Varadachari is vitiated for want of the principle of natural justice and consequent imposition of penalty of reduction by ten stages in the timescale of pay applicable to Shri R. Varadachari is liable to be set aside is proper, legal and justified? If yes, to what relief the disputant is entitled and what directions, if any are necessary in the matter?”

2. On receipt of the above reference dated 11.04.2023 from the appropriate Government, the dispute was registered as ID No. 35/2023 and due notices were issued to both the parties for their appearance fixing the case to 18.07.2023. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournment to 12.09.2023. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 11.04.2023 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 01.07.2025, 07.08.2025 and 09.09.2025. The Petitioner did not turn up nor were any authorized representatives of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. The Respondent represented on 01.07.2025, 07.08.2025 and 09.09.2025. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

4. In view of the discussion held supra, it is crystal clear that the petitioner has got no interest to proceed with the case. Thus, in the result the reference is answered against the petitioner.

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1742.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या 115/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/09/2025 को प्राप्त हुआ था।

[सं. एल-20012/145/2003-आईआर (सी एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 26th September, 2025

S.O. 1742.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 115/2003**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-1** as shown in the Annexure, in the industrial dispute between the Management of **C.C.L. and their workmen** received by the Central Government on **26/09/2025**

[No. L-20012/145/2003- IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**

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

Reference Case No. 115/2003**Parties:**

Employer in relation to the management of Govindpur
Project of M/s. CCL, Bokaro Thermal, Bokaro
AND
Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 16/09/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/145/2003-IR(C-I) dated 10/11/2003 has been pleased to refer the following dispute between the employer i.e. management of Govindpur Project of M/s. CCL, Bokaro and their workman through Area Secretary, U.C.W.U, Govindpur Project, Bokaro for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Govindpur Colliery of M/s C.C.Ltd to dismiss Sri Suresh Chouhan from service w.e.f. 27.10.01 is justified? If not, to what relief is the workman concerned entitled?”

2. On receiving order no. L-20012/145/2003-IR(C-I) dated 10/11/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 115 of 2003 was registered on 24.11.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2006 this case was put up after a long gap on 17.09.2021 and registered notices were issued to both the parties but workman/union did not appear before this Tribunal. However Sri D.K. Verma, Ld. Advocate on behalf of the management appeared. Thereafter again regd. notice was sent to workman/union on 06.06.2025 and the same was returned with endorsement “लेने से इंकार तथा वापस” and workman/union did not appear since the year 2021 which shows that workman/union has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

4. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1743.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या 218/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/09/2025 को प्राप्त हुआ था।

[सं. एल-20012/365/2001-आईआर (सी एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 26th September, 2025

S.O. 1743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 218/2001**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-1** as shown in the Annexure, in the industrial dispute between the Management of **E.C.L.** and **their workmen** received by the Central Government on **26/09/2025**

[No. L-20012/365/2001- IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 218/2001

Parties:

Employer in relation to the management of Mugma Area

Of M/s. E.C.L., Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 16/09/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/365/2001-(C-I) dated 24/09/2001 has been pleased to refer the following dispute between the employer i.e. management of Mugma Area of E.C.L., Dhanbad and their workman through Secretary, Bihar Colliery Kamgar Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of M/s ECL in not regularising S/Sri Dhananjay Pandey, Karu Tanty and Ramji Mahato in Tech. Grade-F from 1994 is fair and justified? If not, to what relief are the concerned workmen entitled?”

2. On receiving order no. L-20012/365/2001-(C-I) dated 24/09/2001 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 218 of 2001 was registered on 01.11.2001 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of regd. notice, written statement has been filed by Sri K. Chakraborty, Ld. Advocate on behalf of the workmen on 17.12.2003 and thereafter failed to appear before this Tribunal. Sri D.K. Verma, Ld. Advocate appeared from the side of the management and filed his letter of authority on 16.11.2004. It further transpires that the case record was put up after a long gap on 10.09.2021 and registered notices were sent to both the parties but no step was taken from the side of the workmen. Whereas Sri D.K. Verma, Ld. Advocate appeared from the side of the management but the workmen never appeared before the Tribunal after 17.12.2003.

4. On perusal of the entire case record it is transpires that the workmen never appeared before this Tribunal for a period of 22 years which shows that the workmen have lost their interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1744.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या 102/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/09/2025 को प्राप्त हुआ था।

[सं. एल-20012/441/1999-आईआर (सी एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 26th September, 2025

S.O. 1744.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 102/2000**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-1** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**, and **their workmen** received by the Central Government on **26/09/2025**

[No. L-20012/441/1999- IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 102/2000

Parties:

Employer in relation to the management of Bararee

Colliery of M/s. BCCL, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 16/09/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/441/1999-IR(C-I) dated 03/02/2000 has been pleased to refer the following dispute between the

employer i.e. management of Bararee Colliery of M/s. BCCL, Dhanbad and their workman through Secretary, Jharkhand Janta Mazdoor Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the demand of the union for employment of dependent of Late Gorelal Tante from the mgt. of Bararee Colly. of M/s. BCCL under para 9.4.2 of the NCWA IV is justified? If not, what relief the workman is entitled to?”

2. On receiving order no. L-20012/441/1999-IR(C-I) dated 03/02/2000 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 102 of 2000 was registered on 23.02.2000 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2006 this case was put up after a long gap on 04.02.2019 and registered notices were issued to both the parties and both parties appeared till 01.07.2022 and thereafter workman/union failed to appear before this Tribunal. However Sri D.K. Verma, Ld. Advocate for the management appeared. It transpires from the case record that workman/union failed to appear before the Tribunal after 01.07.2022 which shows that workman/union has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

4. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1745.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या 81/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/09/2025 को प्राप्त हुआ था।

[सं. एल-20012/225/2003-आईआर (सी एस-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 26th September, 2025

S.O. 1745.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 81/2004**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-1** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen** received by the Central Government on **26/09/2025**

[No. L-20012/225/2003- IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 81/2004

Parties:

Employer in relation to the management of Sijua
Area of M/s. BCCL, Sijua, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 16/09/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/225/2003-IR(C-I) dated 17/12/2003 has been pleased to refer the following dispute between the employer i.e. management of Sijua Area of M/s. BCCL, Dhanbad and their workman through Secretary, Rashtriya Colliery Mazdoor Sangh, Loyabad Coke Plant, Sijua, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the demand of RCMS from the management of Loyabad Coke Plant of M/s BCCL for regularising Sri Rajeshwar Prasad as Attendance Clerk w.e.f. August, 1997 is justified? If so, to what relief is the concerned workman entitled?”

2. On receiving order no. L-20012/225/2003-IR(C-I) dated 17/12/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 81 of 2004 was registered on 01.01.2004 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2006 this case was put up after a long gap on 20.12.2021 and registered notices were issued to both the parties and the notice of the workman/union returned with endorsement “अधूरा पता है, पाने वाले व्यक्ति के नाम नहीं है इसलिए वापस”. However Sri D.K. Verma, Ld. Advocate on behalf of the management appeared but the workman/union did not appear since the year 2022 which shows that workman/union has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

4. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1746.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या 71/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/09/2025 को प्राप्त हुआ था।

[सं. एल-20012/153/2003-आईआर (सी एम-1)]

सलोनी, उप निदेशक/लिंग अधिकारी

New Delhi, the 26th September, 2025

S.O. 1746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 71/2004**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-1** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**, and **their workmen** received by the Central Government on **26/09/2025**.

[No. L-20012/153/2003– IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 71/2004

Parties:

Employer in relation to the management of Lodna

Colliery of M/s. BCCL, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 16/09/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/153/2003-IR(C-I) dated 02/07/2004 has been pleased to refer the following dispute between the employer i.e. management of Lodna Colliery of M/s. BCCL and their workman through Secretary, Bihar Colliery Kamgar Union, Hirapur, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“क्या बिहार कोलियरी कामगार यूनियन की भा को को लि, लोदना कोलियरी के प्रबंधतंत्र से माँग कि कर्मकार श्री सानू मल्लाह कि जन्म तारीख 11/7/92 दर्ज की जाए उचित है? यदि हाँ तो क्या प्रबंधतंत्र का उन्हें 1/7/2003 से सेवा निवृत्त किया जाना उचित एवं न्याय संगत है? यदि नहीं तो कर्मकार किस राहत के पात्र हैं?”

2. On receiving order no. L-20012/153/2003-IR(C-I) dated 02/07/2004 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 71 of 2004 was registered on 12.07.2004 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2006 this case was put up after a long gap on 20.12.2021 and registered notices were issued to both the parties but workman/union did not appear before this Tribunal. However Sri D.K. Verma, Ld. Advocate on behalf of the management appeared. It transpires from the case record that workman/union failed to appear before the Tribunal since the year 2022 which shows that workman/union has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

4. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1747.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **बी सी सी एल** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या **65/2006**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **26/09/2025** को प्राप्त हुआ था।

[सं. एल-20012/215/2005-आईआर (सी एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 26th September, 2025

S.O. 1747.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 65/2006**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-1** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**, and **their workmen** received by the Central Government on **26/09/2025**.

[No. L-20012/215/2005- IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.**Reference Case No. 65/2006****Parties:**

Employers in relation to the management of Lodna

Colliery of M/s. BCCL, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 16/09/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub -section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/215/2005-(IR(CM-I)) dated 12/06/2006 has been pleased to refer the following dispute between the employer i.e. management of Lodna Colliery of M/s. BCCL, Dhanbad and their workman through Secretary, Koyla Ispat Mazdoor Panchayat, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of BCCL, Lodna Colliery, in not giving employment to Sh. Ganga Sagar Bhuia son of Late Somari Bhuini, workman, under the provisions of NCWA just, fair & legal? If not, to what relief is the said Sh. Ganga Sagar Bhuia entitled?”

2. On receiving order no. L-20012/215/2005 (IR(CM-I)) dated 12/06/2006 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 65 of 2006 was registered on 12.07.2006 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After issuance of regd. notice, written statement has been filed by Sri S.C. Gour, Ld. Advocate on behalf of the workman on 12.07.2006 and Sri D.K. Verma, Ld. Advocate appeared from the side of the management and filed his letter of authority on 01.06.2007 thereafter both parties appeared till 27.08.2007. It further transpires that the case record was put up after a long gap on 20.12.2021 and registered notices were sent to both the parties but no step was taken from the side of the workman. Whereas Sri D.K. Verma, Ld. Advocate appeared from the side of the management on 14.03.2022 and filed written statement cum rejoinder but the workman failed to appear before the Tribunal. However Sri D.K. Verma, Ld. Advocate appeared for the management.

4. On perusal of the entire case record it is transpires that the workmen never appeared before this Tribunal since 2021 which shows that the workman has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1748.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी सी एल के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या 68/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/09/2025 को प्राप्त हुआ था।

[सं. एल-20012/75/2004-आईआर (सी एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 26th September, 2025

S.O. 1748.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 68/2004**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-1** as shown in the Annexure, in the industrial dispute between the Management of **C.C.L.** and **their workmen** received by the Central Government on 26/09/2025

[No. L-20012/75/2004- IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

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

Reference Case No. 68/2004

Parties:

Govindpur Project of M/s. CCL, Bokaro Thermal, Bokaro

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 16/09/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-20012/75/2004-IR(C-I) dated 02/07/2004 has been pleased to refer the following dispute between the employer i.e. management of Govindpur Project of M/s. CCL, Bokaro and their workman through Area Secretary, U.C.W.U, Bokaro Thermal, Bokaro for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Govindpur Project of M/s C.C.Ltd. to terminate the services of Shri Puran Manjhi, P.R.W. from the company w.e.f. 4.3.99 is just, fair & legal? If not, to what relief is the workman entitled?”

2. On receiving order no. L-20012/75/2004-IR(C-I) dated 02/07/2004 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 68 of 2004 was registered on 12.07.2004 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2006 this case was put up after a long gap on 20.12.2021 and registered notices were issued to both the parties but workman/union did not appear before this Tribunal. However Sri D.K. Verma, Ld. Advocate on behalf of the management appeared. It transpires from the case record that workman/union failed to appear before the Tribunal since the year 2021 which shows that workman/union has lost his interest in this case and therefore, this Tribunal is of the opinion that the case deserves to be dismissed due to non prosecution.

4. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1749.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-1 के पंचाट (संदर्भ संख्या 04/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/09/2025 को प्राप्त हुआ था।

[सं. एल-20012/10/2018-आईआर (सी एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 26th September, 2025

S.O. 1749.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2018) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-1** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**, and **their workmen** received by the Central Government on 26/09/2025.

[No. L-20012/10/2018- IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

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

Reference Case No. 04/2018**Parties:**

Employers in relation to the management of Bhuli Town

Administration of M/s. BCCL, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri Ganesh Prasad, Ld. Advocate.

For the workman :- Sri Pradeep Kumar Singh, Representative

State : Jharkhand.

Industry:-Coal

Dated 16/09/2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No. L-20012/10/2018 (IR(CM-I)) dated 26/03/2018 has been pleased to refer the following dispute between the employer i.e. management of Bhuli Town Administration of M/s. BCCL, Dhanbad and their workman through General Secretary, Jharkhand Janta Mazdoor Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the issue of regularization of services can be considered as a dispute under ID Act? If yes, whether the action of the Management of Bhuli Town Administration of M/s BCCL for not regularizing the services of Shri Santosh Balmiki to the post of Driver, is fair and justified ? If not, what relief he is entitled to and from which date?”

2. On receiving order no. L-20012/10/2018 (IR(CM-I)) dated 26/03/2018 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 04 of 2018 was registered on 09.04.2018 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents in support of their claims and the witnesses.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 10.03.2021 workman/union failed to appear before this Tribunal. However Sri Ganesh Prasad, Ld. Advocate for the management appeared. Though on 08.07.2025 Sri Pradeep Kumar Singh, Secretary of J.J.M.U for the workman/union appeared and filed a petition stating therein that the concerned workman of the above mentioned reference case is not alive to contest the above reference case and requested to close the case as he is not interested to contest the same.

4. On perusal of the entire case record it transpires that the union who is the aggrieved party, has himself filed a petition dated 08.07.2025 with a prayer to close his case. As now he is not interested to contest this case, his prayer is allowed and accordingly this case is hereby dismissed as withdrawn and it is further ordered that “No Dispute Award” be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1750.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स डालमिया मैग्नेसाइट कार्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और मैग्नेसाइट लेबर यूनियन (सीआईटीयू); मैग्नेसाइट नेशनल लेबर यूनियन (INTUC); मैग्नेसाइट थोझिलालर मुनेत्र संगम; श्रमिक प्रगति संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.-25/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. एल-29011/16/2021-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1750.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Dalmia Magnesite Corp. Ltd. and Magnesite Labour Union (CITU); Magnesite National Labour Union (INTUC); Magnesite Thozhilalar Munnetra Sangam; Labour Progression Union** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. L-29011/16/2021-IR(M)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 25/2021

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 09-09-2025

- 1.The General Secretary,
Salem Distt. Magnesite Labour Union (CITU),
237, Tharamangalam Road,
Old Suramangalam,
Salem-636 005 :: 1st Party/1st Petitioner
- 2.The General Secretary,
Magnesite National Labour Union (INTUC)
No.52, Subbarayan Road, Salem-636 001 :: 1st Party/2nd Petitioner
- 3.The General Secretary,
Magnesite Thozhilalar Munnetra Sangam,
Vellakalpatti Post, Salem – 636 001. :: 1st Party/3rd Petitioner
- 4.The General Secretary,
Labour Progression Union,
Kalaingarangam,
No.25, Thiagaraya Street, North Usman Road,
Thiagaraya Nagar, Chennai
Tamil Nadu-600 017. :: 1st Party/4th Petitioner

AND

The President,
The General Manager,
M/s Dalmia Magnesite Corp. Ltd.,
Karuppur, Salem-636 005 : 2nd Party / Respondent

Appearance:

For the 1st Party/Petitioner : M/s V. Ajoy Khose,
 For the 2nd Party/Petitioner : M/s C.S. Monica,
 For the 3rd Party/Petitioner : M/s Jayachandran,
 For the 4th Party/Petitioner : None,
 For the Respondent : M/s S. Ramasubramaniam
 and Associates

Award

The Central Government, Ministry of Labour & Employment vide its Order No. L-29011/16/2021-IR(M) dated 16.08.2021 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of M/s Dalmia Magnesite Corporation, Salem in not increasing the wages of its worker is legal and justified? If not, as to what relief the workers are entitled to?”

2. On receipt of the above reference dated 16.08.2021 from the appropriate Government, the dispute was registered as ID No. 25/2021 and due notices were issued to both the parties for their appearance fixing the case to 30.09.2021.

3. The ID called out. Petitioners not present. Respondent present by Counsel and he stated that the settlement taken place between the parties. Copy of the settlement on the record petitioners not denies the assistant the settlement. His absence of petitioner also proofs the execution of settlement between him and respondent.

4. As per settlement the Respondent / Management agrees to pay the wages and allowances to the petitioner. Hence this petition is decided in the terms of settlement.

5. Taking into consideration the above facts, in my view, as the Industrial dispute was already resolved between the parties by way of settlement.

The reference is answered accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1751.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओएनजीसी लिमिटेड; मेसर्स वी. नारायणमूर्ति के प्रबंधन के संबद्ध नियोजकों और ओएनजीसी भारी वाहन चालक; ओएनजीसी कावेरी परियोजना चालक; ओएनजीसी कावेरी पदुगई कनारागा वाहन टैंकर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.-10/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-139]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1751.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 10/2024) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **ONGC Ltd; M/s V. Narayanamurthy and ONGC Heavy Vehicle Driver; ONGC Cauvery Project Driver; ONGC Cauvery Padugai Kanaraga Vahana Tanker** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. Z-16025/04/2025-IR(M)-139]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 10/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 16-09-2025

The Secretary,

ONGC Heavy Vehicle Driver,

Crane Operator and Slinger Association,

No.44, Bypass Road,

Tiruvapur-610 001.

:

1st Party/1st Petitioner

The General Secretary,
ONGC Cauvery Project Drivers,
Cleaners, Crane Operators,
Slingers & Other Employees Union,
No.2, Ariyapathra Pillai Street,
Nagapattinam

: 1st Party/2nd Petitioner

The General Secretary,
ONGC Cauvery Padugai Kanaraga Vahana
Tanker, Tempo Car, Ambulance Driver,
Cleaner and Podhu Thozhillargal Sangam,
Karaikal-Nagai-Thiruvapur, Main Road,
Moorthy Thope, Menangudi Post,
Thiruvapur-609 608.

: 1st Party/3rd Petitioner

AND

The General Manager,
ONGC Ltd., Cauvery Asset,
Karaikal- 609 604

: 2nd Party / 1st Respondent

M/s V. Narayanamurthy,
Rep. by its partner,

13-5-47/1, Canal Road, Palakol

: 2nd Party / 2nd Respondent

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 24(56)/2023-IR dated 01.02.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of M/s V. Narayanamurthy, Contractor of ONGC, Cauvery Asset, Karaikal, in retrenching the under mentioned twenty six (26) without complying the provisions of Section 25-F of Industrial Disputes Act 1947 is legal and justified in the eye of law or not? If not, what relief the workmen are entitled to?”

S.No. Name of the Workman

- 01 J. Arulraj
- 02 N. Kannan
- 03 Mohan
- 04 Kumar
- 05 Kalyanasundaram
- 06 D. Antronyamy
- 07 T. Ayyar (D.Ayyar)
- 08 K. Thangam
- 09 A. Anbalagan
- 10 P. Gunasekar
- 11 K. Ramesh
- 12 R.Manoharan
- 13 S. Viswanathan
- 14 N. Saminathan

- 15 M. Gowthan
- 16 U. Chandrasekar
- 17 S.P. Devaraj
- 18 K. Suresh
- 19 S. Sasikumar
- 20 R.Pasupathi
- 21 V.Bhaskaran
- 22 M.Ramalingam
- 23 K.N. Sundaram
- 24 R.Sakhivel
- 25 S. Robertklive
- 26 G.Sarabooji

2. On receipt of the above reference dated 01.02.2024 from the appropriate Government, the dispute was registered as ID No. 10/2024 and due notices were issued to both the parties for their appearance fixing the case to 01.05.2024. Neither the Petitioners nor any Counsel / Authorized Representatives turned up resulting further adjournment to 01.05.2024. The Petitioners did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 01.02.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioners and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioners were once again directed to appear and to file claim statement fixing the case to 29.07.2025 and 16.09.2025. The Petitioners did not turn up nor were any authorized representatives of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioners. The Respondent No.1 represented on 01.05.2024, 29.07.2025 and 16.09.2025. It reveals the Petitioners, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

4. In view of the discussion held supra, it is crystal clear that the petitioners have got no interest to proceed with the case. Thus, in the result the reference is answered against the petitioners.

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1752.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध में संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेंस नं.-20/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. एल-30011/15/2019-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1752.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 20/2019**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hindustan Petroleum Corporation Ltd.** and **Their Workmen** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No L-30011/15/2019-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present

JUSTICE ANIL KUMAR

Presiding Officer

REFERENCE NO.CGIT-1/20 of 2019**Parties:** Employers in relation to the management of

Hindustan Petroleum Corporation Ltd.

And

Their workmen

Appearances:

For the first party Management : Mrs.Deepika Agrawal, Adv.

For the second party workmen : Absent.

State : Maharashtra

Mumbai, dated the 13th day of August, 2025.**AWARD**

1. The present reference has been made by the Central Government by its order dated 27.05.2019 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether Bhartiya Kamgar Karmachari Mahasangh, Mumbai has locus standi to raise industrial dispute under ID Act 1947 in favour of 22 contract labours against Hindustan Petroleum Corporation Ltd., Mumbai?

If yes, whether ‘industrial dispute raised by Bhartiya Kamgar Karmachari Mahasangh in favour of 22 contract labours (list attached) for getting permanent status in the establishment of Principal Employer i.e. Hindustan Petroleum Corporation Ltd., Mumbai is proper, legal and justified? If so, to what relief they are entitled to?’ What directions, if any, are necessary in the matter?”

And the parties to the reference are as follows:

1. **The Presiding Officer, Central Govt. Industrial Tribunal-cum-Labour Court No.1, Shram Raksha Bhawan, Shivrushti Road, Opp. Priyadarshini, Off Eastern Express Highway, Sion, Mumbai-400022**
2. **The Chief Manager, M/s Hindustan Petroleum Corporation Limited, B.D.Patil Marg, Village-Gavanpada, Chembur, Mumbai – 400074.**
3. **The General Secretary, Bhartiya Kamgar Karmachari Prarthana Samaj, Girgaon, Mumbai, Pin Code – 400004.**

In response to the reference dated 27.5.2019 present ID case has been filed and the parties are as under:

BETWEEN

Hindustan Petroleum Corporation Ltd, B D Patil Marg, Village Gawanpada Chembur, Mumbai – 400074 --- First Party Employer

AND

Their Workmen represented by Petroleum Employees Association, Tel- Rasayan Bhavan, Tilak Road, Dadar (East), Mumbai – 400014Second Party Workmen

Mrs.Deepika Agrawal, learned counsel for the applicant raised a preliminary objection that the parties made in the claim petition by the second party/workmen not in accordance with the reference so the same is not maintainable and liable to be dismissed on this ground. In support of her arguments she placed reliance on the following judgment.

1. Delhi Cloth Mills & General Mills Co. Ltd vs. Workmen AIR 1967 SC 469
2. Pottery Mazdoor Panchayat vs. Perfect Pottery Co. Ltd. AIR 1979 SC 1356.

3. Syndicate Bank Ltd vs. workmen AIR 1966 SC 1189.

Accordingly, she submits that the present ID case filed by the second party workmen is liable to be dismissed.

I have heard the learned counsel for the first party. Gone through record as well as judgments cited by her.

In spite of notice none appeared on behalf of workmen.

Accordingly taking into objection taken by Mrs. Deepika Agrawal that the statement of claim filed by the second party workmen is not as per the terms of reference dated 27.05.2019 i.e. parties to the claim petition is not in accordance to the reference.

Thus, keeping in view the said facts and taking into consideration the position of law that this Tribunal cannot go beyond the terms of reference, i.e. not enlarge the terms of reference and as per law cited by the learned counsel for respondent. The present ID case is dismissed as not maintainable as the same is not accordance with terms of the reference dated 27.05.2019.

Award passed accordingly.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1753.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीपीसीएल; श्री रिक्का राम गोपाल के प्रबंधतंत्र के संबद्ध नियोजकों और श्री एस. राजा महेश; श्री ईडीवीएस नायडू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-155/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-140]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1753.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 155/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **BPCL; Sri Rikka Rama Gopal and Sri S. Raja Mahesh; Sri EDVS Naidu** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. Z-16025/04/2025-IR(M)-140]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 28th day of August, 2025

INDUSTRIAL DISPUTE No. 155/2025

Between:

1. Sri S. Raja Mahesh,
4-24, Yelamanchili, Anakapalli,
AP-531055.

2. Sri EDVS Naidu, 4-24,
Yelamanchili, Anakapalli,
AP-531055.

.....Petitioner

AND

1. Sri Rikka Rama Gopal,
D.No. 12-19-14, Gayatri Street,
Yatakummaripalem Road,
Bheemunipatnam,
Visakhapatnam-531163.
2. The Associate Executive,
COCO-OSTS, Manager, BPCL,
Vizag Retail Territory, PB No. 213,
Near Naval Dockyard, Viskhapatnam-530014.

.....Respondent

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 8/16/2025-B1 dated 02.06.2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Sri Rikka Rama Gopal & BPCL and their workmen. The reference is,

SCHEDULE

“Whether the claim of the contract workmen namely Sri S. Raja Mahesh and Sri E D V S Naidu regarding illegal termination from the services by the management of M/s Rikka Rama Gopal, contractor of BPCL, COCO, Anakapalle without any documentary evidence of their employment with M/s Rikka Rama Gopal is justified? If yes, what relief the workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No 155/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite sufficient opportunity. It seems that petitioner is not interest in pursuing his case. Hence, In absence of claim statement ‘no-claim’ Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 28th day of August, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1754.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एपेक्स इन्फ्रालिंक लिमिटेड; मेसर्स एलएंडटी एनर्जी हाइड्रोकार्बन के प्रबंधन के संबंधित नियोजकों और श्री बुड्डाला रामय्या के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-143/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-141]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1754.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 143/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Apex Infralink Ltd; M/s L&T Energy Hydrocarbon** and **Shri Buddala Ramayya** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. Z-16025/04/2025-IR(M)-141]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 28th day of August, 2025

INDUSTRIAL DISPUTE No. 143/2025

Between:

Sri Buddala Ramayya,
D.No. 18-76-15, Nadupuru,
Pedagantyada, Post Office-Balcheruvu,
Visakhapatnam, AP-530044.

.....Petitioner

AND

1. M/s Apex Infralink Ltd.,
C/o HPCL Visakh Refinery,
Malkapuram, Visakhapatnam,
Andhra Pradesh-530011.
2. The Director,
M/s L&T Energy Hydrocarbon,
L&T House, N.M.Marg, Ballard
Estate, Mumbai-400001.

.....

Respondent

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 8/9/2025-B1 dated 21.03.2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s HPCL & other and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of M/s Apex Infralink Ltd., sub-contractor of M/s L&T Energy Hydrocarbon, Visakhapatnam in not paying the Notice Pay and two months idle wages in favour of Sri Buddala Ramayya is legal and justified? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No 143/2025 and notices were issued to the parties concerned.

3. Petitioner absent on the date fixed for filing of claim statement and documents. Despite sufficient opportunity. It seems that petitioner is not interested in pursuing his case. In absence of claim statement, a ‘no-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 28th day of August, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1755.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री दिनेश कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-19/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-143]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1755.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 19/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Shri Dinesh Kumar** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. Z-16025/04/2025-IR(M)-143]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.****I.D. No. 19/2021****Dinesh Kumar S/o Suresh Prasad,**

R/o Village Satani Sarai,

Post- Badhi Mathiya, Distt. Ballia.

.....Appellant**Versus****Chairman Central Office,**

Yogaksham, Jeevan Bima Marg,

Mumbai- 4000021

.....Respondent No.1**Senior Manager, North Central Sonal Office,**

Kanpur, L.I.C. Of India NC 2-2 M.

.....Respondent No.2**Senior Divisional Manager,**

L.I.C. Of India, Divisional Officer,

Jeevan Prakash Gouriganj,

Bhelupur, Varanasi.

.....Respondent No.3**Branch Manager, L.I.C. Of India,**

Branch Office Malgodam Road,

Ballia- 277011.

.....Respondent No.4**Branch Manager, L.I.C. Of India**

Branch Office Mall Godam Road, Ballia.

.....Respondent No.5**JUDGMENT**

Present I.D case has been filed by appellant Shri Dinesh Kumar, u/s 2A of the Industrial Disputes Act 1947, here an after referred as Act.

CASE OF WORKMAN

Learned counsel for the workman Shri D.P. Gupta, in brief submitted, the case of the workman as under:-

(a). Initially the workman was engaged as daily wager on the post of fourth class by the then senior Branch Manager L.I.C. of India Branch office, Ballia before 03.09.2005, but the new senior Branch manager despite of issuing experience certificate from 03.09.2005 accepted only from 25.10.2005, about working and functioning of the petitioner as daily wager intermittently till 02.06.2011, there after the appellant admittedly is working and functioning continuously as daily wager till date. The senior Branch manager L.I.C. Branch Ballia, issued experience certificate on 02.06.2011 stating therein that the appellant was working from 03.09.2005.

(b). He further submits that from the persual of working days and payment seat of the appellant available in the office of L.I.C. of India, Branch office-Ballia copy of which has been noted down by the appellant, it would be clear that the appellant was continuously working and functioning as daily wager employee in the office of L.I.C. of India Branch office Ballia since 03.09.2005 to 05.11.2019. It is further made clear that the service record of the appellant has not been provided by the respondents. But it is made clear that the appellant was working and functioning continuously as daily wager employee in the office of LIC of India, Branch office-Ballia till 5.11.2019, and the last salary had been paid to the appellant Rs.4,500/-on 1.11.2019. there after the appeal has worked as daily wager till 5.11.2019.

(c). After over as per the record available in the office of L.I.C. of India, Branch office-Ballia, it would be clear that the appellant is continuously working and functioning as daily wager employee at the rate of daily wages which was being paid collectively at the end of month total Rs.4850 + 880 and thereafter in the year of 2018 the salary of the petitioner was being paid Rs.4500/-per month. it is further made clear that in some month if other works taken by the officers then, for which the wages are being paid more than Rs.4850/- and in some month due to leave are illness the monthly w ages are being paid according to his working days less than Rs.4850/-

On behalf of appellant it has also been submitted that he has having education upto graduation and is fully entitled for being regularized under the regularization scheme and till the regularization, the appellant is entitled for minimum pay scale per month of the regular fourth class employee of the L.I.C of india, according to law laid down by the **Hon'ble supreme court in the case of State of Punjab and others Vs. Jagjit Singh and others reported as 2016 Supreme SC) 869**, and appellant has completed more than 14 years continuous service as daily wager employee in the office of L.I.C. of India in pursuance of law laid down by the **Hon'ble supreme court of India in the above said case of State of Punjab and others Vs. Jagjit Singh and others**, therefore, the appellant is entitled for the minimum pay scale of regular fourth class employee of L.I.C of India, but the respondents are illegally and arbitrarily paying less than half of the regular pay scale of regular fourth class employee of L.I.C of India, which amounts to clear exploitation of labour of the appellant.

(d). Further, Respondents are violating the fundamental rights of the appellant by exploiting the labour of the appellant, which has been clearly prohibited under article 23(1) of the constitution of India, so in view of the law laid down by the Hon'ble supreme court, the appellant is entitled for getting minimum/basic salary of regularly engaged employee of L.I.C. of India, holding the same post.

Shri S.P. Singh learned counsel for appellant also submitted that Zonal office Kanpur appointed two administrative officer, namely Shri Ajit Pratap Singh and Shri Rahul Dubey for making revised inspection scheduled for February, 2018 (checking and verification of temporary appointment) In pursuance of above said order, the enquiry was held by enquiry officers at Branch Ballia (286) on 16.02.2018 about temporary employee along with other branches of Division Varanasi, and Gorakhpur and submitted report about the temporary/daily wager employee to the North central Zonal office on 15.02.2019. After perusal of the report it would be clear that the name of the appellant has been given in the report dated 15.02.2019 at serial no.1, engaged at Branch Ballia (286) Division Varanasi, from the year 2005, till date meaning thereby 15.02.2019 as class IV daily wager employee.

(e). Further, Appellant by application dated 10.02.2018, prayed for making regularization on the post of fourth class employee as well as prayed for minimum pay scales according to above said judgment and order passed by Hon'ble supreme court, however, the respondents have not taken any action according to law with time. Therefore petitioner/appellant being aggrieved, filed a writ petition, writ-A no. 17262 of 2018(Dinesh Kumar Vs. L.I.C of India and others) which was pending before this Hon'ble High court at Allahabad before passing the impugned oral termination order on 06.11.2019, which now has been dismissed on 10.12.2019, on the ground of availability of alternative remedy.

(f). During the pendency of above said writ petition, the respondent no.5, being annoyed illegality and arbitrarily terminated the services. of the appellant by oral order on 06.11.2019, therefore the applicant made an application before the respondent no.5 and prayed for handing over the charges on the same day before him by letter dated. 06.11.2019, and handed over the entire charge to the respondent no.5.

Accordingly, he is submitted that as the action on the part of the respondent there by termination/retrenching, the service of workman by oral order dated 06.11.2019, contrary to law so the following relief may kindly be granted:-

- (i) To issue a suitable order or direction to quash set aside and declare void-ab-initio to the impugned oral termination order dated 06.11.2019, passed by respondent no.5 manager LIC of India, Branch office MalGodam road, Ballia.
- (ii) To issue any suitable order or direction to the respondent no.5 for reinstating to the appellant on the post of IVth class employee as was earlier forthwith along with salary and all consequential benefits.
- (iii) To award cost of the petition in favour of the appellant.

CASE OF RESPONDENT

On behalf of respondent the case as taken up in brief is as under:-

(a). Applicant is not entitled for any relief and the I.D. case is liable to be dismissed with exemplary costs.

(b). Shri Dinesh Kumar used to be engaged irregularly by Ballia Branch to attend contingent exigencies of menial work like shifting of heavy office equipments/furniture from one place to another or arrangements of Policy-dockets or any such work in capacity of a casual laborer. The Applicant has never been engaged/appointed as Temporary Sub-staff or any work befitting to regular/Temporary sub-staff has ever been attended/performed by him. No any certificate by any In-charge official of the Branch had ever been issued to Sri Dinesh Kumar, as claimed by him.

Applicant was never appointed by LIC to any post as an employee. There is neither any record of his attendance nor any salary has been paid to him. Payment has been made to him for his contribution to the Branch as a Casual laborer. The Applicant has contributed as a Casual laborer in BO Ballia for which he has been duly paid.

(c). The Applicant was never appointed by LIC on the basis of his qualification or on any other basis. No appointment letter has ever been issued to the applicant. There is no scheme in LIC for regularizing Casual laborers as claimed by the Applicant and in absence of any such scheme, the applicant's relief in the case is unfounded,

baseless and cannot be granted. The judgment being relied upon by the applicant is not applicable in the facts and circumstances of the present case and the same being argumentative in nature, shall be dealt with at the time of arguments.

(d). It is stated that the applicant used to be engaged intermittently by the Ballia Branch to attend daily chores in capacity of Casual laborer and he has been duly paid for his work. Currently as the Ballia Branch does not require his work, as such the applicant has not been engaged. The applicant who worked just as a casual labourer, is not entitled to either regularization or minimum of the pay scale and the applicant has failed to establish his legal right under any applicable law.

Applicant has been duly paid for his work done in BO Ballia. Currently as the Ballia Branch does not need his work, he is not engaged by the said branch.

In term of Life Insurance Corporation of India (Staff) Regulations, 1960; Probationary appointment to any post is made by the Appointing Authority following the due procedure. After completion of Probation period, the Appointing Authority considers confirmation/regularization of the candidate. In the instant case, when the Applicant was never appointed to any post, the question of his regularization in the service does not arise.

It is also relevant to state that by virtue of section 48(2) (2C) of the Life Insurance Corporation Act, 1956, the Life Insurance Corporation Of India (Staff) Regulations, 1960 shall have overriding effect over the Industrial Disputes Act, 1947.

(e). That periodic Audit and Inspection of the offices of the Corporation by a team of higher offices and collection /analysis of the data in this course is a normal activity. Appearance of the name of applicant in any list pertaining to said data does not establish that he is a Class-IV employee of the Corporation.

(f). The Applicant has contributed as a Casual laborer in BO Ballia for which he has been duly paid. When the Applicant was never appointed to any post, question of his regularization in the service does not arise and there is no provision under which the applicant can claim his regularization.

(g). Case filed by the applicant and their outcome are misconceived, and denied in the manner stated. It is evident that the applicant was not granted any relief with respect to his claims, by the Hon'ble High Court.

(h). Oral or written termination of service does not apply in the case of the applicant who was engaged only as casual labourer in the Ballia Branch and when no such work was required, the branch had stopped engaging him.

(i). In the legal course adopted by the Applicant, the Sr. Divisional Manager, DO Varanasi was made a party. As such obtaining relevant information by the Divisional Office from BO Ballia was a normal activity and it does not prove that the Applicant was working in BO Ballia as an employee.

(j). That the contents of para no.6.16, 6.18 and 6.19 of the ID case are again misconceived and denied and in reply thereto it is reiterated that applicant was a casual labourer and was not a temporary employee or a daily wage, as alleged by him and as such there is no legal basis or any provision of law under which the applicant can claim regularization or continuity of engagement.

(k). There is no question of assessing the work and performance of the applicant or applicability of disciplinary proceedings upon the applicant, who was a casual labourer and not an employee of the LIC. The allegation of annoyance of Branch Manager is totally false and misconceived. There is no illegality or infirmity in not taking work from the applicant who was a casual labourer, more so when the same is not required by the branch and the LIC.

Accordingly, on behalf of respondent it has been prayed that the present I.D case filed by the workman lacks merit, the same to be dismissed.

FINDING AND CONCLUSION

I have heard the learned counsel for the workman Shri D.P. Gupta and perused the record,

In spite of the notice none appeared on behalf of respondent.

As per the facts on record the Workman Shri Dinesh Kumar, engaged as casual worker on 03.09.2005, by the Senior Branch Manager LIC, Ballia Branch (Although said fact disputed by the respondent)

On 06.11.2019, the service of Shri Dinesh Kumar was terminate/retrrenched, aggrieved by the said action workman/Dinesh Kumar filed a writ petition (Writ-A No. 19133 of 2019) dismissed by order dated 10.12.2019, which read as under:-

“Court No. 36

Case: WRITA No. 19133 of 2019

Petitioner:- Dinesh Kumar

Respondent:- Chairman Central Officer, Yogakshema Jeevan Bima And 3 Others

Counsel for Petitioner:- Babu Ram Yadav, Ashok Yadav

Counsel for Respondent:- Siddharth Singhal

Hon'ble Mahesh Chandra Tripathi, J.

Heard Shri Babu Ram Yadav, learned counsel for the petitioner and Shri Manish Goyal, learned Senior Advocate assisted by Shri Siddharth Singhal, Advocate appearing for the respondents.

By means of present writ petition, the petitioner has sought following reliefs:-

"(i) Issue a writ, order or direction in the nature of mandamus for declaring null and void to the oral termination order dated 6.11.2019 passed by respondent no.4, Branch Manager, Life Insurance Corporation of India, Branch Ballia.

(ii) Issue a writ, order or direction in the nature of mandamus directing to the respondent no.4, Branch Manager, Life Insurance Corporation of India, Branch Ballia for taking work with the petitioner as was earlier as temporary/daily wager as Class-IV employee alongwith salary according to law forthwith."

Shri Manish Goyal, learned Senior Advocate appearing for the respondents has raised preliminary objection regarding maintainability of the present writ petition on the ground that the petitioner has assailed the oral disengagement and such disputed fact cannot be challenged under Article 226 of Constitution of India. Against the alleged oral disengagement the petitioner has efficacious alternative remedy to approach the Central Government Industrial Tribunal and as such, the writ petition is liable to be dismissed on the ground of alternative remedy.

The Court has proceeded to examine the record in question and finds that against the alleged oral disengagement once efficacious alternative remedy is available to the petitioner, then there is no reason or occasion to intervene in the matter.

Consequently, the writ petition is dismissed on the ground of alternative remedy.

Order Date: 10.12.2019."

Thereafter, the present case has been filed by the workman/Dinesh Kumar before this tribunal.

Thus, after hearing learned counsel of the workman going through the material on record and document filed by the parties, oral and documentary etc, following points part are to be decided in the present case.

(1). Whether Claimant/Shri Dinesh Kumar falls within the definition of workman, as per section 2(S) of the Act, or not?

(2). whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 06.11.2019, prior to terminated/retrrenched of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

(3). If the workman/Dinesh Kumar has completed 240 days continuously in the last 12 calendar month prior the date of his termination/retrrenchment, on 06.11.2019, without the following provision with section 25F of the Act, his services was retrrenched then for what relief he is entitled?

POINT No. (1).

Whether Claimant/Shri Dinesh Kumar falls within the definition of workman, as per section 2S of the Act, or not?

The definition of 'workman' as given under Section 2(s) of the Industrial Disputes Act 1947. In this regard the definition, as it stood originally when the ID Act came into force w.e.f. 1.4.1947, read as follows:-

"(s) "workman means any person employed (including an apprentice) in any industry to do any skilled or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceeding under this Act in relation to an industrial dispute, but does not include any person employed in the naval, military, or air service of the Crown."

The definition was amended by Amending Act No. 36 of 1956 which came into force from 29th August, 1956 to read as follows:-

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

- (i) who is subject to the Army Act, 1950, or the Air Force Act, 1950, or the Navy (Discipline) Act, 1934; or
 - (ii) who is employed in the police service or as an officer or other employee of a prison; or
 - (iii) who is employed mainly in a managerial or administrative capacity;
- or
- (i) who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

The change brought about by this Amendment was that the persons employed to do "supervisory" and "technical" work were also included in the definition for the first time by this Amendment, although those who were employed in a supervisory capacity were so included in the definition provided their monthly wage did not exceed Rs.500.

The definition of 'workman' was further amended by Amending Act No.46 of 1982 which was brought into force w.e.f. 21.8 1984 and the same reads as under:-

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

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957);*
 - (ii) who is employed in the police service or as an officer or other employee of a prison, or*
 - (iii) who is employed mainly in a managerial or administrative capacity,*
- or*
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

A bare perusal of the aforementioned provision clearly indicates that a person would come within the purview of the said definition if he: (i) is employed in any industry; and (ii) performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work.

Hon'ble the Apex Court in the case of **All India Reserve Bank Employees Association Versus Reserve Bank of India reported in AIR 1966 SC 305** held as under-

23. The argument is extremely ingenuous and the simile interesting but it misses the realities of the amendment of the Industrial Disputes Act in 1956. The definition of 'workman' as it originally stood before the amendment in 1956 was as follows :-

"2. (s) 'workman' means any person employed (including in apprentice) in any industry to do any skilled (11) 91 L. ed. 104 or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceedings under this Act in relation to an industrial dispute a workman discharged during that dispute, but does not include any person employed in naval, military or air service of the Government."

24. The amending Act of 1956 introduced among the categories of persons already mentioned persons employed to do supervisory and technical work. So far the language of the earlier enactment was used. When, however, exceptions were engrafted, that language was departed from in clause (iv) partly because the draftsman followed the language of clause(iii) and partly because from persons employed on supervision work some are to be excluded because they draw wages exceeding Rs 500 per month and some because they function mainly in a managerial capacity or have duties of the same character. But the unity between the opening part of the definition and clause (iv) was expressly preserved by using the word 'such' twice in the opening part. The words, which bind the two parts, are not-"but does not include any person". They are "but does not include any such person showing clearly that what is being excluded is a person who answers the description" employed to do supervisory work" and he is to be excluded because being employed in a 'supervisory capacity' he draws wages exceeding Rs. 500 per month or exercises functions of a particular character. The scheme of our Act is much simpler than that of the American statutes. No doubt like the Taft-Hartley Act the amending Act of 1956 in our country was passed to equalize bargaining power

and also to give the power of bargaining and invoking the Industrial Disputes Act to supervisory workmen, but it gave it only to some of the workmen employed on supervisory work 'Workman' here includes an employee employed as supervisor. There are only two circumstances in which such a person ceases to be a workman Such a person is not a workman if he draws wages in excess of Rs. 500 per month or if he performs managerial functions by reason of a power vested in him or by the nature of duties attached to his office The person who ceases to be a workman is not a person who does not answer the description "employed to do supervisory work" but one who does answer that description. He goes out of the category of "workmen" on proof of the circumstances excluding him from the category."

Further in the case of **H.R. Adyanthaya & others Versus Sandoz India Ltd. reported in (1994) 5 SCC 373**, the Hon'ble Apex Court held as under:-

"10. It is thus obvious from the decision that the contention on behalf of the workman before the Industrial Tribunal as well as before this Court was that the employee was doing either manual or clerical work, and that not only he had no supervisory duties but he was doing his work under the direction of his superiors and, therefore, he was a workman within the meaning of the definition of workman as it stood then. The dispute in question had arisen prior to 6th January, 1956. The definition of 'workman' at the relevant time included only those persons who were employed to do any skilled or unskilled manual or clerical work. Hence the relevant contention on behalf of the workman which was negated by this Court An inference from this decision is also possible, viz., that if the employees' work was mainly manual or clerical, he would have, even as the definition stood then, been covered by it." (See: C.G. Gupta Versus Glaxo Smith Klein Pharmaceutical Limited reported in (2007) 7 SCC 171)

Further the Hon'ble the Apex Court in the case of **Chauharya Tripathi & others Versus L.I.C. of India & others reported in 2015 (7) SCC 263**, in Para-7 held as under:-

"7. Keeping in view the question posed at the beginning, we are obligated to make a survey of the authorities that have been pronounced by this Court specifically pertaining to the Development Officers working in LIC. A three- Judge Bench of this Court in S.K. Verma vs. Mahesh Chandra & Anr.3, adverted to the definition of 'workman' as originally defined under Section 2(s) of the Act and the substantial amendment that was brought in 1956 in respect of the definition of 'workman' and referred to the decision in Workmen vs. Indian Standards Institution4 and dwelled upon the hierarchy of officers working in LIC, the duties performed by such officers and 2 (2008) 11 SCC 319 3 (1983) 4 SCC 214 4 (1975) 2 SCC 847 eventually held thus

"A perusal of the above extracted terms and conditions of appointment shows that a development officer is to be a whole time employee of the Life Insurance Corporation of India. that his operations are to be restricted to a defined area and that he is liable to be transferred. He has no authority whatsoever to bind the Corporation in anyway. His principal duty appears to be to organise and develop the business of the Corporation in the area allotted to him and for that purpose to recruit active and reliable agents, to train them to canvass new business and to render post-sale services to policy-holders. He is expected to assist and inspire the agents. Even so he has not the authority to appoint agents or to take disciplinary action against them. He does not even supervise the work of the agents though he is required to train them and assist them. He is to be the 'friend, philosopher and guide' of the agents working within his jurisdiction and no more. He is expected to stimulate and excite the agents to work, while exercising no administrative control over them. The agents are not his subordinates. In fact, it is admitted that he has no subordinate staff working under him. It is thus clear that the development officer cannot by any stretch of imagination be said to be engaged in any administrative or managerial work. He is a workman within the meaning of s.2(s) of the Industrial, Disputes Act."

(See also: **Om Carrying Corporation Versus Tilock Narang & others reported in 2016(148) FLR 915; T.Boby Francis Versus Lucy Varghese & others reported in 2016(149) FLR 866 & Jagdish Prasad Sharma Versus Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Gurugram & another reported in 2023 (178) FLR 565**), **M/s S.K. International & another v. Ashok Tanaji Tambe & another 2024 (180) FLR 994**).

Hon'ble Supreme Court by means of judgment dated 2.4.2004 passed in the case of **M/s. Bharat Airtel Limited Versus A.S. Raghavendra passed in Civil Appeal No.5187 of 2023 (2024 INSC 265)** after taking into consider the definition of 'workman' as given u/s 2 's' of the I.D. Act, 1947; and various judgments on the point in issue, held as under:-

For the adjudication of the status of a workman, what is required to be seen is an emphasis on the actual work performed by such an employee. In other words, if the nature of duties actually performed predominantly shows that he discharges duties to do the work of any of the categories listed in Section 2(s). He is not covered by exceptions of Section 2(s); it would be decisive of the matter that the employee is a workman, and the designation or salary of the employee would be irrelevant.

It is now well settled that the adjudication of the issue as to person working within the meaning of Section 2(s) of the I.D. Act has to be determined with reference to the principle of nature of his duties and functions. The dominant purpose of employees must be taken into consideration, and the gloss of some additional duties must be rejected while determining the status and character of a person.

Accordingly, in nutshell it can be said that from perusal of definition of 'workman' indicates that a person would come within the purview of Section 2(s) of the ID. Act if he is employed in an industry and performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work.

Further, the definition also indicates exceptions as to when a person would not be covered in the aforementioned definition. It inter alia states that a person would not be covered under the definition if (i) he is employed in a managerial or administrative capacity or (ii) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

The Hon'ble Apex Court in the case of **Nayan Bhagwantroo Gosavi Balajiwale Vs. Gopal Vinayak Gosavi & Ors, AIR 1960 SC 100** held that admission is best piece of evidence that opposite party can rely upon if the same is not denied by the person who is made the same.

Further, the Hon'ble Apex Court in the case of **Dharmarathmakara Raibahadur Arcot Ramashwamy Mudaliar Educational Institution Vs. Education Appellate Tribunal & Anr. (199) 7 SCC 332**, held that if the facts are admitted by a party and same is not denied in any manner then same is binding on it and on the basis of averments if an order is passed there is no violation of principle of natural justice.

In **Nagbubai Ammal and Ors. Vs. B. Shama Rao & Ors., AIR 1956 SC 593**, the Apex Court held that admission made by a party is admissible and best evidence unless it is proved that it had been made under a mistaken belief. While deciding the said case reliance has been placed upon the judgment in **Slatterie Vs. Pooley (1840) 6 M&W 664**, wherein it has been observed "What a party himself admits to be true, may reasonably be presumed to be so".

"The rule of natural justice must not be stretched too far. Only too often, 'the people who have done wrong seek to invoke the rule of natural justice' so as to avoid the consequence."

Further, from the material on record and document filed by the parties etc, relevant document quoted here in below:-

.जिस किसी से सम्बन्धित हो

प्रमाणित किया जाता है कि हमारे अभिलेखानुसार श्री. दिनेश कुमार पुत्र. सुरेश प्रभाद, ग्राम- सानीसराय, पो- बड़ी मठिया, जनपद- बलिया, के निवासी है। ये शाखा कार्यालय बलिया (मण्डल कार्यालय- वाराणसी) में चतुर्थ श्रेणी वाले कार्य के सम्पादन हेतु दिनांक: 03.09.2005 से वर्तमान तक शाखा बलिया में दैनिक मजदूरी अस्थाई के रूप में कार्यरत हैं।

दिनांक - 03.09.2005, से वर्तमान तक कार्यरत है। भुगतान विभिन्न नाम से हुका है।

मुख्य प्रबन्धक/ वरि० शा० प्र०

And, the said fact has not been denied by the respondents by way or any cogent evidence, and the workman on the basis of evidence filed by him on affidavit (Examination in Chief) as well as by way of cross examination clearly established that he was engaged as casual/daily wagers on 03.09.2025.

Accordingly, after Taking to consideration above said position of law as well as the pleading by the parties, and other material on record it is clearly established that Shri Dinesh Kumar/claimant falls within the definition of workman as given u/s 2S of the Act.

POINT No. (2).

Whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 06.11.2019, prior to terminated/retrrenched of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

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

"2. (00) "retrrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include -

(a) voluntary retirement of the workman; or

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

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

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

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

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

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

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

25F. Conditions precedent to retrenchment of workmen.-

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

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

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

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

ID.NO. 38/2009. Hon'ble Delhi High Court in the case of **Sarita Tiwari Versus Aastha Garments reported in 2024 (180) FLR 649** after taking into consideration the definition of retrenchment read with provisions as provided under Section 25-F of the Act, held as under:-

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

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

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

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

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

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

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

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

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

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

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

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

Reverting the facts of the present case the workman in paragraph-6.1, of written statement:-

6.1. That initially the appellant was engaged as daily wager on the post of fourth class by the then senior Branch Manager L.I.C.of India Branch office, Ballia before 03.09.2005, but the new senior Branch manager despite of issuing experience certificate from 03.9.2005 accepted only from 25.10.2005, about working and functioning of the petitioner as daily wager intermittently till 2.6.2011, there after the appellant admittedly is working and functioning continuously as daily wacer till date. The senior Branch manager L.I.C.Branch Ballia, issued experience certificate on 2.6.2011 stating therein that the appellant was working from 3.9.2005.

And along with the written statement he has annexed documents way of annexure, relevant portion of the said annexure is annexed at Page. No. 33, in the list of document filed by him quoted herein below:-

86549	02.01.19	दिनेश कुमार	12-18	4500/-
90599	02.02.19	दिनेश कुमार	01-19	4500/-
108954	06.03.19	दिनेश कुमार	02-19	4500/-
48579	30.03.19.	दिनेश कुमार	03-19	4500/-
3553	02.05.19	दिनेश कुमार	04-19	4500/-
15437	03.06.19	दिनेश कुमार	05-19	4500/-
20537	02.07.19	दिनेश कुमार	06-19	4500/-
31213	02.08.19	दिनेश कुमार	07-19	4500/-
39005	04.09.19	दिनेश कुमार	08-19	4500/-
46788	04.10.19	दिनेश कुमार	09-19	4500/-
53467	01.11.19	दिनेश कुमार	10-19	4500/-

Further, fact has been proved by Shri Dinesh Kumar, by means of evidence filed on affidavit (examination in chief) dated 28.03.2023, by cross examination on 19.09.2023, more over in this record a question was put on him by the respondent that from which period to which period he has work in the LIC, he answered that from 03.09.2005 to 06.11.2019, worked as casual labour.

Further, on behalf of the respondent the reply given paragraph-6.1, of the claim statement has been given in paragraph-6 quoted here in below:-

6. That the contents of para nos. 6.1, 6.2 and 6.3 of the ID case, are misconceived and denied in the manner stated. Sri Dinesh Kumar used to be engaged irregularly by Ballia Branch to attend contingent exigencies of menial work like shifting of heavy office equipments/furniture from one place to another or arrangements of Policy-dockets or any such work in capacity of a casual laborer. The Applicant has never been engaged/appointed as Temporary Sub-staff or any work befitting to regular/Temporary sub-staff has ever been attended/performed by him. No any certificate by any In-charge official of the Branch had ever been issued to Sri Dinesh Kumar, as claimed by him.

The Applicant was never appointed by LIC to any post as an employee. There is neither any record of his attendance nor any salary has been paid to him. Payment has been made to him for his contribution to the Branch as a Casual laborer. The Applicant has contributed as a Casual laborer in BO Ballia for which he has been duly paid.

However, respondent have not filed any document in order to revert the evidence/material file by the workman in respect to continuous on working by him for 240 days continuously as casual/daily worker in the last proceeding 12 calendar months, i.e attendant register, wages register etc, that workman has not work continuously 240 days in last 12 months in the preceding calendar year prior to retrenchment/termination service, taking into consideration above said fact and the law down by The Hon'ble Apex Court in the case of **Nayan Bhagwantroo Gosavi Balajiwale Vs. Gopal Vinayak Gosavi & Ors, AIR 1960 SC 100** held that admission is best piece of evidence that opposite party can rely upon if the same is not denied by the person who is made the same.

And, by the Hon'ble Apex Court in the case of **Dharmarathmakara Raibahadur Arcot Ramashwamy Mudaliar Educational Institution Vs. Education Appellate Tribunal & Anr. (199) 7 SCC 332**, held that if the facts are admitted by a party and same is not denied in any manner then same is binding on it and on the basis of averments if an order is passed there is no violation of principle of natural justice.

Thus the workman/Dinesh kumar, has prove that he has continuously work 240 days in last 12 months preceding calendar year, prior to termination/retrenchment of his services.

Point No. (3).

If the workman/Dinesh Kumar has completed 240 days continuously in the last 12 calendar month prior the date of his termination/retrenchment, on 06.11.2019, without the following provision with section 25F of the

Act, his services was retrenched then for what relief he is entitled?

In order to decide the point in question, the answer filed place in the given by The Hon'ble Madhya Pradesh High Court in the case of **Branch Manager, Central Bank of India Tilak Chowk Vidisha Versus Pradeep Kumar Sen reported in 2024 (181) FLR 809** held as under:-

"22. The Supreme Court in the case of *Bharat Sanchar Nigam Limited Vs. Bhurumal*, reported in (2014) 7 SCC 177 has held as under:-

"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."

23. The Supreme Court in the case of *Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others* reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

24. The Supreme Court in the case of *Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another*, reported in (2014) 7 SCC 190 has held as under-

"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement: (BSNL case, SCC pp. 187-88, paras 29-30)

"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In *BSNL v. Man Singh*, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In *Incharge Officer v. Shankar Shetty*, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.

30. In this judgment of *Shankar Shetty*, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)

'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In *Jagbir Singh v. Haryana State Agriculture Mktg. Board*, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, *U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey*, *Uttaranchal Forest Development Corpn. v. M.C. Joshi*, *State of M.P. v. Lalit Kumar Verma*, *M.P. Admn. v. Tribhuban*, *Sita Ram v. Moti Lal Nehru Farmers Training Institute*, *Jaipur Development Authority v. Ramsahai*, *GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula* and stated as follows: (*Jagbir Singh case*, SCC pp.330 & 335, paras 7 & 14)

"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be

proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

4. Jagbir Singh has been applied very recently in *Telegraph Deptt. v. Santosh Kumar Seal*, wherein this Court stated: (SCC p. 777, para 11)

11. *In view of the aforesaid legal position and the fact that the workmen were engaged as daily-wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice"*

21. *We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant*

I would not be entitled to reinstatement....."

25. The Supreme Court in the case of *O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others* reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer-employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community, (2) social justice for workers, consumers and the people, and (3) reasonable return on the public funds invested in the undertaking.

7. *It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."*

A division Bench of Hon'ble Gujarat High Court in the case of **Range Forest Officer Versus Virjibhai Ranchhodbhai & another** reported in 2024 (182) FLR 179 has held as under:-

6.3. *In Uttaranchal Forest Development Corporation Vs. M.C.Joshi [(2007) 9 SCC 353], the Supreme Court held that the question of grant of compensation in place of relief of reinstatement could be guided by relevant factors to be that whether the appointment was made in accordance with the statutory Rules or not.*

6.4. *It is to be observed that the decisions of the Supreme Court have carved out the circumstances and aspects which may guide the discretion of the court in awarding lump-sum compensation instead of granting relief of reinstatement even if there is a breach of Section 25F, 25G and 25H of the Industrial Disputes Act*

6.5. *These factors were highlighted in Bantva Municipality Vs. Amritlal Harji Chauhan being Special Civil Application No. 9135 of 2013 decided on 31.3.2014 as under-*

"(1) The fact that the workman is daily-rated workmen, not permanently employed; (ii) He is not holding a permanent post, (iii) Nature of his employment; (iv) Span of service, viz. The period during which he worked upto the date of termination of services; (v) Manner and method of appointment. Whether it was a backdoor entry; (vi) The time gap from the date of termination;

(vii) Delay in raising the Reference is also considered to be a germane factor, (viii) Any special feature peculiar to the facts of the particular case.

For instance, in *Bhurumal (supra)*, the Supreme Court noticed that post which the workman held was of Lineman in the Telephone Department, and that the work of Lineman was drastically reduced in view of advancement of the technology."

6.6. In the case of *BSNL v. Bhurumal*, reported in (2014) 7 SCC 177, it was categorically observed that even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Even as a daily-wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself."

And, the Hon'ble Apex Court in the matter of **Gopal Krishnaj Ketkar vs. Mohamed Haji Latif and others, AIR 1968 SC 1413** has held that, if a party in possession of best evidence, which would throw a light on the issue in controversy withheld the same, Court ought to draw an adverse inference against the party notwithstanding that onus of proof does not lie on him. The party who is in possession of best evidence cannot rely on abstract doctrine of onus of proof or on the fact that he was not called upon to produce it.

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

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

Hon'ble the Apex Court in the case of **Pradeep v. Manganese Ore (India) Limited & ors. 2022 (3) SCC 683** has held that as per section 106 of Indian Evidence Act, the burden lies on a party to prove and establish the plea taken by it.

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

Taking into consideration the position of law on point in issue as well as the fact that the workman has established that he worked more than 240 days in 12 months in preceding on calendar year prior to date of his retrenchment/termination on 06.11.2019.

Accordingly, workman Shri Dinesh Kumar is entitled for retrenchment compensation but not for reinstatement in service.

AWARD

For the forgoing reasons I.D case filed by workman/Dinesh Kumar, u/s 2A of the Industrial Disputed Act 1947, is partly allowed and workman is entitled for retrenchment compensation as his service was retrenched on 16.11.2019, with complying the provision of Section 25F of the Act amounting of Rs. 5 Lakhs.

However, he is not entitled of reinstatement in service.

Justice ANIL KUMAR, Presiding Officer

Lucknow.

Date: 19.08.2025

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1756.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ऑनशोर कंस्ट्रक्शन कंपनी प्राइवेट लिमिटेड; मेसर्स हिंदुस्तान उर्वरक एंड रसायन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री राम सवेरे के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,

लखनऊ, पंचाट (रिफरेन्स न.-29/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-144]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1756.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 29/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Onshore Construction Company Private Limited; M/s Hindustan Fertilizers & Chemicals Limited** and **Shri Ram Saware** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. Z-16025/04/2025-IR(M)-144]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I.D. No. 29/2022

Ref. No.K-10/3-7/2022-IR Dated: 29.06.2022

Shri Ram Saware S/O Shri Nikkam,

Resident of Bargadwan Raja, Post Salamatgarh,

District - Maharajganj -273303.

.....Appellant

Versus

The General Manager,

M/s Onshore Construction Company Pvt. Ltd,

27-30, Second Floor, Indraprastha Estate

Cooperative Society, L.B.S. Marg,

Vikhroli (West), Mumbai- 400083.

.....Respondent No.1

The General Manager,

M/s Hindustan Urvarak &

Rasayan Limited, Post office Fertilizer,

Gorakhpur- 273015.

.....Respondent No.2

AWARD

By order No.K-10/3-7/2022-IR dated: 29.06.2022, the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether the action of management of M/s Onshore Construction Company Pvt. Ltd., Mumbai, a contractor of Hindustan Urvarak & Rasayan Limited, Gorakhpur in terminating the services of Shri Ram Saware S/O Shri Nikkam, Rigour w.e.f. 29.07.2021, is legal and justified? If not, to what relief the workman is entitled to and from which date?"

Accordingly, an I.D. Case No. 29/2022 has been registered.

On 26.12.2022, on behalf of workman statement of claim has been filed by Shri B.P. Singh, Adv.

On 24.01.2024, respondent filed written statement time is granted to workman to file on rejoinder affidavit, on the request made by Shri B.P. Singh, Adv learned counsel for workman.

However, despite of repeat opportunity no rejoinder affidavit has been filed.

Today when the matter was taken up Shri B.P. Singh learned counsel of claimant submit that in spite of the formation send to workman, he has not turn up to file rejoinder affidavit, he has no instruction on the matter.

Accordingly, after hearing Shri B.P. Singh for Claimant and Shri Shailendra Tripathi for respondent, as no rejoinder affidavit has been filed by the workman.

Thus, it is clearly established that claimant/workman has not filed rejoinder/evidence but in spite of opportunities given to him to support of his case.

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

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

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

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

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

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

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

Award as above.

Justice ANIL KUMAR, Presiding Officer

Lucknow.

28th July, 2025

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1757.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ऑनशोर कंस्ट्रक्शन कंपनी प्राइवेट लिमिटेड; मेसर्स हिंदुस्तान उर्वरक एंड रसायन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री महेन्द्र के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-30/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-145]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1757.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 30/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Onshore Construction Company Private Limited; M/s Hindustan Fertilizers & Chemicals Limited** and **Shri Mahendra** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. Z-16025/04/2025-IR(M)-145]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I.D. No. 30/2022

Ref. No.K-10/3-8/2022-IR Dated: 29.06.2022

Shri Mahendra S/O Shri Hansraj,

Village Govindpur Banda, Post Rituakhor,

District - Gorakhpur -273209.

.....Appellant

Versus

The General Manager,

M/s Onshore Construction Company Pvt. Ltd,

27-30, Second Floor, Indraprastha Estate

Cooperative Society, L.B.S. Marg,

Vikhroli (West), Mumbai- 400083.

.....Respondent No.1

The General Manager,

M/s Hindustan Urvarak &

Rasayan Limited, Post office Fertilizer,

Gorakhpur- 273015.

.....Respondent No.2

AWARD

By order No.K-10/3-8/2022-IR dated: 29.06.2022, the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether the action of management of M/s Onshore Construction Company Pvt. Ltd., Mumbai, a contractor of Hindustan Urvarak & Rasayan Limited, Gorakhpur in terminating the services of Shri Mahendra S/O Shri Hansraj, Grinder w.e.f. 29.07.2021, is legal and justified? If not, to what relief the workman is entitled to and from which date?"

Accordingly, an I.D. Case No. 30/2022 has been registered.

On 26.12.2022, on behalf of workman statement of claim has been filed by Shri B.P. Singh, Adv.

On 24.01.2024, respondent filed written statement time is granted to workman to file on rejoinder affidavit, on the request made by Shri B.P. Singh, Adv learned counsel for workman.

However, despite of repeat opportunity no rejoinder affidavit has been filed.

Today when the matter was taken up Shri B.P. Singh learned counsel of claimant submit that in spite of the formation send to workman, he has not turn up to file rejoinder affidavit, he has no instruction on the matter.

Accordingly, after hearing Shri B.P. Singh for Claimant and Shri Shailendra Tripathi for respondent, as no rejoinder affidavit has been filed by the workman.

Thus, it is clearly established that claimant/workman has not filed rejoinder/evidence but in spite of opportunities given to him to support of his case.

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

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

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

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

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

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

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

Award as above.

Justice ANIL KUMAR, Presiding Officer

Lucknow.

28th July, 2025

Let two copies of this award be sent to the Ministry for publication.

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1758.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ऑनशोर कंस्ट्रक्शन कंपनी प्राइवेट लिमिटेड; मेसर्स हिंदुस्तान उर्वरक एंड रसायन लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री संदीप कुमार गुप्ता के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेंस नं.-28/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-146]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1758.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 28/2022) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Onshore Construction Company Private Limited; M/s Hindustan Fertilizers & Chemicals Limited** and **Shri Sandeep Kumar Gupta** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. Z-16025/04/2025- IR (M)-146]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I.D. No. 28/2022

Ref. No.K-10/3-5/2022-IR Dated: 29.06.2022

Shri Sandeep Kumar Gupta,
S/O Shri Ghanshyam Gupta,
Village Majhigawan, Post Jagatbela,
District - Gorakhpur -273015.

.....Appellant

Versus

The General Manager,
M/s Onshore Construction Company Pvt. Ltd,
27-30, Second Floor, Indraprastha Estate
Cooperative Society, L.B.S. Marg,
Vikhroli (West), Mumbai- 400083.
The General Manager,
M/s Hindustan Urvarak &
Rasayan Limited, Post office Fertilizer,
Gorakhpur- 273015.

.....Respondent No.1

.....Respondent No.2

AWARD

By order No.K-10/3-5/2022-IR dated: 29.06.2022, the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether the action of management of M/s Onshore Construction Company Pvt. Ltd., Mumbai, a contractor of Hindustan Urvarak & Rasayan Limited, Gorakhpur in terminating the services of Shri Sandeep Kumar Gupta S/O Shri Ghanshyam Gupta, Grinder w.e.f. 29.07.2021, is legal and justified? If not, to what relief the workman is entitled to and from which date?"

Accordingly, an I.D. Case No. 28/2022 has been registered.

On 26.12.2022, on behalf of workman statement of claim has been filed by Shri B.P. Singh, Adv.

On 24.01.2024, respondent filed written statement time is granted to workman to file on rejoinder affidavit, on the request made by Shri B.P. Singh, Adv learned counsel for workman.

However, despite of repeat opportunity no rejoinder affidavit has been filed.

Today when the matter was taken up Shri B.P. Singh learned counsel of claimant submit that in spite of the formation send to workman, he has not turn up to file rejoinder affidavit, he has no instruction on the matter.

Accordingly, after hearing Shri B.P. Singh for Claimant and Shri Shailendra Tripathi for respondent, as no rejoinder affidavit has been filed by the workman.

Thus, it is clearly established that claimant/workman has not filed rejoinder/evidence but in spite of opportunities given to him to support of his case.

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

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

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

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

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

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

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

Award as above.

Justice ANIL KUMAR, Presiding Officer

Lucknow.

28th July, 2025

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1759.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ऑनशोर कंस्ट्रक्शन कंपनी प्राइवेट लिमिटेड; मेसर्स हिंदुस्तान उर्वरक एंड रसायन लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री राज कुमार गुप्ता के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेंस नं.-42/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-147]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1759.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 42/2022) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Onshore Construction Company Private Limited; M/s Hindustan Fertilizers & Chemicals Limited** and **Shri Mahendra** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. Z-16025/04/2025-IR(M)-147]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I.D. No. 42/2022

Ref. No.K-10/3-9/2022-IR Dated: 24.08.2022

Shri Raj Kumar Gupta S/O Late Motilal Gupta,

Village Maanbela Choudhary Tola,

Post Jhungiya Bazar,

District - Gorakhpur -273013.

.....Appellant

Versus

The General Manager,
M/s Onshore Construction Company Pvt. Ltd,
27-30, Second Floor, Indraprastha Estate
Cooperative Society, L.B.S. Marg,
Vikhroli (West), Mumbai- 400083.Respondent No.1

The General Manager,
M/s Hindustan Urvarak &
Rasayan Limited, Post office Fertilizer,
Gorakhpur- 273015.Respondent No.2

AWARD

By order No. K-10/3-9/2022-IR dated: 24.08.2022, the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether the action of management of M/s Onshore Construction Company Pvt. Ltd., Mumbai, a contractor of Hindustan Urvarak & Rasayan Limited, Gorakhpur in terminating the services of Shri Raj Kumar Gupta S/O Late Motilal Gupta, Rigour w.e.f. 29.07.2021, is legal and justified? If not, to what relief the workman is entitled to and from which date?"

Accordingly, an I.D. Case No. 42/2022 has been registered.

On 26.12.2022, on behalf of workman statement of claim has been filed by Shri B.P. Singh, Adv.

On 24.01.2024, respondent filed written statement time is granted to workman to file on rejoinder affidavit, on the request made by Shri B.P. Singh, Adv learned counsel for workman.

However, despite of repeat opportunity no rejoinder affidavit has been filed.

Today when the matter was taken up Shri B.P. Singh learned counsel of claimant submit that in spite of the formation send to workman, he has not turn up to file rejoinder affidavit, he has no instruction on the matter.

Accordingly, after hearing Shri B.P. Singh for Claimant and Shri Shailendra Tripathi for respondent, as no rejoinder affidavit has been filed by the workman.

Thus, it is clearly established that claimant/workman has not filed rejoinder/evidence but in spite of opportunities given to him to support of his case.

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

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

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

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

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

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

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

Award as above.

Justice ANIL KUMAR, Presiding Officer

Lucknow.

28th July, 2025

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1760.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सहारा इंडिया लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबंध नियोजकों और श्री सतीश कुमार मिश्रा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ, पंचाट (रिफरेन्स न.-08/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. एल-17012/25/2016-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1760.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 08/2017**) of the **Central Government Industrial Tribunal cum Labour Court, Lucknow** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Sahara India Life Insurance Company Ltd.** and **Shri Satish Kumar Mishra** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. L-17012/25/2016-IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR PRESIDING OFFICER

I.D. No. 08/2017 Ref. No. L-17012/25/2016-IR(M) dated: 07.02.2017

BETWEEN

Shri Satish Kumar Mishra, S/o Yadunath Mishra, H. No. A-72, Kanhaiya Nagar, Kalyanpur, Distt. Lucknow (U.P.)-226022

AND

The Chief Managing Director/Director, M/s Sahara India Life Insurance Company Ltd., Sahara India Sector-2, Kapoorthala Complex, Lucknow (U.P.)-226024.

AWARD

By order No. L-17012/25/2016-IR(M) dated: 07.02.2017 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) the Central Government referred present industrial dispute, with following schedule:

"क्या प्रबंधन, सहारा इण्डिया लाइफ इंश्योरेंस कम्पनी लिमिटेड, लखनऊ द्वारा श्री सतीश कुमार मिश्रा पुत्र श्री यदुनाथ मिश्रा को दिनांक 02/04/2016 से सेवा बहाल न किया जाना न्यायोचित एवं बैध है? यदि नहीं तो चादी किस राहत को पाने के हकदार है?"

Accordingly, an industrial dispute No. 08/2017 has been registered.

On 27.04.2017 claimant filed claim statement supported by an affidavit

Facts stated in the claim petition are in brief that claimant was initially appointed with the respondent on 24.04.1995 as Junior Worker, his services were dispensed with in an illegal manner w.e.f. 02.04.2016.

On behalf of the respondent statement of defense filed on 02.06.2017 in which preliminary objection also taken by the respondent.

Thereafter, workman filed rejoinder on 17/27-10-2017 and evidence in support of his case vide affidavit dated 20.06.2019.

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

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

In view of the above said facts the claimant/workman has not field any rejoinder/evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

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

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

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

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

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

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

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

Award as above.

Justice ANIL KUMAR, Presiding Officer

Lucknow.

09th April, 2025

नई दिल्ली, 26 सितम्बर, 2025

का.आ. 1761.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड एंड फाइव अन्य के प्रबंधन के संबद्ध नियोजकों और श्री तापस भट्टाचार्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल, पंचाट (रिफरेन्स न.-01/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.09.2025 को प्राप्त हुआ था।

[सं. जेड -16025/04/2025-आईआर(एम)-142]

सलोनी, उप निदेशक

New Delhi, the 26th September, 2025

S.O. 1761.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 01/2017**) of the **Central Government Industrial Tribunal cum Labour Court, Asansol** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corporation Limited and five others** and **Sri Tapas Bhattacharya** which was received along with soft copy of the award by the Central Government on 26.09.2025.

[No. Z-16025/04/2025-IR(M)-142]

SALONI, Dy. Director

ANNEXURE

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

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

APPLICATION NO. 01 OF 2017

PARTIES: Tapas Bhattacharyya

Vs.

Bharat Petroleum Corporation Limited and Five others

REPRESENTATIVES:

For Tapas Bhattacharya : Mr. P. K. Das, Advocate, and

(Applicant / Petitioner) Mr. Ranjit Dey, Advocate.

For Union of India : None.

(Respondent No. 1)

For Management of BPCL : Mr. P. K. Goswami, Advocate, and

(Respondent No. 2 to 6) Mr. V. K. Pandey, Advocate.

INDUSTRY: Petroleum.

STATE: West Bengal.

Dated: 28.08.2025

AWARD

1. The petitioner, an employee of Bharat Petroleum Corporation Limited (hereinafter referred to as BPCL) at its Liquefied Petroleum Gas (hereinafter referred to as LPG) Bottling Plant at Durgapur has filed an Application on 03.01.2017 under Section 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the I.D. Act, 1947) accompanied by a Certificate dated 02.11.2016 issued by the Conciliation Officer under Section 2A (2) of the Industrial Disputes (Amendment) Act, 2010, certifying that the workman has been terminated from his service on 22.01.2016 by the employer, the Regional Manager, LPG East, BPCL, having its office at Kolkata-95. The matter was taken up for conciliation on several dates and finally on 02.11.2016 but no settlement was reached.

2. The fact of the case delineated in the application is that the petitioner was appointed under BPCL at its Bottling Plant at Durgapur on 17.05.2000 as an Operator-V (Field), on probation, in Grade-I. After working for sixteen years the petitioner workman was not granted any increment in his basic salary and did not receive any consequential benefits which were granted to his co-workers. It is alleged that in contravention to Clause 5.1, 5.2 and 5.4 of the Standing Orders applicable to him, the petitioner was illegally dismissed from service of the corporation by issuance of order of dismissal bearing No. LGP.HR.DISC.CON dated 19.01.2016 which was pasted on the Notice Board of the Bottling Plant on 23.01.2016. The petitioner herein has challenged the illegal dismissal from service by the respondent authorities on allegation that he has secured employment in BPCL by providing false information regarding his age, qualification, and previous service. It is contended that the order of dismissal of the petitioner dated 19.01.2016 was passed by the Respondent No. 6 based upon Clause 29.1.19 of the Standing Orders applicable to the employer and employees of the company and the said order of dismissal was communicated to the petitioner only on 12.02.2016.

3. A Charge Sheet was issued to the petitioner on 19.09.2008 after completion of eight years of his service, levelling a charge that he made false declaration of his date of birth, did not disclose particulars of his past employment and about his registration with the Employment Exchange at Barrackpore. Petitioner submitted his reply to the Charge Sheet on 15.10.2008 and 31.10.2008 denying all the charges. Respondent authority not being satisfied with the reply initiated a Departmental Enquiry against the petitioner on 08.04.2009. It is contended by the petitioner that his date of birth is 25.02.1973 and in support of his claim produced a certificate issued by the Headmaster of Majherhati Junior High School dated 21.08.1999, where he studied up to Class-VIII. During enquiry proceeding management did not produce any evidence in support of the charge levelled against the petitioner and examined no witness from the Employment Exchange, Barrackpore or Central Bank of India to prove their case against the petitioner that date of birth mentioned by the petitioner was contradictory to the date of birth of the petitioner recorded with the Employment Exchange or Central Bank of India or that the petitioner was actually registered with the Employment Exchange at Barrackpore or he worked with Central Bank of India. The Handwriting Expert who submitted his report that the handwriting of the petitioner available with the Sub-Regional Office of the Employment Exchange, Barrackpore and the Central Bank of India were like the handwriting of the petitioner appearing in the application for employment before the respondent corporation dated 16.04.2000 was also not examined and the petitioner did not get the opportunity to cross-examine them. It is urged that without cross-examination of the witnesses the reports and their letters could not be admitted in evidence and are liable to be expunged. The petitioner further stated that he was never enrolled under the Employment Exchange at Barrackpore and he only served as a casual worker in V. P. Singh Generator Electrok Company, Asansol. It is contended that the petitioner was a daily wager and worked as a casual worker at V. P. Singh Generator Electrok Company, Asansol and he was never employed under such company on regular basis and no appointment letter was issued to the petitioner for performing such work. Further case of the petitioner is that signatures cannot be compared on the basis of photocopy of documents. Therefore, the report of the Handwriting Expert, stating that the signatures purported to be of the petitioner, appearing in the photocopies cannot be considered as conclusive. It is urged that as the respondent authority failed to prove the charge levelled against the petitioner and the Enquiry Officer found him not guilty. After passage of one year and five months from submission of report by the Enquiry Officer on 11.02.2014, the respondent authority with a mala fide intention issued a second Show Cause Notice and started a Departmental Proceeding without any jurisdiction. Petitioner contended that respondent authority illegally dismissed him from service after keeping him in probation for sixteen years in violation of provision of the standing order.

4. Being aggrieved with order of dismissal, petitioner preferred an appeal on 15.12.2011 before the Chairman and Managing Director (hereinafter referred to as CMD). The appeal was dismissed on 16.01.2012 against the order passed by the appellate authority under Clause 31.4 of Standing Order. A Writ Petition No. 2795(W) of 2012 was preferred before the Hon'ble High Court at Calcutta, praying for issuance of the Police Verification Record (hereinafter referred to as PVR) to the petitioner. The Hon'ble Court directed the authority to disclose the PVR to the petitioner within a period of seven days and further directed that to facilitate the enquiry both parties should produce their documents within a period of four weeks and thereafter the enquiry should be concluded in accordance with law. After passing of order by the Hon'ble High Court, the petitioner came to know that the respondent had received PVR dated 11.04.2012 and even after receipt of PVR the management illegally did not confirm his service and kept him in probation, though the service of other employees who joined after him were confirmed. The petitioner thereafter filed a Writ Petition No. 15999(W) of 2012 before the Hon'ble High Court at Calcutta for confirmation of his service from 17.05.2001 and to withdraw the disciplinary proceeding on the basis of Charge Sheet dated 19.09.2008. The Hon'ble High Court upon hearing the submission of the parties directed that :

"The petitioner is at liberty to raise objections during the proceedings as and when he thinks that the authorities are acting beyond the legal parameters and it is expected that if such objection is raised, the authorities would consider the same in accordance with law."

The petitioner participated in the enquiry proceeding. After completion of the enquiry proceeding and before passing of the order of dismissal in the year 2016, the workman preferred another Writ Petition No. 22590(W) of 2015 before the Hon'ble High Court at Calcutta, praying for Writ Mandamus to confirm the service of the petitioner from

17.05.2001 and also prayed for directing the respondent to cancel, recall or set aside the Show Cause Notice dated 31.07.2015. The respondent authorities were directed to file report in the form of an affidavit as to why the petitioner's service has not been confirmed till date in spite of Enquiry Officer's report dated 11.02.2014, exonerating him from all the charges. A report was submitted in the form of an affidavit dated 22.09.2015. The matter was taken by the Hon'ble High Court on 23.09.2015 where it was overserved that the petitioner's service had not been confirmed and in view of facts and circumstances made out in the report on affidavit, the Hon'ble Court directed the Disciplinary Authority to conclude the disciplinary proceeding expeditiously and preferably within a period of three (3) months but not later than four (4) months from the date of communication of the order. On 19.01.2016 the dismissal order was passed by the Respondent No. 6, terminating the petitioner from his service illegally. The petitioner preferred an appeal against the order of dismissal before the CMD of BPCL as per Clause 34.1 of the Standing Orders. The appeal was dismissed summarily by the appellate authority without assigning any reason by passing an order dated 25.04.2016. The petitioner herein has prayed for passing of order directing the respondent authorities to withdraw the order of dismissal dated 19.01.2016 against the petitioner and order dated 25.04.2016 by which the appeal of the petitioner was dismissed, for further order of confirmation of service of the petitioner w.e.f. 17.05.2001 and an order for payment of back wages, service benefits, increments and all applicable dues to the petitioner w.e.f. 17.05.2001 and to grant interest upon the said amount.

5. BPCL, the Respondent No. 2 to 6 have contested the case through Smt. Mallika Ganguly, the Constituted Attorney of the respondents. A written objection has been filed by the respondent on 09.01.2018 wherein it is stated that Tapas Bhattacharyya, the petitioner applied for the post of Operator-V (Field) at Durgapur LPG Plant of BPCL on the basis of newspaper advertisement in "Dainik Banga" dated 28.10.1999 inviting application from candidates. The applicant was required to mention his work experience and enclose attested copies of certificates in support of date of birth, educational qualification, marksheet, cast, experience. The petitioner having satisfied the broad requirements was called for a written test and thereafter for an interview. In his application dated 16.04.2000 the petitioner stated his date of birth as 25.02.1973 and his father's name as Late Phani Bhusan Bhattacharyya. In the column for "Educational Qualifications", petitioner mentioned "VIII" from "Majherhati Junior High School" but did not provide details regarding his past work experience as Generator Operator under V. P. Singh Generator Electrok Company and no details was provided about his period of employment. In the column seeking details about "Employment Exchange Registration Sr. No." and "N.C.O. No." the petitioner mentioned "NIL".

6. The petitioner was appointed as Operator-V (Field) in Grade-I on probation at LPG Plat of BPCL at Durgapur, pursuant to Corporation's letter No. CA.ER.PERS dated 12.05.2000. The petitioner agreed to accept employment on terms and conditions mentioned in the appellant's letter. Clause No. 4 of the appointment letter stated the terms of probation and confirmation. Clause 4(a) laid down that appointment would be effective from the date of joining duty and the probation period would be one year from the date of joining which may be extended by the corporation, if necessary. Clause 4(c) laid down that appointment and subsequent confirmation would be subject to the character and antecedents of the employee being found satisfactory on verification. Clause 4(d) stated that upon satisfactory / successful completion of probationary period the employee would be confirmed as a regular employee by the corporation in writing and the service would not be regarded as confirmed until a letter of confirmation was issued by the corporation.

7. Further case of the respondent is that the petitioner reported for duty on 17.05.2000 and was on probation till his dismissal from service. Respondent contended that the petitioner submitted a pass certificate issued to him by the Headmaster of Majherhati Junior High School, Nimta, Kolkata dated 21.08.1999 as proof of his date of birth and educational qualification. From the certificate it appeared that the petitioner had left the school on 30.04.1992 and his date of birth in the admission register was recorded as 25.02.1973. The petitioner produced no other document in support of his date of birth or educational qualification and no marksheet or certificate of Class-VIII of the year 1992 was submitted. According to the standing order applicable to the petitioner and the respondent, the petitioner was considered on 17.05.2001 for his confirmation but the same was extended due to non-receipt of his PVR.

8. It is inter-alia submitted that in the intervening period a complaint was submitted against the petitioner, addressed to the officials of the corporation and their investigation team in the year 2000 and 2001 respectively, containing some annexures and details. The PVR of the petitioner was returned on 11.04.2002 but his confirmation was kept in abeyance as an internal investigation against the petitioner was in progress. Information from various sources were sought for clarification on the issue of date of birth, past work experience, Employment Exchange registration details, etc. A prima facie case was established against the petitioner as discrepancies surfaced regarding his date of birth, contrary to what was mentioned in the application for employment, his past work experience and registration with Employment Exchange, Barrackpore. The management the respondent company issued a Charge Sheet against the petitioner on 19.09.2008, arraying therein specific charges. First charge is that he failed to declare the period of service as Generator Operator with V. P. Singh Generator Electrok Company, Asansol and failed to produce any employer's certificate to verify the declaration made in the application for employment dated 16.04.2000. The second charge is that 25.02.1973 which was declared as date of birth in the application for employment along with a certificate issued by the Headmaster of Majherhati Junior High School is contrary to the report received from the Office of Sub-Regional Employment Exchange, Barrackpore, where his year of birth is

record as 1959. It is stated that if the year of birth of the chargesheeted employee is 1959 then he would not be covered for employment and the management is entitled to rely upon the statutory record of the Sub-Regional Employment Exchange, Barrackpore. The third charge of the petitioner employee is that he failed to submit details pertaining to his registration with the Employment Exchange, Barrackpore and thereby suppressed material facts.

9. The respondent contended that the petitioner in order to secure gainful employment adopted unfair means to establish his age within the stipulated requirement of age for employment under General Category i.e., from 18 years to 32 years and made false statements. He also tried to mislead the corporation regarding his prior employment and his registration with Employment Exchange.

10. General Secretary, Petroleum Worker's Union, Kolkata submitted two complaints dated 28.08.2000 and 30.05.2001, forwarding copy of letter dated 'Nil' which was written and signed by the petitioner addressed to the Regional Manager, Kolkata Central Bank of India, where the petitioner mentioned his date of birth as 05.02.1964 and Employment Exchange Registration No. as B-8389/80. The corporation requested an Ex-Director of Questioned Documents Examination Bureau, CID, Government of West Bengal as an expert to compare the signature of the chargesheeted employee on his application for employment with the signature appearing on the questioned document i.e., letter addressed to the Central Bank of India. In the report dated 25.10.2012 the Handwriting Expert confirmed that both the signatures were from the hand of one and the same individual. After preliminary findings a Charge Sheet under Clause 29.1.19 of the Standing Order was issued against the workman as follows :

" 29.1.19. Securing employment in the Corporation by giving false information regarding one's age or qualifications or previous services or other relevant details."

The charged employee submitted his reply to the Charge Sheet on 15.10.2008 in which he claimed that his date of birth as 25.02.1975. Thereafter, he submitted another application dated 31.10.2008, mentioning his correct date of birth as 25.02.1973. The reply was not found satisfactory and a Departmental Proceeding was initiated against the workman. The petitioner participated in the enquiry and took the assistance of one, Shri Dipak Bhattacharyya, as co-workman. Opportunity was given to the charged employee to defend himself. The Enquiry Officer followed the principle of natural justice and submitted his report on 11.02.2014 finding the petitioner not guilty of the charge levelled against him in the Charge Sheet dated 19.09.2008.

11. The Disciplinary Authority disagreed with the findings of the Enquiry Officer and issued a notice to the petitioner, stating that on considering the oral evidence of the witness examined and the documents produced during enquiry he disagreed with the report and findings of the Enquiry Officer and directed the petitioner to show cause as to why he should not be held guilty of the charges levelled against him. In the said Notice reference was made to the petitioner's application dated 16.04.2000 and the appointment letter based upon which he disagreed with the findings of the Enquiry Officer. The Disciplinary Authority further gave opportunity to the chargesheeted employee that in the event he wanted hearing in-person, he was at liberty to state the same in the reply to the Show Cause Notice and that he would be informed about the date of such hearing, if so requested.

12. During pendency of the enquiry, petitioner filed Writ Petition No. 2795(W) of 2012 before the Hon'ble High Court at Calcutta seeking direction from the Hon'ble High Court to cancel or withdraw the said Disciplinary Proceeding in which inter-alia, he prayed for disclosure of his PVR. The respondent stated that in compliance with court's direction the PVR was disclosed to him. The petitioner thereafter, filed Writ Petition No. 15999(W) of 2012 before the Hon'ble High Court at Calcutta praying for direction to the respondent to confirm the service of the petitioner on and from 17.05.2001. The Hon'ble High Court passed an order dated 17.09.2013 disposing the writ petition with an observation that the enquiry proceeding had not reached its logical end and is in progress.

13. The petitioner submitted his reply to the Show Cause Notice on 18.08.2015, raising objection to the observations of the Disciplinary Authority and that the findings of the Enquiry Officer was correct and proper. The petitioner preferred Writ Petition No. 22590(W) of 2015 before the Hon'ble High Court at Calcutta, wherein he prayed for confirmation of his service from 17.05.2001 and also to cancel, rescind, recall and set aside the Notice to show cause dated 31.07.2015. The Hon'ble Court by order dated 23.09.2015 directed the Disciplinary Authority to conclude the Departmental Proceeding as expeditiously as possible preferably within a period of three (3) months but no later than four (4) months.

14. On 09.11.2015 the Disciplinary Authority found that the reply of the petitioner to the Notice to show cause was unsatisfactory and directed the petitioner to undergo medical examination by the Medical Board. The petitioner was advised to report for medical examination on 17.11.2015. The petitioner preferred an appeal dated 14.11.2015 before the CMD, against the letter issued by the Disciplinary Authority for not holding his medical examination. The Appellate Authority disposed the appeal on 03.12.2015 and advised the petitioner to comply the order of Disciplinary Authority. Meanwhile, the Disciplinary Authority by letter No. RM.LPG.BP.CON.DGP dated 25.11.2015 advised the petitioner as his last opportunity to appear before the Medical Board on 08.12.2015. The appellate authority disposed the appeal on 21.12.2015 and advised the petitioner to cooperate for expeditious completion of Departmental Proceeding and to comply with the order of the Disciplinary Authority.

15. The Disciplinary Authority by order dated 24.12.2015 advised that petitioner and extended a third and last opportunity to him to appear before the Medical Board on 30.12.2015 for his medical examination with an object to have the benefit of the opinion of the Medical Board regarding age and date of birth of the charged employee. The petitioner requested the Disciplinary Authority to withdraw his decision of holding medical examination and that he is not duty bound to attend any medical examination as desired by the Disciplinary Authority.

16. The Disciplinary Authority after considering the entire matter and having considered all documents, evidence and providing full opportunity to the petitioner to represent his case passed an order dated 19.01.2016 dismissing the petitioner from service of the corporation. The petitioner filed an appeal dated 12.02.2016 and 20.02.2016 bore the CMD of the corporation which was disposed by Order No. LGP.HR.DISC.CON dated 25.04.2016, wherein it was observed that he found no reason and infirmity with the reasoning of the Competent Authority in his order dated 19.01.2016 and held that the Competent Authority has rightly found the appellant guilty of serious misconduct as per the applicable Standing Orders and imposed the punishment of dismissal from service. Accordingly, the appeal was rejected.

17. The respondents contended that the Disciplinary Authority has the right to differ with the decision of the Enquiry Officer which has been laid down in the decision of the Hon'ble Supreme Court of India in the case of **S. P. Malhotra Vs. Punjab National Bank [Civil Appeal No. 5128 of 2013]**. Further contention of the contesting respondents is that the records of the Employment Exchange, Barrackpore are statutory public records and though the date and month of the date of birth of the petitioner are not mentioned, the year of birth of the petitioner mentioned as 1959 is relevant. The management is therefore, entitled to rely upon the statutory records. Regarding the letter issued by the Central Bank of India dated 'Nil', the copy of which was admitted in the course of enquiry, the Handwriting Expert on comparing the said document with the admitted document for employment of the petitioner has opined that the signature on the letter and the signature on the application for employment of the petitioner were same and the copy of the letter may be considered as Secondary Evidence. It is urged that the petitioner admittedly, was employed under V. P. Singh Generator Elektrok Company at G.T. Road, Asansol, and for the first time in the enquiry he disclosed that he was engaged as a casual worker. Respondent contended that in his application for employment he did not mention that it was a "casual employment". The charged employee also did not produce any letter from V. P. Singh Generator Elektrok Company during his evidence before the Enquiry Officer.

18. It is urged that the petitioner produced Birth Certificate based on fake, forged, fabricated and interpolated documents. The School Leaving Certificate was fabricated and manipulated. The workman failed to produce certificate of his engagement under V. P. Singh Generator Elektrok Company, Asansol. In his application for employment, he stated that he was not employed and subsequently declared that he was a casual employee. Respondent contended that a person under probation has no right to be confirmed to his post and office. Furthermore, until the Departmental Proceeding is complete, the workman has no right of confirmation in service. It is urged that the Industrial Dispute raised by the petitioner is liable to be dismissed and if it is found that the enquiry held by the respondent is not fair or proper, for any reason, the management of the corporation may be given the right to prove the charge by leading further evidence.

19. Long after six years from filing, on 14.02.2023 the petitioner sought for amendment of his original application by introducing Paragraph No. 49, III, IIIB, IIIC, which have essentially challenged the findings of the Disciplinary Authority by differing with findings of Enquiry Officer, on the ground that no Notice was given to the workman granting opportunity of hearing before arriving at such decision. It also challenged the order of dismissal passed by the Disciplinary Authority as illegal, unjustified and mala fide and also claimed the relief of reinstatement and full back wages.

20. On the basis of the pleadings of the parties the issue which has been framed for adjudication is as follows :

" Whether the dismissal of Tapas Bhattacharyya from service of BPCL w.e.f. 25/04/2016 is justified? If not, what relief the workman is entitled to? "

21. Tapas Bhattacharyya, the dismissed workman, in support of his case examined himself as Workman Witness No. 1. He submitted his affidavit-in-chief and reiterating his case disclosed in the written statement. The witness produced the following documents :

- (i) Copy of the order of dismissal dated 19.01.2016 issued by the Executive Director (LPG) has been produced as Exhibit W-1.
- (ii) Copy of the letter dated 22.01.2016, communicating the order of dismissal dated 19.01.2016, as Exhibit W-2.
- (iii) Copy of the letter of appointment dated 12.05.2000, as Exhibit W-3.
- (iv) Copy of the letter dated 21.05.2001 regarding extension of probation period, as Exhibit W-4.
- (v) Copy of the Charge Sheet dated 19.09.2008, as Exhibit W-5.

- (vi) Copy of the Enquiry Report, in twenty-one pages, has been collectively marked as Exhibit W-6.
- (vii) Copy of the order of the Hon'ble High Court at Calcutta dated 13.06.2012 in Writ Petition No. 2795(W) of 2012, as Exhibit W-7.
- (viii) Copy of the letter dated 19.06.2012 enclosing PVR of the workman, as Exhibit W-8.
- (ix) Copy of the Notice to Show Cause dated 31.07.2015, as Exhibit W-9.
- (x) Copy of the Reply to the Show Cause Notice dated 18.08.2015, as Exhibit W-10.

22. In course of cross-examination of Workman Witness No. 1, a copy of the Application for employment which he submitted before BPCL has been marked as Exhibit M-1, on admission. The witness denied that he was registered under the Employment Exchange, Barrackpore before applying for employment at BPCL and further denied that his year of birth was recorded as 1959 at Barrackpore Employment Exchange. He further denied that he was employed at Central Bank of India, Berhampore Branch, where his date of birth was recorded as 05.02.1964 in the Service Record of the Bank. The witness denied the suggestion that after five to six years of his employment at Central Bank of India, Berhampore Branch he raised an Industrial Dispute claiming a permanent job under the Bank or that an Industrial Dispute was raised before the Regional Labour Commissioner (Central), Kolkata and it resulted in failure of Conciliation before the Assistant Labour Commissioner (Central), Kolkata. The witness further deposed that his date of birth is 25.02.1973 and it has been correctly recorded in the Service Record with BPCL. It may be gathered from the evidence of the workman that he had studied at Majherhati Junior High School, Belghoria Area and in the Admission Register his date of birth is recorded as 25.02.1973. The witness also denied that the order of his dismissal from service is just and proper.

23. Management of BPCL in order to substantiate their case has examined Mr. Debasish Dey, Plant Manager at Durgapur LPG Plant as Management Witness No. 1. He filed an affidavit-in-chief and produced the following documents :

- (i) Copy of the letter dated 26.08.2002 issued by the Employment Officer, Sub-Regional Employment Exchange, Barrackpore addressed to the Manager Vigilance East, BPCL has been produced as Exhibit M-2.
- (ii) Copy of the Charge Sheet dated 19.09.2008, as Exhibit M-3.
- (iii) Copy of the Reply dated 15.10.2008 to the Charge Sheet, as Exhibit M-4.
- (iv) Copy of another reply to the Charge Sheet submitted on 31.10.2008, as Exhibit M-5.
- (v) Copy of the Enquiry Report, as Exhibit M-6.
- (vi) Copy of the Show Cause Notice dated 31.07.2015, as Exhibit M-7.
- (vii) Copy of the Reply dated 18.08.2015 to the Show Cause Notice, as Exhibit M-8.
- (viii) Copy of the Disciplinary Action dated 19.01.2016 issued by the Executive Director (LPG), as Exhibit M-9.
- (ix) Copy of the order dated 25.04.2016 passed by the Appellate Authority against the impugned order dated 19.01.2016, as Exhibit M-10.

The management witness claimed that the order of dismissal passed against the workman is justified and that the misconduct of the workman was for providing false information to the employer company, relating to his date of birth.

24. In course of cross-examination the management witness deposed that he was unable to state if appointment was given to the workman after verification of documents produced by him. Witness denied the suggestion that his correct year of birth is 1973. He further deposed that as per information received from the Employment Exchange, the year of birth of the workman is 1959. It is gathered from his testimony that the School Certificate was verified from the School Register but the verification report could not be produced. The witness was unable to state as to how the identity of Tapas Bhattacharyya was established from the letter received from the Employment Exchange, Barrackpore. The witness in his evidence stated that he had no information if the Disciplinary Authority held a de novo enquiry for holding the charged employee guilty of misconduct.

25. Mr. P. K. Das, learned advocate arguing the case on behalf of the dismissed workman submitted that Tapas Bhattacharyya, the petitioner was appointed on 17.05.2000 as an Operator-V (Field), in Grade-I, on probation at the LPG Bottling Plant at Durgapur under BPCL. The period of probation was twelve months, which was extendable by six months. The management of BPCL without confirming his service issued a Charge Sheet dated 19.09.2008 against him, copy of which has been produced as Exhibit W-5. The workman submitted his reply to the Charge Sheet (Exhibit M-4). A Departmental Enquiry was initiated against him under Clause 29.1.19 of the Standing Orders, applicable to BPCL on the charge of securing employment in BPCL by giving false information regarding

one's age or qualifications or previous services or other relevant details. Learned advocate submitted that the charged levelled against the workman was that the workman furnished wrong date of birth as 25.02.1973, as per the certificate issued by the Headmaster of Majherhati Junior High School. The management on the basis of some complaint received from the General Secretary, Petroleum Worker's Union, Kolkata was of the view that the date of birth of the workman was 1959 as registered with Employment Exchange at Barrackpore bearing Registration No. as B-8389/80 and on their further allegation that the workman was previously employed at Central Bank of India, Berhampore Branch, where his date of birth was registered as 05.02.1964. Charge was further levelled on the allegation that the workman was registered under the Employment Exchange under Berhampore but did not disclose the same in the application for employment, where he had stated that he was not registered. The third charge against the workman is that in his application for employment he stated that he was not employed and against the column for work experience he stated that he was working as a Generator Operator at V. P. Singh Generator Electrok Company, Asansol but did not furnish details about the period of his employment. Learned advocate submitted that Mr. Nirmal Kumar Mitra as Enquiry Officer held the Enquiry Proceeding against the chargesheeted employee. The petitioner participated in the enquiry and in the Enquiry Report dated 11.02.2014 (Exhibit W-6), the Enquiry Officer observed that based upon oral evidence, documents, witness produced and relied upon during the enquiry proceeding and on his analysis he found that the following charges as leveled against Tapas Bhattacharyya, EDP No. 44337, Designation: Operator-V (Field) (on probation), of Durgapur LPG Plant vide Charge Sheet No. RM.LPG.BP.CON (DGP) dated 19.09.2008 was not proved. It is submitted that the Disciplinary Authority did not agree with the findings of the Enquiry Officer and issued a Show Cause Notice to the workman on 31.07.2015 (Exhibit W-9) and without holding any further enquiry and without highlighting the evidence on the basis of which he differed with the findings of the Enquiry Officer has arbitrarily dismissed the workman from service. It is submitted that the Notice issued by the Disciplinary Authority was replied by the charged employee on 18.08.2015 (Exhibit W-10) where he denied all the allegation levelled against him in the Notice to Show Cause. Learned advocate argued that without any substance and legal evidence against the charged employee, he has been found guilty of the charge under Clause 29.1.19 of the Standing Order and dismissed from service by Order dated 19.01.2016 (Exhibit W-1/M-9) issued by the Executive Director (LPG), BPCL, who is not the Disciplinary Authority. Learned advocate urged that the order of dismissal passed against the petitioner as well as the order passed by the CMD, the Appellate Authority dated 25.04.2016 (Exhibit M-10), affirming the findings of the Competent Authority and the punishment of dismissal are without merit and are liable to be set aside.

26. Mr. P. K. Goswami, learned advocate appearing on behalf of the management of Bharat Petroleum Corporation Limited submitted that the petitioner / chargesheeted employee failed to produce any document at the time of his appointment or thereafter to prove that his date of birth is 25.02.1973. It is contended that a certificate issued by the Headmaster of a School is not sufficient to prove the date of birth, as it is not a primary evidence and the workman was required to produce his birth registration certificate or prove his date of birth by calling for the Admission Register of his school of the first instance. It is argued that the charged employee at the time of submitting his application for employment on 16.04.2000 produced a certificate purportedly issued by the headmaster of a school, where he passed Class-VIII examination and his date of birth was recorded as 25.02.1973. Learned advocate argued that the petitioner attended Majherhati Junior High School only for one year as he joined the school on 01.08.1991 and he left the school on 30.04.1992, which implies that the workman has joined the school only for obtaining certificate relating to his date of birth and passing the Class-VIII. It is argued that the petitioner did not disclose the name of the school in which he studied from Class-I to Class-VII and it was incumbent upon the petitioner to produce the Admission Register of the School where he was admitted for the first time and not from the subsequent school. Learned advocate argued that the workman provided false information that his date of birth was 25.02.1973 which was recorded as 1959 with the Employment Exchange at Barrackpore, where the petitioner had registered himself for employment, bearing Registration No. B-8389/80 (Exhibit M-2). It is argued that the Employment Officer of Sub-Regional Employment Exchange, Barrackpore, in his letter dated 26.08.2002 informed the Manager, Vigilance East, BPCL that the person having Registration No. B-8389/80 is Tapas Bhattacharyya and his father's name is P. Bhattacharjee, having permanent address as Deulpara, PO&PS-Naihati and his date of birth was registered as 1959. It is vehemently argued that the petitioner in his application for employment did not disclose about his registration with the Sub-Regional Employment Exchange, Barrackpore in order to procure employment by establishing that he was within the maximum age of thirty-two (32) years.

27. In reply, to the argument on behalf of the workman that the Enquiry Officer found the chargesheeted employee as not guilty to the charge and that dismissal of the workman thereafter without any de novo enquiry was illegal, the learned advocate for the respondent argued that the Disciplinary Authority has the right, discretion and jurisdiction to differ with the findings of the Enquiry Officer, as he is not bound by the findings of the Enquiry Officer. Under such circumstances the Disciplinary Authority is required to clearly state the points on which he differed with the Enquiry Officer and he can interpret the evidence, already recorded by the Enquiry Officer and in case due to such difference of opinion if the Disciplinary Authority holds the charged employee guilty, he is required to issue a Notice to the delinquent calling upon him to show cause as to why on the basis of such findings of the Disciplinary Authority he would not be subjected to such punishment. It is submitted that in the instant case the Disciplinary Authority issued Notice to show cause dated 31.07.2015 (Exhibit M-7). The charge employee

submitted his reply on 18.08.2015 (Exhibit M-8) and after considering all such materials and evidence on record the Disciplinary Authority issued an order of dismissal dated 19.01.2016 (Exhibit M-9). It is argued that the workman has been found guilty of charges for securing his employment by providing false information regarding his age, qualification, previous service and other relevant details. It is argued that the workman had preferred an appeal before the Appellate Authority as per Standing Orders of the company and after considering all aspects, the Appellate Authority who is the CMD of BPCL has passed an order dated 25.04.2016 (Exhibit M-10) whereby, the findings of the Competent Authority, holding the appellant guilty of serious misconduct and imposing punishment of dismissal from service is upheld. It is urged that the Industrial Dispute is liable to be dismissed.

28. Considered the argument advanced on behalf of the petitioner and the respondent company, evidence adduced by both the witnesses and documents produced. The petitioner was appointed as Operator-V (Field), Grade-I in the LPG Bottling Plant of BPCL at Durgapur on 17.05.2000. A Charge Sheet was issued against the workman under Clause 29.1.19 of the Standing Orders. The main allegation against the workman is that in his application for employment he has falsely claimed his date of birth as 25.02.1973 in order to make himself eligible for employment, though he had actually crossed the age for employment under the corporation, which is thirty-two (32) years. It is stated that his year of birth is 1959 and the workman suppressed the fact that he was registered under Sub-Regional Employment Exchange, Barrackpore where his age was recorded as 1959. He failed to submit details regarding his registration with the Employment Exchange despite being fully aware of the matter he suppressed such facts and that he did not mention the period he served as a Generator Operator under V. P. Singh Generator Electrok Company, Asansol and failed to produce employer's certificate to verify the declaration made in the application for employment dated 16.04.2000. The Enquiry Officer, Mr. Nirmal Kumar Mitra conducted the enquiry. The workman submitted his reply to the Charge Sheet on 15.10.2008 (Exhibit M-4), denying all the charges levelled against him. Substance of charge under Clause 29.1.19 of the Standing Order was stated to the charged employee who denied the same. It appears from the Enquiry Report (Exhibit W-6) that the enquiry commenced from 08.04.2009 and was completed on 24.09.2013. The Enquiry Officer followed the principles of natural justice by giving opportunity to the workman to defend, examine and cross-examine all witnesses during the enquiry proceeding. The charge levelled against him was disclosed. In order to prove the charge, the Presenting Officer of BPCL examined Mr. Sudipto Mukherjee as MW1 and Mr. Subhasish Mukherjee as MW2. No evidence was led by the management witnesses to prove that the date of birth of Tapas Bhattacharyya was contrary to the date of birth furnished by him in his application for employment. The date of birth of Tapas Bhattacharyya was recorded as 25.02.1973 in the Certificate No. 125 dated 21.08.1999 issued by the Headmaster of Majherhati Junior High School but it was contended that the headmaster of the said school, by his letter dated 24.07.2007 clarified that he did not verify the date of birth of Tapas Bhattacharyya due to obscurity of the school record. In support of his date of birth the petitioner failed to produce any document. From the Enquiry Report it appears that the chargesheeted employee contended that the Presenting Officer did not produce any authentic documents during course of enquiry to prove that the date of birth declared by the applicant was contrary to the date of birth received from other sources. While relating the defense case the Enquiry Officer has stated that he chargesheeted employee did not produce any witness from his side nor any document except his PAN Card to the establish his date of birth. In order to prove the actual date of birth of the employee and to establish that the date of birth i.e., 25.02.1973, furnished by the workman in his application for employment as false, the respondent was required to adduce positive evidence by calling for the original Admission Register of the school where Tapas Bhattacharyya took admission for the first time and not where he studied for one year. It may be gathered from the evidence adduced that the Headmaster of Majherhati Junior High School, who issued the certificate dated 21.08.1999 in proof of age was the later school attended by the candidate, where he studied only for one year, in Class-VIII. The chargesheeted employee certainly did not join School in Class-VIII but he had attended some other school on earlier occasion about which he is absolutely silent and no enquiry was held in that regard. It appears to me that the onus of proof, which was upon the employer authority, has not been discharged in proper manner. In the instant case the petitioner has produced a certificate where his date of birth was recorded as 25.02.1973. The burden of proof did not rest upon the charged employee to prove himself innocent but it was the responsibility of the employer to establishment the charge that the date of birth of the candidate was other than what he stated in the application for employment.

29. In the instant case the management of BPCL claimed that the workman was registered under the Employment Exchange, Barrackpore, where his year of birth was recorded as 1959. The Enquiry Officer while considering such contention has observed that the Employment Officer in his letter dated 30.05.2007 (ME-11) confirmed that the actual date of birth of the candidate is not available. It may be gathered from Exhibit M-2, the letter dated 26.08.2002, issued by the Employment Officer, Sub-Regional Employment Exchange, Barrackpore to Mr. S. Chatterjee, Manager, Vigilance East, BPCL that regarding information sought for relating to Tapas Bhattacharyya who had been registered bearing Registration No. 8389/80 his father's name was recorded as P. Bhattacharjee and his permanent address was Deulpara, PO&PS- Naihati, and year of birth was recorded as 1959. Learned advocate for the charged employee argued that the management failed to verify the identity of the person registered with the Employment Exchange, Barrackpore and that the said person bearing the same name had different address. It is further argued that in order to place reliance upon such information management ought to have summoned the Employment Officer along with original file and document relating to the candidate bearing Registration No. 8389/80 so that the workman had opportunity to cross-examine the witness to establish that it was

not related to him. I find substance in the argument advanced by the learned advocate for the petitioner, as a Government Office maintain record for the purpose of employment would certainly have recorded the date, month and year of birth the candidate registered with it. No endeavor has been made by the employer establishment to establish the Photo Identity of the candidate by calling for the original record from the Employment Exchange. From the Enquiry Report it appears that the Enquiry Officer did not accept the claim of the Presenting Officer that the workman was registered with the Employment Exchange, Barrackpore. Therefore, it is observed in the report that the chargesheeted employee did not suppress any fact from the corporation regarding registration with the Employment Exchange at Barrackpore. Furthermore, contention of the management is that the workman was previously employed with Central Bank of India, Berhampore Branch where his date of birth was recorded as 05.02.1964 and he made a representation before the Bank dated 'Nil', praying for making him permanent. Over this issue an Industrial Dispute was raised before the Conciliation Officer, the Assistant Labour Commissioner (Central), Kolkata-II, and the conciliation had failed. A Handwriting Expert who was privately appointed by the corporation to verify the photocopy of letter purportedly written by the charged employee to the Central Bank of India and on examination and comparison of such document with the signature of the employee on the application for employment before BPCL, the expert opined that the signature in the letter to the Central Bank of India and that of Tapas Bhattacharyya in his application for employment before BPCL were of the same hand. In this connection management only produced a photocopy of the letter said to have been written by Tapas Bhattacharyya to the Central Bank of India authority and the report of the Handwriting Expert. During enquiry neither the Handwriting Expert was examined nor the original letter of Tapas Bhattacharyya to the Central Bank of India, containing the questioned signature of the charged employee was called for. The Enquiry Officer on such evidence held that the photocopy of the letter from the Central Bank of India could not be relied upon.

30. With reference to suppression of fact about previous employment as a Generator Operator under V. P. Singh Generator Elektrok Company, Asansol, it has been noted by the Enquiry Officer that the petitioner being a casual employee did not require any certificate from the employer for which the chargesheeted employee could not produce any documentary evidence regarding his past employment. It is further stated that the charged employee did not conceal about his employment in his application to the corporation. On the basis of such findings, the Enquiry Officer concluded that the charge levelled against Tapas Bhattacharyya under Clause 29.1.19 of the Standing Orders was not proved.

31. The Disciplinary Authority of BPCL did not accept the findings of the Enquiry Officer and issued a Show Cause Notice to the charged employee dated 31.07.2015 (Exhibit W-9/M-7), stating the points on which he disagreed with the findings and also reasoned out the basis on which he found employee guilty of the charge. In the Notice to show cause the Disciplinary Authority granted fifteen days' time to the chargesheeted employee to submit his cause and to state if he needed any personal hearing. It is axiomatic that the Disciplinary Authority has the right to disagree with the findings of the Enquiry Officer and he is also empowered to proceed with enquiry and hold the delinquent, guilty of charge by stating the reason of his difference / disagreement with the Enquiry Officer and record his own findings on such charges and hold him guilty in respect of all or some of the charges and imposed punishment irrespective of the fact that the Enquiry Officer found him not guilty. However, at the time of Show Cause Notice, the report of the Enquiry Officer, containing its findings had to be conveyed to the delinquent so that he had the opportunity to persuade the Disciplinary Authority to accept the favorable conclusion of the Enquiry Officer. It will not stand to reason if the Disciplinary Authority disagrees with the findings of the Enquiry Officer and does not state the reason of his differing and yet hold the chargesheeted employee guilty of the charge without giving him the opportunity to understand the basis on which the Disciplinary Authority disagreed with the findings of the Enquiry Officer.

32. In the case of **Chief Personnel (Disciplinary Authority), Punjab National Bank Vs. Kunj Behari Misra and Shanti Prasad Goel [1998 (7) SCC 84]**, the Hon'ble Supreme Court of India observed that:

".....whenever the disciplinary authority disagrees with the inquiry authority on any article of charge then before it records its own findings on such charge, it must record its tentative reasons for such disagreement and give to the delinquent officer an opportunity to represent before it records its findings. The report of the inquiry officer containing its findings will have to be conveyed and the delinquent officer will have an opportunity to persuade the disciplinary authority to accept the favorable conclusion of the inquiry officer. The principles of natural justice, as we have already observed, require the authority, which has to take a final decision and can impose a penalty, to give an opportunity to the officer charged of misconduct to file a representation before the disciplinary authority records its findings on the charges framed against the officer."

It is therefore clear that even though the Enquiry Officer found the petitioner not guilty of the charge, the Disciplinary Authority while differing with the findings of the Enquiry Officer stated that he was inclined to disagree with the findings of the Enquiry Officer for the following reason :

"(a) I am of the view that a plea has been taken by you that your past employment was casual in nature and therefore you could not produce documentary evidence to substantiate your period of previous service as

declared by you in your Application for Employment dated 16.04.2000, a key material that was relevant for your recruitment. Even if your employment was casual in nature as stated by you is accepted, the same ought to have been categorically and explicitly set out by you in your Application for Employment. You have also failed to furnish this pertinent information even at a subsequent stage which has been deliberately withheld by you.

(b) *Further in your acceptance of employment you declared that you had fully read and understood the contents of the letter and agreed to accept the terms and conditions mentioned therein. As per the letter of Appointment dated 12.05.2000 issued to you, you are governed and bound by the clause 8.(i) which reads as below:*

“This appointment is offered on the basis of your having furnished the Corporation correct information regarding your past service and other records. If at any time it is revealed that employment has been obtained by furnishing false information or withholding pertinent information, the Corporation will be free to terminate your services at any time with notice as required.”

(c) *Thus, it is revealed that you have secured employment in the Corporation by giving false information regarding your previous services and other details. It is also revealed that you have obtained employment by withholding pertinent information or by furnishing false information. It is noticed that the Enquiry Officer however failed to take into account these aspects of the matter.”*

33. In Paragraph 4(a) of the Notice to show cause the Disciplinary Authority noted that the chargesheeted employee could not produce the documentary evidence to substantiate his period of previous service as declared by him in his application for employment dated 16.04.2000. Even if his employment was casual in nature the same should have been categorically and explicitly set out and such pertinent information had been withheld. Paragraph 4(b) of the Notice to show cause disclosed that at the time of acceptance of employment as per letter of appointment dated 12.05.2000 the chargesheeted employee was bound by Clause 8.(i) of the letter, appointment was offered on the basis of furnishing correct information regarding past service and other records and if anytime it was revealed that false information was furnished and pertinent information was withheld the corporation is free to terminate him from service. The 3rd point raised in the Paragraph 4(c) of the Show Cause Notice was that employment was secured by false information regarding previous and other details. It is revealed that employment was obtained by withholding proper information and furnishing false information and the Enquiry Officer failed to take into account these aspects and matter. On close scrutiny of three indictments levelled against the petitioner it appears to me that Paragraph 4(b) and 4(c) are identical in nature which also levels a general allegation of furnishing false information and withholding pertinent information at the time of submitting the application for employment. The Disciplinary Authority has not specified in Paragraph 4(b) and 4(c) as to what information have been falsely made by the petitioner and what were withheld by him, which were considered to be pertinent by the employer authority. It does not reason out how the Disciplinary Authority differed with the Enquiry Officer while considering these aspects. So far as Paragraph 4(a) is concerned, the charged employee had mentioned about the previous employment as a Generator Operator under V. P. Singh Generator Electro Company, Asansol, but he did not specifically mention that his employment was casual in nature. Such omission does not amount to suppression of fact or providing false information. In the Notice to show cause the Disciplinary Authority has preferred to remain absolutely silent about the alleged discrepancies in the date of birth of the petitioner who furnished a certificate from the Headmaster of Majherhati Junior High School, disclosing his date of birth as 25.02.1973. It appears to me that the Disciplinary Authority by not recording his findings on the issue related to discrepancies in the date of birth of the petitioner, has given a goodbye to such case. The delinquent in reply to the Notice to show cause submitted his reply on 18.08.2015 denying the charge levelled against him and reiterated his case.

34. It appears from the record as well as from the admitted position that no further hearing was held by the Disciplinary Authority and no additional evidence was adduced to establish the charge to the hilt. On scrutiny of the entire enquiry proceeding, it appears that the management simply initiated the Departmental Proceeding against the chargesheeted employee without any endeavor on its part to garner legal evidence against the charged employee. In order to prove that 25.02.1973 was not the actual date of birth of Tapas Bhattacharyya or he furnished false information by procuring false certificate from the Headmaster of Majherhati Junior High School, it was incumbent upon the employer to call for the original Admission Register of the School of the charged employee and prove the entries in the Admission Register and that the certificate relating to date of birth of the workman was not consistent with the entries in the Admission Register of the first school. In the case where a person is facing the charge, the burden lies upon the employer to prove the charge but in this case the employer has failed to discharge its onus. Management on various occasions issued Notice to the charged employee calling him to appear for medical examination for assessment of his age but the workman did not attend the medical examination. Be that as it may, after framing of charge the management cannot fish for evidence on the basis of a medical examination. Even if such medical examinations were conducted following medical jurisprudence and it came to light that the age, so determined was not consistent with the date of birth furnished by the charged employee, the delinquent could not be held guilty on the basis of post facto evidence. The materials on record, in relation to the enquiry proceeding reveals that no original document from the Employment Exchange, Barrackpore was called for and no such witness was

examined to prove that the registration in the name of Tapas Bhattacharyya with the Employment Exchange was in fact related to the charged employee. Original records from the Central Bank of India were not produced during the enquiry proceeding to prove that the person who raised the dispute before the Assistant Labour Commissioner (Central), Kolkata – II, claiming permanent employment under Central Bank of India and the chargesheeted employee are one and the same person. Considering the facts and circumstances and all evidence on record, I have no hesitation to hold that there is dearth of legal evidence to hold the charged employee guilty of the charge under Clause 29.1.19 of the Standing Orders. Therefore, the impugned order dated 19.01.2016 (Exhibit M-9) passed by the Executive Director (LPG), BPCL, dismissing the petitioner from his service is bad in law, the same violates the principles of natural justice, it is arbitrary and is liable to be set aside. Consequently, the order dated 25.04.2016 (Exhibit M-10), passed by the Chairman and Managing Director of BPCL, as Appellate Authority is also devoid of substance and the same is not maintainable. In view of my above discussion, I hold that the dismissal of the petitioner on the basis of the impugned enquiry proceeding and the orders passed on 19.01.2016 and 25.04.2016 are not based on legal evidence and materials on record and the same being not tenable are set aside. The respondent authority is directed to reinstate the petitioner in his service within one (1) month from the date of communication of the order. He is also entitled to his full back wages from the date of his termination till the date of his reinstatement. The employer authority however, shall reserve the right for determining the age of petitioner according to the scientific test and medical jurisprudence, especially when the employee has failed to produce any Birth Registration certificate under the West Bengal Registration of Births and Deaths Act, 1969 and he has not produced any certificate of public examination from any statutory Examination Board.

Hence,

ORDERED

that the Application under section 2A of the Industrial Disputes Act, 1947 is allowed on contest against Respondent No. 2 to 6 and ex-parte against Respondent No. 1. It is ordered that the order of dismissal dated 19.01.2016 passed by the Executive Director (LPG), Bharat Petroleum Corporation Limited and affirmed by the Appellate Authority, Chairman and Managing Director, Bharat Petroleum Corporation Limited on 25.04.2016, dismissing Tapas Bhattacharyya from his service are set aside. The workman be reinstated in his service under Bharat Petroleum Corporation Limited, Durgapur within one (1) month from communication of the Award. Management of the employer corporation is directed to pay full back wages to the workman from the date of termination till the date of his reinstatement and allow continuity of his service. Let an Award be drawn up in light of the above decision.

Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2025

का.आ. 1762.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इ सी एल** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल** के पंचाट (संदर्भ संख्या **31/2018**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **29/09/2025** को प्राप्त हुआ था।

[सं. एल -22012/132/2017-आईआर(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 30th September, 2025

S.O. 1762.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 31/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **M/s. ECL** and **their workmen** received by the Central Government on **29/09/2025**.

[No. L-22012/132/2017- IR (CM-II)]

SALONI, Dy. Director

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

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

REFERENCE CASE NO. 31 OF 2018

PARTIES: Haripada Majhi
Vs.
Management of Jhanjra 3 and 4 Incline, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.
For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 29.08.2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/132/2017-IR(CM-II)** dated 14.11.2018 has been pleased to refer the following dispute between the employer, that is the Management of Jhanjra 3 and 4 Incline under Jhanjra Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Jhanjra ¾ Incline, Jhanjra Area, M/s. E.C.Ltd. in dismissal of Sri Haripada Majhi, Ex-Haulage Operator of Jhanjra ¾ Incline on the charge of absence due to illness is justified or not? If not, what relief the workman is entitled to? ”

1. On receiving Order **No. L-22012/132/2017-IR(CM-II)** dated 14.11.2018 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 20.11.2018 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Union filed their written statement on 15.09.2021. Management contested the Industrial Dispute by filing their written statement on 23.12.2022. The fact of the workman's case, in gist is that Haripada Majhi bearing U.M. No. 146804 was employed as Haulage Operator at Jhanjra 3 and 4 Incline under Jhanjra Area of Eastern Coalfields Limited (hereinafter referred to as ECL). Due to his illness, he was unable to attend his duty. After recovery from illness, he reported for duty and submitted a medical certificate issued by a Doctor at Laudoha Block Primary Health Centre (hereinafter referred to as BPHC). The management of ECL did not allow him to join duty but issued a Charge Sheet against him under Clause 26.29 of the Certified Standing Orders for unauthorized absence beyond ten days. On behalf of the workman, union contended that Haripada Majhi was unable to attend his duty due to his serious illness which was beyond his control. The Haripada Majhi submitted his reply enclosing a copy of Medical Certificate but the management did not consider the same and without giving him ample opportunity to defend his case dismissed him from service. It is contended that the punishment imposed is harsh and disproportionate to the nature of misconduct alleged in the Charge Sheet. It is prayed that the management of employer company be directed to reinstate the workman with full back wages.

3. Management in their written statement submitted that Haripada Majhi was absenting from duty from 16.04.2014 without any information or permission of the competent authority. He did not have any satisfactory cause for his unauthorized absence and the management was compelled to issue a Charge Sheet against him bearing No. AGT/JPC/JNR/3&4/P/2014/268 dated 14.06.2014 for his absence beyond ten days without any sanctioned leave or sufficient cause. Workman submitted his reply and the date for enquiry was fixed upon 22.08.2014. Notice of enquiry was sent to the workman at his home address on the basis of address recorded in the Form 'B' Register but the workman did not appear to take part in the enquiry proceeding. In the meantime, the chargesheeted employee submitted an application with a Medical Certificate before the management on 11.09.2014. the Medical Certificate

was issued by the Additional Medical Officer, Laudoha BPHC. The reply was not found satisfactory as he neither submitted any document in support of his treatment nor any prior information about his absence. The Enquiry Officer held enquiry and found the chargesheeted employee guilty of charge. A second Show Cause Notice was issued bearing No. GM/JNR/PERS/2015/322 dated 18.05.2015 / 01.06.2015, which was sent to the charge employee under registered post with A/D along with Enquiry Proceeding and Enquiry Report to submit his explanation / comments. The reply submitted by the workman against the second Show Cause Notice was not found satisfactory. There was no extenuating circumstance in favour of Haripada Majhi and the management dismissed the workman from service. It is asserted that the charge was duly proved against him and the punishment is proportionate. Management contended that if it is found that the enquiry proceeding was not fair then the same may be decided as a preliminary issue and the management may be granted an opportunity to establish the charge once again.

4. Haripada Majhi filed his affidavit-in-chief and was examined as Workman Witness No. -1. In his affidavit-in-chief he admitted that he was unable to attend his duty from 16.04.2014 and the Charge Sheet dated 14.06.2014 was issued against him. He was absent from duty for one (1) month and twenty-eight (28) days due to illness and after recovery he reported for duty. Original Medical Certificate issued by the Additional Medical Officer, Laudoha BPHC was produced in support of his illness. It is averred that the workman submitted reply to the Charge Sheet but the management without considering the same and permitting the workman to resume duty, initiated a Departmental Proceeding. The workman stated that due to serious illness he was absent from duty and he replied to the second Show Cause Notice along with his mercy application dated 05.06.2015. He also stated that he submitted an undertaking on 07.06.2015 that he will not commit such offence in future. It is further stated that he was dismissed from service in an illegal manner, ignoring the Medical Certificate and the undertaking submitted by him. Workman contended that the principles of natural justice was violated and claimed that he may be reinstated in service. The workman has produced the following documents during his evidence :

- (i) Copy of the Charge Sheet dated 14.06.2014 has been produced as Exhibit W-1.
- (ii) Copy of the Reply of the workman dated 05.06.2015 to the second Show Cause Notice, as Exhibit W-2.
- (iii) Copy of the Undertaking submitted by the workman, as Exhibit W-3.
- (iv) Copy of the order of dismissal dated 21/27.07.2015, as Exhibit W-4.
- (v) Copy of the Mercy Appeal dated 09.01.2016, as Exhibit W-5.

In his evidence-in-chief the witness deposed that he participated in enquiry held against him for unauthorized absence.

5. In course of cross-examination the witness deposed that he was absent from duty from 16.04.2014 to 14.06.2014. At the time of submitting his reply to the Charge Sheet he attached a medical certificate as a proof of his medical treatment during the period of his absence. Cross-examination of Workman Witness No. 1 reveals that he was diagnosed with liver ailment due to alcohol consumption. The witness admitted that he did not inform the management of ECL that he was absent from duty due to his suffering from illness. It may be derived from his testimony that he did not report to the doctors in the colliery. He denied that his dismissal from service is justified or that he has been dismissed by the management on proper ground.

6. Management examined Mr. Alaric Oneal Lyndem, Manager (Personnel), Jhanjra Project Colliery as Management Witness No. 1. In support of their case the witness filed an affidavit-in-chief wherein it is stated that Haripada Majhi was chargesheeted for his unauthorized absence from 16.04.2014. Initially, he did not submit any reply to the Charge Sheet and a domestic enquiry was initiated. Notice of enquiry was duly sent to the workman at his home address but he did not turn up before the Enquiry Officer on 22.08.2014. A second Notice of enquiry was issued on 01.09.2014 fixing 26.09.2014 as the date of enquiry. The workman appeared on 11.09.2014 with a reply to the Charge Sheet along with medical certificate issued by the Additional Medical Officer, Laudoha BPHC. The reply of the workman was not found satisfactory and the same did not bear the Registration number of the Doctor nor was it accompanied by any treatment paper. The workman participated in the enquiry held on 26.09.2014, where the workman was found guilty of charge of unauthorized absence. A second Show Cause Notice was issued to the workman along with a copy of Enquiry Proceeding and Report, seeking his comments on findings of the Enquiry Officer. The workman submitted his reply. The Disciplinary Authority after considering the materials and the and the Enquiry Report dismissed the workman by Office Order dated 21/27.07.2015. In course of his evidence the management witness produced the following documents :

- (i) Copy of the Medical Fitness Certificate dated 10.09.2014 issued to Haripada Majhi by the Additional Medical Officer, Laudoha BPHC, Burdwan has been produced as Exhibit M-1.
- (ii) Copy of the Charge Sheet dated 14.06.2014, as Exhibit M-2.
- (iii) Copy of the Notice of enquiry dated 26.07.2014, as Exhibit M-3.

- (iv) Copy of the Notice of enquiry dated 01.09.2014, as Exhibit M-4.
- (v) Copy of the Reply to the Charge Sheet, as Exhibit M-5.
- (vi) Copy of the Enquiry Proceeding, as Exhibit M-6
- (vii) Copy of the Enquiry Report dated 26.09.2014, as Exhibit M-7.
- (viii) Copy of the Note Sheet with details of the employee, prepared after completion of enquiry proceeding, as Exhibit M-8.
- (ix) Copy of the second Show Cause Notice dated 18.05.2015 / 07.06.2015, as Exhibit M-9.
- (x) Copy of the Reply of the workman dated 05.06.2015 against the second Show Cause Notice, as Exhibit-M10.
- (xi) Copy of the order of dismissal dated 21/27.07.2015, as Exhibit M-11.

7. In cross-examination the management witness gave out that the charge was in respect of unauthorized absence of the workman and not for his habitual absence. It is admitted that the workman submitted an undertaking to the General Manager, Jhanjra Area on 07.06.2015 that he will perform his duty faithfully and regularly. On 09.01.2016 the workman submitted a Mercy Appeal which was not considered by the management. The witness denied the suggestion that the punishment imposed is disproportionate to the nature and extent of misconduct.

8. The moot point for consideration is whether the dismissal of the workman on the charge was justified and if the workman is entitled to any relief.

9. Mr. Rakesh Kumar, Union representative, advancing his argument submitted that the workman was absent only for one (1) month and twenty-eight (28) days due to his illness. On being chargesheeted the workman submitted his reply along with a copy of medical certificate issued by a doctor at Laudoha BPHC but without considering the same the Enquiry Officer found him guilty of the charge of unauthorized absence and the Disciplinary Authority dismissed him from service. It is argued that the workman who was compelled to remain absent due to illness cannot be held guilty or punished for his absence which was beyond his control. The union representative contended that there is no charge of habitual absence against the workman and the order of dismissal issued against him is disproportionate to the alleged misconduct. It is urged that the order of dismissal passed against the workman is liable to be set aside and the mercy appeal for reinstatement dated 09.01.2016 (Exhibit W-5) should be considered and the workman reinstated in his service on payment of back wages.

10. In reply Mr. P. K. Das, learned advocate for ECL argued that the workman did not file any treatment papers in support of long and unauthorized absence affecting the work of the employer company. It is argued that the Enquiry Officer and management of ECL had provided reasonable opportunity to the workman to defend his case but no extenuating circumstance was established by the union to justify that the employee was prevented from informing the management about his inability to attend duty. It is argued that a workman remaining absent in unauthorized manner for a long time even due to his illness without informing the management about it, could be terminated from service and the same is just and proper.

11. I have considered the rival contentions of the parties, argument advanced on behalf of the employer and the workman and evidence adduced by the parties. Admittedly, Haripada Majhi, an employee of 3 and 4 Jhanjra Incline, was absent from duty from 16.04.2014 till Charge Sheet was issued to him on 14.06.2014. Copy of the Charge Sheet was sent to the workman at his home address under registered post. The workman admitted receipt of the Charge Sheet and also participated in the enquiry proceeding. It is gathered from the uncontroverted evidence of Management Witness that the workman replied to the Charge Sheet only on 11.09.2014 (Exhibit M-5). In his reply the workman stated that he was seriously ill and received his medical treatment at Laudoha BPHC. He also attached a medical certificate along with his application. The enquiry proceeding had started and the second date for enquiry was fixed on 26.09.2014. The workman did not participate in the enquiry which was initially fixed on 22.08.2014. This implies that the workman actually continued to remain absent for five months till he submitted his reply on 11.09.2014. The enquiry proceeding has been placed in evidence as Exhibit M-6. On a perusal of the same it appears that a management representative was examined and he proved the charge of unauthorized absence against the workman. It was stated by Mr. C. K. Das, the management representative that the workman submitted sick certificate from 16.04.2014 to 19.04.2014 issued by a private Doctor. The chargesheeted employee did not dislodge the evidence of management representative and did not venture to cross him. During his evidence before the Enquiry Officer the charged employee stated that he was under treatment of Laudoha BPHC from 16.04.2014 to 10.09.2014 due to alcoholic liver disease and could not attend duty as per the advice of the Doctor. The workman did not explain how he received medical treatment simultaneously from a private doctor from 16.04.2014 to 19.04.2014 and from the doctor at the Government Health Centre at Laudoha from 16.04.2014 to 10.09.2014. In cross-examination the workman witness admitted that he did not give any information about his absence. Enquiry Report reveals that the workman attended duty for forty-seven (47) days in the year 2013 and forty-three (43) days in the year 2014. Since no charge of habitual absence was levelled against the workman the Enquiry Report regarding attendance of

the workman during 2013 and 2014 is inconsequential. The Enquiry Officer in his report dated 26.09.2014 (Exhibit M-7) held that the charge of unauthorized absence under Clause 26.29 of the Certified Standing Orders was established against the workman. Management issued a second Show Cause Notice (Exhibit M-9) seeking his comments about the findings of the Enquiry Officer. The charged employee submitted his reply to the second Show Cause Notice on 05.06.2015 (Exhibit M-10). The management having considered relevant materials issued an Office Order dated 21/27.07.2015 (Exhibit M-11), whereby the reply submitted by Haripada Majhi was not found satisfactory as he did not submit any treatment paper in proof of his serious illness and the workman was dismissed from service due to his unauthorized absence. The enquiry proceeding was held complying the principles of natural justice. The Disciplinary Authority granted reasonable opportunity to the charged employee to establish his defense case and justify his absence from duty for a long period. It appears to me that there was no irregularity or illegality in the manner of holding the enquiry proceeding. In the case of **Madhya Pradesh Electricity Board vs Jagdish Chandra Sharma [2005 (3) SCC 401]**, the Hon'ble Supreme Court of India observed that when an employee breaches such discipline and the employer terminates his services, it is not open to a Labour Court or an Industrial Tribunal to take the view that the punishment awarded is shockingly disproportionate to the charge proved unless the findings of the Enquiry Officer are perverse, without any evidence and is based on erroneous consideration of the evidence and materials available on record. In the present case the Enquiry Officer observed the principles of natural justice at the time of holding the enquiry proceeding and held the charged employee guilty of the charge of unauthorized absent from more than ten days on the basis of evidence and materials available. Therefore, by no stretch of imagination the findings of Enquiry Officer can be said to be perverse or liable to be set aside. It is true that Haripada Majhi produced a medical certificate purportedly issued by the Additional Medical Officer, Ludoha BPHC (Exhibit M-1). In course of cross-examination of the workman witness, no suggestion was put to him that the workman did not undergo medical treatment at BPHC or that the document produced by him along with the reply to the Charge Sheet was a forged document. At this juncture it is necessary to consider whether the workman can be reprieved for his unauthorized absence on a plea that absenting from duty was beyond his control. To deal with this issue it would be pertinent to refer to a decision of the Hon'ble High Court of Punjab and Haryana in the case of **Nav Bharat Industries Vs. Presiding Officer and another [2018 LLR 439]**, wherein it was held that if a workman remained absent unauthorizedly for a long time, even due to his illness without informing the management about it, termination of his service by invoking conditions as stipulated in the Certified Standing Orders, is not illegal. It was further held that when the workman does not inform the management about his illness, remaining absent for a long time, presumption drawn by the management that workman has abandoned his job of his own is justified. From the settled position of law, it would emerge that the workman is duty bound to inform the management about his remaining absent even on account of his illness if the circumstance does not create any justified hurdle in it. In the case under consideration the workman remained absent for a long time without any information. The workman under such condition loses his reliability and predictability to the employer. Turning up with a medical certificate after issuance of Charge Sheet cannot entitle the workman to any benefit. It appears to me that the management committed no illegality by passing order of dismissal to the workman. I, therefore hold that the decision of the management is appropriate and legal and the same calls for no interference and the Industrial Dispute is liable to be dismissed.

Hence,

ORDERED

that the Industrial Dispute raised on behalf of the Haripada Majhi is dismissed on contest. The workman is not entitled to be reinstated in service. The management of Eastern Coalfields Limited is directed to disburse all legal dues to the dismissed workman for his past service within two (2) months from the date of communication of the Award. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2025

का.आ. 1763.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इ सी एल** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल** के पंचाट (संदर्भ संख्या **22/2020**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **29/09/2025** को प्राप्त हुआ था।

[सं. एल -22012/1/2020-आईआर(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 30th September, 2025

S.O. 1763.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 22/2020**) of **the Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **M/s. ECL** and **their workmen** received by the Central Government on **29/09/2025**.

[No. L-22012/1/2020– IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 22 OF 2020

PARTIES: Ajay Giri
(son of Late Kapildev Giri)
Vs
Management of Kunustoria Area, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress
For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.**STATE:** West Bengal.**Dated:** 27/08/2025**AWARD**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/1/2020-IR(CM-II)** dated 25/09/2020 has been pleased to refer the following dispute between the employer, that is the Management of Kunustoria Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“(i) Whether the demand raised by President, Koyala Mazdoor Congress (HMS), Asansol, for providing employment under NCWA provision to the dependent of Late Kapildev Giri, Ex-Chainman of Kunustoria Area of ECL, whose name was kept in live roster by the management vide letter no. ECL/CMD/C-68/Empl/3/584 dated 15/16.9.1998 (copy enclosed) is appropriate and legal?”

“(ii) If yes, Whether the action of General Manager of Kunustoria Area of M/s. Eastern Coalfields Limited in denying employment under NCWA provision to the dependent of Late Kapildev Giri, Ex-Chainman is justified and legal? If not, what relief the dependent of Late Kapildev Giri, Ex-Chainman is entitled to and from which date?”

1. On receiving Order **No. L-22012/1/2020-IR(CM-II)** dated 25/09/2020 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 22 of 2020** was registered on 17/06/2021 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Union filed written statement on behalf of the dependents of Kapildev Giri, ex-employee of ECL. Fact of the case in brief, as disclosed in the written statement of the union dated 08/08/2022 is that Kapildev Giri died in harness on 31/01/1999. Under provision of NCWA one dependent of the deceased employee is entitled to get employment and spouse of the dependent is entitled to get Monetary Compensation. Radhika Giri, wife of the deceased initially submitted an application for providing employment to her. Management held screening of Radhika Giri and on being informed that the deceased left behind Ajay Giri as dependent son, management

proposed to maintain the name of the minor dependent son in the live roster of the company for providing him employment on his attaining majority. Employer company paid Monetary Compensation to the wife of the deceased as per the provision under clause 9.5.0 of NCWA. Minor son was examined by the Initial Medical Board and found fit. The name of Ajay Giri, Son of Late Kapildeo Giri was maintained in live roster of the company. According to Initial Medical Examination Board, age of the son was held to be more than fifteen years as on the date of death of employee. After the son attained eighteen years of age, wife of Late Kapildeo Giri applied for providing employment to the dependent son and furnished necessary documents. Management once again held screening and sent the son for examination by the Initial Medical Examination Board. On examining the matriculation certificate, Initial Medical Examination Board decided the date of birth of the son as 03/02/1982. According to date of birth mentioned in educational certificate age of Ajay Giri was computed as fourteen years eleven months and twenty eight days as on date of death of his father, which was two days short of fifteen years of age as on the date of death of the employee. According to the union JBCCI has now reduced the lower age limit of the dependent son as twelve years as on the date of death of an employee for the purpose of maintaining the name of the dependent son in live roster as per clause 9.5.0 of NCWA and claimed that proposal for employment should be considered sympathetically. Management instead of providing employment to the dependent son, regretted the prayer for employment, by issuing letter dated 19/20.12.2007. It is contended that in similar situations, in case of Puran Gope of Parascole Colliery (Reference No. 19 of 2005), the Tribunal had passed order in favour of the dependent son who was less than fifteen years of age as on date of death of employee. Further reference is made to a case where Hon'ble High Court at Calcutta ordered for providing employment to the minor son of Late Sitaram Singh of Chapui Khas Colliery whose age was less than fifteen years as on the date of death of the employee. Union demanding parity in treatment prayed for providing employment to Ajay Giri, dependent son of Late Kapildeo Giri under ECL and for providing Monetary Compensation to the wife of the deceased employee till employment is granted to the son.

3. Management of the employer company contested the Industrial Dispute by filing written statement on 18/01/2023. It is admitted that Kapildeo Giri was posted as Chainman at Kunustoria Area. It is contended that Industrial Dispute raised by the dependent son of the deceased employee is misconceived and not maintainable as the same has been raised after a lapse of long period after date of death of the employee. Management asserted that as per clause 9.5.0 (iii) of NCWA, "in case of death either in mine accident or for other reasons or medical unfitness under clause 9.4.0, if no employment has been offered and the male dependent worker of the concerned worker is fifteen years and above in age he will be kept on a live roster and would be provided employment commensurating with his skill and qualifications when he attained the age of eighteen years." Therefore, name of Ajay Giri would have been maintained in the live roster only if he attained the age of fifteen years at the time of death of his father. Since the minor son was fourteen years eleven months and twenty eight days as on 31/01/1997 he was not eligible for his name to be maintained in live roster. According to the circular dated 01/07/1998, clause I. (a) provides that "in cases of appointees who had passed Matriculation or Higher Secondary Examinations, or appeared in these Examinations prior to their entry into service the secondary or higher secondary certificate or admit card shall be treated as correct and this date should be recorded as authentic date of birth for the said person. There would remain no scope for any subsequent change." It is a case of the management that though name of the applicant was kept in live roster on the basis of Initial Medical Examination, subsequently on submission of certificate of Madhyamik Pariksha (Secondary Examination) of West Bengal Board of Secondary Education wherein date of birth of Ajay Giri was recorded as 03/02/1982, his age was considered as fourteen years eleven months and twenty eight days as on the date of death of his father. Accordingly, the Competent Authority regretted the claim for employment of the dependent son since he was less than fifteen years of age at the relevant time. According to the management claim for employment of Ajay Giri, dependent son of Late Kapildeo Giri is not maintainable and the management has Bonafide grounds to regret the claim for employment which is in accordance with rules and norms of the company. It is urged that the management of ECL is justified in denying the claim raised by the union for providing employment to the dependent son and further asserted that Ajay Giri is not entitled to get any relief.

4. Short point for consideration before this Tribunal is whether the claim for employment of the dependent son of Late Kapildeo Giri is justified and legal? If not what relief the dependent son of the deceased employee is entitled to?

5. Ajay Giri, dependent son of the deceased Kapildeo Giri has been examined as Workman Witness No. - I. He filed his affidavit-in-chief and produced the following documents:-

- (i) copy of Service excerpt of Kapildeo Giri in two pages is collectively produced as Exhibit W-1.
- (ii) copy of death certificate of Kapildeo Giri issued by Medical Officer of DSP Hospital is produced as Exhibit W-2.
- (iii) copy of Death Registration Certificate of Kapildeo Giri is produced as Exhibit W-3.
- (iv) copy of application dated 28/08/1997 submitted by his mother for employment is produced as Exhibit W-4.
- (v) copy of application of his mother in specified format for employment as dependent is produced as Exhibit W-5.

- (vi) copy of letter dated 03/10/1997 whereby his mother was called for appearing before the screening committee, in two pages is collectively produced as Exhibit W-6.
- (vii) copy of letter dated 15/10/1997 where his mother was called for appearing before Initial Medical Examination Board is produced as Exhibit W-7.
- (viii) copy of letter dated 20/10/1997 issued by Personnel Manager, Kunustoria Area for holding medical examination for his employment is produced as Exhibit W-8.
- (ix) copy of letter dated 19/05/1998 issued by Dy. Chief Personnel Manager of Kunustoria Area addressed to the General Manager (P&IR) regarding payment of Maintenance Allowance of Rs. 2000/ per month to his mother is produced as Exhibit W-9.
- (x) copy of letter dated 16/09/1998 approving the proposal for maintaining the name of the dependent son in live roster is produced as Exhibit W-10.
- (xi) copy of letter dated 23/08/2000 whereby the mother of Ajay Giri requested for providing employment to him on his attaining eighteen years of age is produced as Exhibit W-11.
- (xii) copy of letter dated 08/11/2000 by which Ajay Giri was called to appear before IME is produced as Exhibit W-12.
- (xiii) copy of letter to the General Manager for considering the proposal for employment of Ajay Giri is produced as Exhibit W-13.
- (xiv) copy of death certificate of Radhika Giri is produced as Exhibit W-14.
- (xv) copy of letter dated 14/04/2006 whereby proposal for employment of Ajay Giri was regretted on the ground that he was less than fifteen years by two days is produced as Exhibit W-15.
- (xvi) copy of letter dated 29/04/2006 by which proposal for employment of Ajay Giri was renewed, has been produced as Exhibit W-16.
- (xvii) copy of letter dated 20/12/2007 whereby Dy. Personnel Manager, Kunustoria Area informed that name of Ajay Giri could not be retained in the live roster as he was less than fifteen years on the date of death of his father is produced as Exhibit W-17.
- (xviii) copy of admit card issued by West Bengal Board of Secondary Education where date of birth of Ajay Giri is mentioned as 03/02/1982, is produced as Exhibit W-18.
- (xix) copy of Madhyamik Certificate of Ajay Giri issued by the West Bengal Board of Secondary Education is produced as Exhibit W-19.
- (xx) copy of heirship certificate of Kapildeo Giri issued by Councillor, Raniganj Municipality dated 03/02/1997 is produced as Exhibit W-20.

It transpires from the affidavit-in-chief that on the death of Kapildeo Giri on 31/01/1997, Radhika Giri, the wife applied for employment but the management suggested that employment might be granted to her son on his attaining eighteen years of age and till such time Monetary Compensation would be provided to the wife of the deceased employee according to clause 9.5.0 of NCWA. Medical Board of the company found Ajay Giri medically fit and decided that his age was more than fifteen years on the date of death of the employee. The Competent Authority of the management decided to maintain the name of the dependent son in live roster of the company and after he attained nineteen years of age he applied for employment and the proposal was processed. Initial Medical Examination was held where the Board decided his date of birth as 03/02/1982 on the basis of Madhyamik Board Certificate. Management thereafter issued letter regretting prayer for employment on the ground that age of the son was fourteen years eleven months and twenty eight days on the date of death of his father. It is stated by the witness that initially proposal for employment was considered and the Initial Medical Examination Board decided that his age was more than fifteen years and maintained his name in live roster of the company for providing him employment on attaining majority. It is gathered from cross-examination of the witness that according to the age recorded in Madhyamik Certificate he did not complete his fifteenth year on the date of death of his father.

6. Management examined Mr. Joydeep Barman as Management Witness No. - I. According to the management, Ajay Giri was not eligible for his name being maintained in the live roster as he was less than fifteen years on 31/01/1997. The circular dated 01/07/1998 lays down that in cases of appointees who passed Matriculation or Higher Secondary Examination or appeared in the examination prior to entry into service, the date of birth appearing in the secondary or higher secondary certificate or admit card shall be treated as correct and such date shall be recorded as authentic date of birth of the said person. It is stated that there would remain no scope for any subsequent change and though the name of the applicant was kept in the live roster on the basis of Initial Medical Examination (IME), on submission of Madhyamik Pariksha (Secondary Examination) certificate of West Bengal Board of Secondary Education wherein his date of birth is recorded as 03/02/1982 established that he was fourteen

years eleven months and twenty eight days on the date of death of his father and the Competent Authority for such reason regretted the claim for employment of Ajay Giri. During examination, management produced the following documents:-

- (i) copy of letter of Personnel Manager dated 09/11.12.2000 communicating decision to the General Manager (P&IR) is marked as Exhibit M-1.
- (ii) copy of report of the Initial Medical Examination where his age was determined as sixteen years as on the date of examination i.e. 13/11/1997 is marked as Exhibit M-2.
- (iii) copy of application of Radhika Giri dated 23/08/2000 addressed to the General Manager, claiming employment for her son, Ajay Giri is marked as Exhibit M-3.
- (iv) copy of letter dated 14/04/2006 issued by the Personnel Manager, Kunustoria Area informing Ajay Giri that as he was fourteen years eleven months and twenty eight days of age on the date of death of his father and he was not eligible for employment, as Exhibit M-4.

In course of cross-examination witness deposed that Radhika Giri, wife of the deceased employee was referred for Initial Medical Examination on 22/10/1997 (Exhibit W-7). She was denied employment by the management and her son was asked to appear in the Initial Medical Examination on 13/11/1997 where he was found to be more than fifteen years of age on the date of death of his father. Witness further stated that Monetary Compensation was paid to the wife of the deceased and Ajay Giri was kept in live roster for his future employment on attaining majority. Subsequently Matriculation certificate of Ajay Giri was considered wherein his age appeared to be less than fifteen years as on the date of death of his father. It is admitted that a meeting took place between Koyala Mazdoor Congress (HMS) union and the General Manager (P&IR), Sanctoria on 20/06/2019 wherein it was assured by the management that management would examine the claim for employment of the dependent son of Kapildeo Giri as per NCWA and other guidelines (marked as Exhibit W-21 on admission).

7. Mr. Rakesh Kumar, union representative submitted that Radhika Giri, wife of the deceased employee appeared before the Medical Examination Board and was found eligible for employment as dependent as per the provision under section 9.5.0 of NCWA. Management however proposed to maintain the name of the minor son in live roster for his future employment and Monetary Compensation would be paid to the wife of the deceased. On such assurance spouse agreed to receive Monetary Compensation. On 20/10/1997 Personnel Manager, Kunustoria Area issued letter addressed to the Area Medical Officer for assessing age of Ajay Giri for providing employment to him in coal mines. From letter dated 15/16.09.1998 issued by the Dy. Chief Personnel Manager (HQ) addressed to the Dy. Chief Personnel Manager, Kunustoria Area (Exhibit W-10) it would appear that the Competent Authority was pleased to approve the proposal to keep the name of Ajay Giri, the minor son in live roster, as his age was fifteen years plus at the time of death of his father and the widow was allowed Monetary Compensation. Mr. Rakesh Kumar further argued that Radhika Giri issued letter dated 23/08/2000 to the General Manager, Kunustoria Area informing that her son has attained eighteen years of age and she furnished all documents and certificates for providing employment to her son in place of his deceased father. Mr. Kumar argued that once the management instead of providing employment to the wife of the deceased held medical examination of her son and found his age to be more than fifteen years at the time of death of his father when he did not complete his Matriculation, there cannot be any reason for refusing employment to the dependent son on the ground that he was less than fifteen years of age on the date of death of his father according to certificates. Referring to letter dated 14/04/2006 issued by the Personnel Manager (Exhibit W-15) informing that name of Ajay Giri could not be maintained in live roster as he was found to be fourteen years eleven months and twenty eight days of age on the date of death of his father, it is argued by the union representative that if Madhyamik Certificate was considered for determination of age, he was only two days short of fifteen years on the date of death of his father and the management on earlier occasions have granted employment to the dependent son who was below fifteen years. Referring to the case of Yogindera Singh and Anr. Vs. Coal India Limited & Ors. (WP No. 1202 of 2010) it is argued that Yogindera Singh, Son of Late Sitaram Singh of Chapui Khas Colliery was fourteen years eight months and eight days old at the time of his father's death but the Hon'ble High Court directed the management to reconsider the claim to provide employment to Jogendra Singh under necessary rules and schemes and held that opinion of the company in not providing employment to the dependent son was irrational and unreasonable. Seeking parity with the relief provided in the case of Yogindera Singh, Mr. Kumar prayed for an Award in favour of Ajay Giri, the dependent son for his employment under ECL.

8. Mr. P. K. Das, learned advocate for ECL argued that according to the provision of relevant NCWA applicable in the year 1997 dependent son should have been fifteen years of age on the date of death of an employee for his name to be maintained in live roster, for providing employment on his attaining majority of age. In the instant case age of Ajay Giri according to his Madhyamik Certificate issued in the year 2000 was computed as less than fifteen years on the date of death of his father and he is not entitled to be considered for employment as per the provision of NCWA. Ld. Advocate for the management argued that this Industrial Dispute is liable to be dismissed.

9. Having considered the facts and circumstances of the case, I find that Kapildeo Giri, ex-employee of ECL at Kunustoria Area died in harness on 31/01/1997 leaving behind Radhika Giri, his wife and Ajay Giri, his minor son. According to the clause 9.5.0 of NCWA Radhika Giri applied for her employment as a dependent. Management did not provide employment to her and proposed to maintain the name of Ajay Giri in live roster till he attains majority. Management assessed age of Ajay Giri which is evident from letter dated 21/10/1997, written to the Area Medical Officer (Exhibit W-8). Dy. Chief Personnel Manager of Kunustoria Area in his letter dated 19/05/1998 addressed to the General Manager (P&IR), ECL, Sanctoria (Exhibit W-9) communicated that maintenance allowance of Rs. 2000/- was approved in favour of Radhika Giri, wife of ex-employee and further stated that since son of Radhika Giri was more than sixteen years and less than eighteen years as per the provision of NCWA-V she applied for providing employment to her son after he completed eighteen years of age. From subsequent letter dated 16/09/1998 issued by the Dy. Chief Personnel Manager (HQ) addressed to Dy. Chief Personnel Manager, Kunustoria Area (Exhibit W-10) it is evident that competent authority of ECL was pleased to approve the proposal to keep the name of the dependent son in the live roster as his age was fifteen years plus at the time of death of the employee. Copy of the said letter was also communicated to Radhika Giri. When Ajay Giri attained eighteen years of age his mother submitted application dated 23/08/2000, addressed to the General Manager, Kunustoria Area (Exhibit W-11) along with several documents and certificates, seeking employment for her son in place of his deceased father. Management referred Ajay Giri for his medical examination and employment file of Ajay Giri was forwarded to Head Quarters under letter dated 09/11.12.2000 (Exhibit W-13). Management finally observed that Ajay Giri was not eligible for his name to be maintained in live roster as he was less than fifteen years of age on the date of death of his father. Management appears to have recalled its decision on the basis of date of birth of the dependent son which appeared in the admit card issued by the West Bengal Board of Secondary Education (Exhibit W-18) and in the Madhyamik Examination (Secondary Examination) certificate of the year 2000 (Exhibit W-19). Be that as it may, management had already taken a decision of maintaining the name of the minor dependent son in the live roster on approval of the Competent Authority on the basis of his medical examination. On attaining majority when application for employment was submitted in the year 2000 along with documents, management decided to hold medical examination on 15/11/2000. At the relevant time on examination of education certificate and admit card of the candidate issued at a later course of time, it was revealed that his date of birth was 03/02/1982 and on the basis of such document his age was calculated to be fourteen years eleven months and twenty eight days on the date of death of his father. I find that the dependent son was only two days short of completion of fifteen years of age on the date of death of his father. According to clause 9.5.0 age of male dependent of the concerned worker should be above fifteen years of age for his name to be maintained in live roster. In my considered view management having assessed the age of the minor son on earlier occasion and approved to maintain his name in the live roster finding him above fifteen years of age on the date of death of his father, cannot be allowed to change their decision only on finding the minor son short of two days in completion of his fifteenth year on the date of death of his father. As per recorded date of birth in the admit card, management of ECL introduced provision for maintaining name of dependents in live roster from 22/02/1996. Initially minimum age for maintaining names in the roster was fifteen years and from the year 2000 minimum age limit for maintaining name of dependents in live roster was reduced to twelve years. Management, therefore, should consider the case of Ajay Giri for employment instead of disqualifying him on the ground that he was two days short of fifteen years on the date of death of his father.

10. In this respect parity has to be ensured to the dependent son with the relief that was extended to Yogindera Singh, son of Late Sitaram Singh, the deceased employee, Ex-pump Khalasi of Chapui Khas Colliery. It transpires from judgment of Hon'ble High Court at Calcutta in WP No. 1202 of 2010 that at the time of death of Sitaram Singh, Yogindera Singh was fourteen years eight months and eight days old which was less than fifteen years and was not found eligible for his name to be kept in the live roster. Wife of the deceased was paid Monetary Compensation of Rs. 2,000/- per month. Hon'ble High Court directed the management to reconsider the claim of the petitioner under necessary rules and schemes which was in existence at the relevant time and also Monetary Compensation in accordance with law. In the present case at the time of considering prayer for employment, rules were already changed, reducing the minimum age of the male dependent to twelve years for being eligible to be kept in live roster. It appears to me that the management should have considered the claim of employment of the dependent son on the basis of earlier commitment and also their prevailing rules, where minimum age of eligibility for consideration was reduced to twelve years instead of fifteen years. Since the management had already considered the issue related to age of the dependent son earlier to the issuance of admit card bearing date of birth as 03/02/1982, management of ECL is duty bound to follow their own commitment and also treat similarly circumstanced candidates in similar manner and ensure parity in respect of treatment. I therefore hold that Ajay Giri is entitled to get employment as per the provision under clause 9.5.0 of NCWA. Falling short of two days to fifteen years on the date of death of his father cannot be a ground for disqualifying the dependent son from being granted employment.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest. Management of Kunustoria Area, ECL is directed to provide employment to Ajay Giri, the dependent son of Kapildeo Giri, ex-employee within two months from date of communication of the Award. Let copies of Award be sent to the Ministry in duplicate for information.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2025

का.आ. 1764.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इ सी एल** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 07/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/09/2025 को प्राप्त हुआ था।

[सं. एल -22012/168/2018-आईआर(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 30th September, 2025

S.O. 1764.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 07/2019**) of **the Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **M/s. ECL** and **their workmen** received by the Central Government on **29/09/2025**.

[No. L-22012/168/2018- IR (CM-II)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 07 OF 2019

PARTIES: Shankar Kumar Mistry
(dependent son of Late Brijdeo Mistry)

Vs.

Management of Madhusudanpur Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 22.08.2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/168/2018-IR(CM-II)** dated 10.01.2019 has been pleased to refer the following dispute between the employer, that is the Management of Madhusudanpur Colliery under Kajora Area of Eastern Coalfields Limited

and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the management of Madhusudanpur Colliery of Eastern Coalfields Ltd in not providing employment on compassionate ground to Sri Shankar Kr. Mistry, S/o Lt. Brijdeo Mistry is justified or not. If not what relief to which Sri Shankar Kr. Mistry son of Lt. Brijdeo Mistry, ex-employee of Madhusudanpur Colliery is entitled to? ”

1. On receiving Order No. L-22012/168/2018-IR(CM-II) dated 10.01.2019 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 28.01.2019 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The management of Eastern Coalfields Limited (hereinafter referred to as ECL) contested the case by filing their written statement on 26.12.2022. The dependent of the workman filed written statement in this case on 06.03.2023 through Mr. Rakesh Kumar, President, Koyala Mazdoor Congress. Fact of the case, as disclosed in the written statement of the union is that Brijdeo Mistry was a permanent employee at Madhusudanpur Colliery under Kajora Area of ECL. He was posted as an Underground Loader. While he was in service of the company, he died on 25.06.1999. According to the provisions of the National Coal Wage Agreement (hereinafter referred to as NCWA) applicable to the employee and employer, one dependent of the deceased employee is entitled to get employment as per Clause 9.3.2 of NCWA-VI. Initially, the wife of Late Brijdeo Mistry had applied for providing employment to Rinki Kumari, the dependent daughter of the deceased employee as the son was below eighteen (18) years of age. Management processed the proposal for employment of Rinki Kumari, the unmarried daughter and after screening at the Colliery Level the proposal for employment was sent for further action. The Area Office delayed in processing of proposal for employment of Rinki Kumari in order to discourage the employment of female dependent. In course of time marriage of Rinki Kumari was solemnized and according to NCWA, married daughter could not get employment. The wife of the deceased nominated Shankar Kumar Mistry, son of the deceased employee for employment and submitted all the documents. According to the union the claim for employment of the son was a continuous process as management did not provide employment to the married daughter of Late Brijdeo Mistry. After a considerable period, management did not provide employment to the dependent son. As a result, the workers' union raised an Industrial Dispute before the Assistant Labour Commissioner (Central), Raniganj. During conciliation proceeding management agreed to process the proposal for employment of the dependent son. A Memorandum of Settlement was signed on 03.03.2011 before the Assistant Labour Commissioner (Central), Raniganj. However, after passage of a considerable period, management did not process the proposal for employment of Shankar Kumar Mistry. The union was constrained to raise this Industrial Dispute, claiming employment for the dependent son. Further case of the union is that dependent daughter claimed employment on 22.02.2000 and after her marriage the wife and daughter of Late Brijdeo Mistry issued no objection in favour the dependent son. The management neither provide any monetary compensation to the wife of Late Brijdeo Mistry nor employment to the dependent son. The wife died on 27.05.2004 and the dependent has no source of income to maintain his livelihood. In this Industrial Dispute union has claimed for employment of the dependent son according to the provisions of NCWA.

3. Management submitted their written statement contending that the claim for employment has been raised seventeen (17) years after the death of Late Brijdeo Mistry. Referring to the decision of the Hon'ble Supreme Court of India in the case of **M/s. Eastern Coalfields Ltd Vs. Anil Badyakar and Others [Civil Appeal No. 3597 of 2009]**, it is stated that the Hon'ble Court has disapproved employment on compassionate ground after passage of long years. According to the management of ECL, Rinki Kumari, daughter of Brijdeo Mistry had applied for employment on 22.02.2000 after death of her father. She did not contact with the management for years together and did not submit relevant documents for the purpose of processing the claim for her employment. After a long period, Shankar Kumar Mistry filed an application on 22.04.2014, claiming employment as dependent son in place of his sister Rinki Kumari, who was already married. It is contended that Shankar Kumar Mistry submitted his application for employment after fifteen (15) years from the date of death of his father and at the time of death of his father he was nine (9) years old for which his name could not be considered for being maintained in the Live Roster as per NCWA. Management has therefore, prayed for dismissing the Industrial Dispute, on the ground that it is bereft of merit.

4. The point for consideration is whether management of Madhusudanpur Colliery is justified in not providing employment to Shankar Kumar Mistry on compassionate ground and to what relief the dependent son of Late Brijdeo Mistry is entitled to.

5. In order to substantiate the case of the dependent son, union examine Shankar Kumar Mistry as Workman Witness No. 1. He filed an affidavit-in-chief where he has reiterated the case disclosed in the written statement. In course of his evidence the workman witness has produced the following documents :

- (i) Copy of the Certificate of Death dated 25.06.1999 of Brijdeo Mistry issued from Central Hospital,

- Kalla has been produced as Exhibit W-1.
- (ii) Copy of the Death Registration Certificate of Brijdeo Mistry, as Exhibit W-2.
 - (iii) Copy of the Identity Card of Brijdeo Mistry issued by the management, as Exhibit W-3.
 - (iv) Copy of the Service Record Excerpt of Brijdeo Mistry dated 13.05.1987, as Exhibit W-4.
 - (v) Copy of the Application dated 13.09.1999 of Rameli Devi to the Agent of Madhusudanpur Colliery, informing him about the death of Brijdeo Mistry, as Exhibit W-5.
 - (vi) Copy of the Application for employment of Rinki Kumari Mistry against death of her father dated 22.02.2000, as Exhibit W-6.
 - (vii) Copy of the Report of the Screening Committee, as Exhibit W-7.
 - (viii) Copy of the Death Registration Certificate of Rameli Devi, as Exhibit W-8.
 - (ix) Copy of the Certificate of Death dated 29.07.1996 of Ranjit Kumar Mistry, issued by Dr. P. C. Choudhary, as Exhibit W-9.
 - (x) Copy of the Memorandum of Settlement dated 03.03.2011, as Exhibit W-10.
 - (xi) Copy of the Application for employment of Shankar Kumar Mistry against death of his father, as Exhibit W-11.
 - (xii) Copy of the Attestation Form of Shankar Kumar Mistry dated 11.03.2014, as Exhibit W-12.
 - (xiii) Copy of the Indemnity Bond dated 28.02.2014 submitted by Shankar Kumar Mistry, as Exhibit W-13.
 - (xiv) Copy of the No Objection Certificate from the family members of Late Brijdeo Mistry in favour of Shankar Kumar Mistry, as Exhibit W-14.
 - (xv) Copy of the Notice dated 08.10.2014 for screening of Shankar Kumar Mistry, as Exhibit W-15.
 - (xvi) Copy of the letter dated 14.01.2015 issued by the Deputy Manager (Personnel) addressed to the dependent of Late Brijdeo Mistry regarding discrepancies, as Exhibit W-16.
 - (xvii) Copy of the Reply of Shankar Kumar Mistry dated 02.02.2015 against the letter dated 14.01.2015, as Exhibit W-17.
 - (xviii) Copy of the letter dated 28.07.2015 issued by the Deputy Manager (Personnel), Madhusudanpur Colliery addressed to the Senior Manager (Personnel), Kajora Area, regarding Initial Medical Examination of the dependent of Late Brijdeo Mistry has been produced as Exhibit W-18.
 - (xix) Copy of the Birth Certificate of Shankar Kumar Mistry, as Exhibit W-19.

6. In course of cross-examination the witness stated that he studied up to Class-VI in Madhusudanpur Colliery School. His elder sister who claimed employment is married. The witness denied that he submitted application for employment for the first time on 24.04.2014 but did not mention any other specific date on which he submitted application for employment on earlier occasion. It transpires from the evidence of Shankar Kumar Mistry that since his sister did not get employment, he subsequently submitted his application for employment. The witness deposed that at the time of his father's death he was fifteen and half (15 and ½) years of age. He also admitted that the contents of application submitted by Rinki Kumari are correct. A suggestion was put to the witness that he was nine (9) years of age in the year 2000 but he denied the same. Witness denied the suggestion that he is not entitled to get employment in place of his deceased father on the ground that he was nine years of age at the time of death of his father. It is also denied that his mother did not claim for monetary compensation during her lifetime.

7. Mr. Proloy Dasgupta, Manager (Personnel), Madhusudanpur Colliery was examined as Management Witness No. 1. He filed an affidavit-in-chief disclosing that Rinki Kumari, the daughter of the deceased employee had applied for employment on 22.02.2000, the proposal for employment of Rinki Kumari was processed and sent to the ECL Headquarters but the employment file was returned due to delay in submission of claim. The management witness further submitted that Rinki Kumari did not contact with the management for years together and after passage of thirteen (13) years Shankar Kumar Mistry claimed for employment in place of his deceased father, Late Brijdeo Mistry, by submitting an application on 24.04.2014. It transpires from the statement in the affidavit-in-chief of management witness that Rinki Kumari was married. In Paragraph No. 8 the witness stated that in the Indemnity Bond and Certificate issued by MLA, and submitted by Rinki Kumari at the time of claiming her employment, the age of Shankar Kumar Mistry was stated as nine (9) years as on 08.03.2000, which implies that at the time of death of his father the age of Shankar Kumar Mistry was only eight (8) years and three (3) months and his name was not considered for being maintained in the Live Roster. The witness stated that the claim for employment by the son is not valid and the same could not have been accepted. Management produced the

following documents in support of their case :

- (i) Copy of the Death Registration Certificate of Brijdeo Mistry has been produced as Exhibit M-1.
- (ii) Copy of the Service Record Excerpt of Brijdeo Mistry, as Exhibit M-2.
- (iii) Copy of the application for employment of Rinki Kumari Mistry against death of her father, as Exhibit M-3.
- (iv) Copy of the Relationship certificate of Brijdeo Mistry, mentioning the names of family members and their relationship with the deceased employee, as Exhibit M-4.
- (v) Copy of the Indemnity Bond dated 08.03.2000 submitted by Rinki Kumari, as Exhibit M-5.
- (vi) Copy of the Application for employment of Shankar Kumar Mistry against death of his father, as Exhibit M-6.
- (vii) Copy of the Letter dated 17.03.2001 issued by the Deputy Chief Personnel Manager, Kajora Area, regretting the proposal for employment on the ground of delay, as Exhibit M-7.

8. During cross-examination the witness deposed that a screening test of Rinki Kumari was held by the management for her employment and produced a letter dated 17.03.2001 (Exhibit M-7) issued by the Deputy Chief Personnel Manager, Kajora Area, informing that the files of the following employees were returned on the ground of delay as the claim for employment was made six months after the date of death of the employee. Witness submitted that no monetary compensation was paid to the wife of the deceased. It further transpires from the evidence of Management Witness No. 1 that the Memorandum of Settlement dated 03.03.2011 was entered between the management and union representative where it was agreed that management shall examine the document and after verifying genuineness of the case management shall forward the same within ninety (90) days of receipt of the application and that it was also agreed that application would be submitted within thirty (30) days from the date of Memorandum of Settlement but no such application was submitted. It is stated that in the cross-examination the application was submitted after three (3) years from the date of Memorandum of Settlement. The management witness in his cross-examination deposed that management did not violate the terms of NCWA by not paying monetary compensation to the wife and not providing employment on compassionate ground to the dependent son or daughter of the deceased employee.

9. Mr. Rakesh Kumar, Union representative arguing the case on behalf of the dependent son submitted that after death of Brijdeo Mistry on 25.06.1999, initially an application was submitted on 22.02.2000 (Exhibit W-6) for employment of Rinki Kumari, the daughter of the deceased employee. The wife of the deceased died on 27.05.2004, thereafter an application was submitted on 24.04.2014 by Shankar Kumar Mistry for his employment (Exhibit W-11). It is argued that the management delayed over the matter for which an Industrial Dispute was raised and a Memorandum of Settlement was executed by the representatives of management and Mr. P. C. Pandey, Vice President, Colliery Mazdoor Congress (HMS) on 03.03.2011 (Exhibit W-10). According to the terms of settlement management agreed to process the proposal for employment within ninety (90) days of receipt of the application and the application would be submitted within thirty (30) days from the date of Memorandum of Settlement. It is submitted that screening of Shankar Kumar Mistry was held but no receipt was filed. The Deputy Manager (Personnel) of Madhusudanpur Colliery by his letter dated 14.01.2015 (Exhibit W-16) returned the employment file on the ground the during screening held on 05.04.2000 Rameli Devi stated that she has four daughters and only one son and Shankar Kumar Mistry did not appear before the said screening committee on 05.04.2000. The management sought for clarification in this regard. It was further stated that claim for employment of Shankar Kumar Mistry was received on 24.04.2014 after considerable lapse of time and the reason for delay was required to be proved. Mr. Rakesh Kumar submitted that the reply to the queries were submitted by Shankar Kumar Mistry on 02.02.2015 (Exhibit W-17). On 28.07.2015 the management decided to hold the medical examination of Shankar Kumar Mistry for the purpose of his employment but thereafter management did not communicate the finality of such claim for employment. It is argued by the union representative that as per the provisions of NCWA, management of ECL should be directed to provide employment to the dependent son.

10. Mr. P. K. Das, learned advocate for the management, in reply argued that after the death of employee on 25.06.1999, the first application claiming employment was made by Rinki Kumari on 22.02.2000. She did turn up before the management for a long period and subsequently she got married and was no more entitled to get employment as a dependent of her father. After fifteen (15) years from the date of death of Brijdeo Mistry, Shankar Kumar Mistry submitted application on 24.04.2014, claiming employment. Learned advocate argued on two counts, Firstly, it is submitted that the application for employment was submitted by the son, long after death of father. Since the family was able to tide over the financial crisis, if any, the son was not entitled to claim employment on compassionate ground after fifteen years. The second point of argument is that in the Indemnity Bond, submitted by Rinki Kumari (Exhibit M-5) dated 08.03.2000 she stated that at the time of her father's death Shankar Kumar Mistry was nine (9) years of age. Learned advocate submitted that on the basis of their own statement which has been proved by the management witness, it transpires that the petitioner son was only eight (8) years and three (3) months

on the date of death of the employee. It is argued that according to NCWA-VI the minimum age of a minor son should be twelve (12) years for his name to be maintained in the Live Roster of the company for the purpose of employment. In the instant case the age of Shankar Kumar Mistry was far below the eligible age as per Clause 9.5.0 (iii) of NCWA-VI. Therefore, he did not fulfill the condition for being considered for employment on attaining majority. Learned advocate urged that the Industrial Dispute is liable to be dismissed.

11. I have considered the arguments advanced on behalf of the union and learned advocate for the management in the light of pleadings of parties and evidence adduced. On a conspectus of relevant materials, it appears that the son of the deceased employee submitted his application for employment, fourteen (14) years and ten (10) months after the death of his father. It appears from the Indemnity Bond, earlier submitted by Rinki Kumari (Exhibit M-5) that the age of Shankar Kumar Mistry was nine years on the date of death of the employee i.e., 25.06.1999. It therefore, appears that the age of Shankar Kumar Mistry was far below twelve (12) years at the time of his father's death and did not fulfill the conditions of Clause 9.5.0 (iii) of NCWA-VI for the purpose of his name being maintained in the Live Roster of the company. No application had been filed at any point of time for maintaining the name of the minor son in the Live Roster therefore even if any application was made, he would not have been eligible for consideration for employment on attaining majority. The terms of NCWA serve as guiding principle for the purpose of employment to the dependent of the employee are required to be strictly complied. Once the terms are settled between the management of the employer company and the employees, there is no escape from such mandates. In the present case, I find that apart from delay in submitting application by Shankar Kumar Mistry for his employment against death of his father, there was no scope for his being considered for employment as he was a minor and far below the age for his name to be maintained in the Live Roster.

12. Under such facts and circumstances, I hold that Shankar Kumar Mistry is not entitled to any employment as dependent son of Late Brijdeo Mistry, as per the terms of NCWA. The Industrial Dispute is therefore dismissed on contest.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest. The dependent son is not entitled to get employment under Eastern Coalfields Limited, as claimed by him. The management of Eastern Coalfields Limited is directed to pay all the legal dues to the legal heirs of Late Brijdeo Mistry, if not disbursed earlier. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer