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सं. 43]	नई दिल्ली, नवम्बर 2—नवम्बर 8, 2025, शनिवार/कार्तिक 11—कार्तिक 17, 1947
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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)

कोयला मंत्रालय
नई दिल्ली, 29 अक्टूबर, 2025

का.आ. 1906.—खान और खनिज (विकास और विनियमन) (एमएमडीआर) अधिनियम, 1957 की धारा 26 के साथ पठित धारा 30 के तहत निहित शक्तियों का प्रयोग करते हुए, राष्ट्रपति तत्काल प्रभाव से अगले आदेश तक सिंगल बेंच, पुनरीक्षण प्राधिकारी, कोयला मंत्रालय के बीच गठन और कार्य आवंटन में संशोधन करते हैं।

2. एमएमडीआर अधिनियम, 1957 की धारा 30 के तहत केंद्र सरकार की शक्ति, जो राज्य सरकार अथवा अन्य प्राधिकारी द्वारा अधिनियम या उसके तहत बनाए गए नियमों द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए किए गए किसी भी आदेश से व्यथित किसी भी व्यक्ति द्वारा दायर पुनरीक्षण आवेदनों के निपटान के लिए है, जहां तक वे कोयला और लिग्नाइट से संबंधित हैं, निम्नलिखित सिंगल बेंच पुनरीक्षण प्राधिकरणों द्वारा प्रयोग की जाएगी:

क्र.सं.	पुनरीक्षण प्राधिकारी (आरए) का विवरण	अधिकार क्षेत्र
1	श्री संजीव कुमार कस्सी, संयुक्त सचिव, कोयला मंत्रालय, कमरा नंबर 321- ए/बी, शास्त्री भवन, नई दिल्ली।	एनएलसीआईएल और उसकी सहायक कंपनियाँ, बीसीसीएल, ईसीएल, एसईसीएल, एनसीएल, और अन्य सभी कोयला एवं लिग्नाइट सार्वजनिक क्षेत्र के उपक्रम और साथ ही कोयला और लिग्नाइट पीएसयू जहाँ सुश्री चेतना शुक्ला, डीडीजी सरकारी नामित निदेशक के रूप में प्रतिनिधित्व करती हैं।
2.	सुश्री चेतना शुक्ला, उप महानिदेशक, [संयुक्त सचिव स्तर], कोयला मंत्रालय, लोक नायक भवन, 5वीं मंजिल, नई दिल्ली।	सीआईएल, एमसीएल, सीसीएल, डब्ल्यूसीएल, एससीसीएल, और सभी निजी कोयला और लिग्नाइट कंपनियाँ और साथ ही कोयला और लिग्नाइट पीएसयू जहाँ श्री संजीव कुमार कस्सी, संयुक्त सचिव, कोयला मंत्रालय सरकारी नामित निदेशक के रूप में प्रतिनिधित्व करते हैं।

3. ऊपर बताए गए सिंगल बेंच पुनरीक्षण प्राधिकारी के सामने रखे गए सभी आवेदन पर एमएमडीआर एक्ट, 1957 की धारा 30 के तहत मेरिट के आधार पर फैसला किया जाएगा।

[फा. सं. 36019/1/2019 –स्थापना]

लखपत सिंह चौधरी, संयुक्त सचिव

MINISTRY OF COAL

New Delhi, the 29th October, 2025

S.O. 1906 .—In exercise of the powers vested under Section 30 read with Section 26 of Mines and Minerals (Development and Regulation) (MMDR) Act, 1957, the President is pleased to amend the constitution and allocation of work between Single Bench, Revisional Authority, Ministry of Coal with immediate effect until further orders.

2. The power of the Central Government under Section 30 of the MMDR Act, 1957 for disposal of revision applications, filed by any person aggrieved by any order made by the State Government or other authority in exercise of the powers conferred on it by the Act or the rules made thereunder so far as they pertain to coal and lignite, shall be exercised by the following Single Bench Revisional Authorities:

Sl.No.	Details of Revisional Authority (RA)	Jurisdiction
1	Shri Sanjeev Kumar Kassi, Joint Secretary, Ministry of Coal. Room No. 321- A/B, Shastri Bhawan, New Delhi.	NLCIL & its subsidiaries, BCCL, ECL, NCL, SECL and all other Coal & Lignite PSUs and also Coal & Lignite PSUs where Ms. Chetna Shukla, DDG represents as Government nominee Director.
2	Ms. Chetna Shukla, Deputy Director General, [JS Level], Ministry of Coal, Lok Nayak Bhawan, 5th Floor, New Delhi.	CIL, MCL, CCL, WCL, SCCL, and all Private Coal & Lignite Companies and also Coal & Lignite PSUs where Shri Sanjeev Kumar Kassi, Joint Secretary, Ministry of Coal represents as Government nominee Director.

3. All the applications placed before the above Single Bench Revisional Authorities shall be disposed of on merit under Section 30 of MMDR Act, 1957.

[F. No. 36019/1/2019 –Establishment]

LAKHPAT SINGH CHOUDHARY, Jt. Secy.

नई दिल्ली, 3 नवम्बर, 2025

का.आ. 1907.—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 सरकार के कोयला मंत्रालय की अधिसूचना का. आ. संख्यांक 3368(अ.), तारीख 22 जुलाई, 2025, जो भारत के राजपत्र, असाधारण, भाग II, खंड 3,

उपखंड (ii), तारीख 22 जुलाई, 2025, में प्रकाशित की गई थी, 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 एनएमडीसी लिमिटेड (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए सहमत 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 इस प्रकार निहित 557.49 हेक्टेयर (लगभग) या 1377.57 एकड़ (लगभग) माप वाली उक्त भूमि और उक्त भूमि में या उस पर के सभी अधिकार तारीख 22 जुलाई 2025 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थातः -

- (i). सरकारी कंपनी, उक्त अधिनियम और अन्य सुसंगत विधियों के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, क्षतियों आदि और वैसी ही मदों की बाबत सभी संदाय करेगी;
- (ii). शर्त (1) के अधीन सरकारी कंपनी द्वारा संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा, और ऐसे किसी अधिकरण और उक्त अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार निहित उक्त भूमि में या उस पर अधिकारों के लिए या उससे संबंधित सभी कानूनी कार्यवाहियों जैसे अपील आदि के संबंध में किए गए सभी व्यय भी सरकारी कंपनी द्वारा वहन किए जाएंगे।
- (iii). सरकारी कंपनी, केन्द्रीय सरकार और उसके पदाधिकारियों को, ऐसे किसी अन्य व्यय के प्रति क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के संबंध में, केन्द्रीय सरकार या उसके पदाधिकारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;
- (iv). सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और उसके अधिकारों को किसी अन्य व्यक्ति को अन्तरण करने की कोई शक्ति नहीं होगी; और
- (v). 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 जाएं या अधिरोपित किए जाएं।

[फा. सं. 43015/8/2023-एलएआईआर]

दर्शन कुमार सोलंकी, निदेशक

New Delhi, the 3rd November, 2025

S.O. 1907.— Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 3368(E), dated the 22nd July, 2025, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 22nd 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 said land described in the Schedule appended to the said notification (hereinafter referred to as the said land) are 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 NMDC 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 557.49 hectares (approximately) or 1377.57 acres (approximately) and all rights in or over the said land so vested shall with effect from the 22nd 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:-

- (i). 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;
- (ii). 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 (i) 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 land so vested, shall also be borne by the Government company;
- (iii). 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 land so vested;
- (iv). The Government company shall have no power to transfer the said land and the rights to any other persons without the prior approval of the Central Government; and
- (v). 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 land, as and when necessary.

[F. No. 43015/8/2023-LAIR]

DARSHAN KUMAR SOLANKI, Director

नई दिल्ली, 3 नवम्बर, 2025

का.आ. 1908.—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 सरकार के कोयला मंत्रालय की अधिसूचना का. आ. संख्यांक 2487 (अ.), तारीख 5 जून 2025, जो भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii), तारीख 5 जून 2025 में प्रकाशित की गई थी, 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 एन.एम.डी.सी. लिमिटेड (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए सहमत 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 इस प्रकार निहित 825.00 हेक्टेयर (लगभग) या 2038.58 एकड़ (लगभग) माप वाली उक्त भूमि और उक्त भूमि में या उस पर के सभी अधिकार तारीख 05 जून, 2025 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थातः -

- (i). सरकारी कंपनी, उक्त अधिनियम और अन्य सुसंगत विधियों के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, क्षतियों आदि और वैसी ही मदों की बाबत सभी संदाय करेगी;
- (ii). शर्त (1) के अधीन सरकारी कंपनी द्वारा संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा, और ऐसे किसी अधिकरण और उक्त अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार निहित उक्त भूमि में या उस पर अधिकारों के लिए या उससे संबंधित सभी कानूनी कार्यवाहियों जैसे अपील आदि के संबंध में किए गए सभी व्यय भी सरकारी कंपनी द्वारा वहन किए जाएंगे।
- (iii). सरकारी कंपनी, केन्द्रीय सरकार और उसके पदाधिकारियों को, ऐसे किसी अन्य व्यय के प्रति क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदाधिकारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;

- (iv). सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और उसके अधिकारों को किसी अन्य व्यक्ति को अन्तरण करने की शक्ति नहीं होगी; और
- (v). 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 जाएं या अधिरोपित किए जाएं।

[फा. सं. 43015/16/2022-एलएआईआर]

दर्शन कुमार सोलंकी, निदेशक

New Delhi, the 3rd November, 2025

S.O. 1908.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2487(E) dated the 5th June, 2025, in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 5th June, 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) are 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 NMDC 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 825.00 hectares (approximately) or 2038.58 acres (approximately) and all rights in or over the said land so vested shall with effect from the 5th June, 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:-

- i. 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;
- ii. 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 (i) 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 land so vested, shall also be borne by the Government company;
- iii. 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 land so vested;
- iv. The Government company shall have no power to transfer the said land and the rights to any other persons without the prior approval of the Central Government; and
- v. 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 land, as and when necessary.

[F. No. 43015/16/2022-LAIR]

DARSHAN KUMAR SOLANKI, Director

कौशल विकास और उद्यमशीलता मंत्रालय

(प्रशिक्षण महानिदेशालय)

नई दिल्ली, 4 जून, 2025

का.आ. 1909.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987, 2007 और 2011) के नियम 10 के उप-नियम (4) के अनुसरण में प्रशिक्षण महानिदेशालय, कौशल विकास और उद्यमशीलता मंत्रालय के नियंत्रणाधीन निम्नलिखित कार्यालय, जिसके 80% से अधिक कार्मिकों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

1. क्षेत्रीय कौशल विकास एवं उद्यमशीलता निदेशालय, राष्ट्रीय राजधानी क्षेत्र

[फा. सं. डीजीटी-ई-11012/1/2017-हिंदी]

ईश्वर सिंह, उप महानिदेशक

MINISTRY OF SKILL DEVELOPMENT AND ENTREPRENEURSHIP
(Directorate General Of Training)

New Delhi, the 4th June, 2025

S.O. 1909.— In Pursuance of sub- rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rule 1976 (as amended 1987, 2007 and 2011), the Central Government hereby notifies the following office under control of Directorate General of Training, Ministry of Skill Development and Entrepreneurship whose more than 80% staff have acquired working knowledge of Hindi:

1. Regional Directorate of Skill Development and Entrepreneurship, National Capital Region

[F. No. DGT-E-11012/1/2017-Hindi]

ISHWAR SINGH, Dy. Director General

नई दिल्ली, 14 अक्टूबर, 2025

का.आ. 1910.— केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987, 2007 और 2011) के नियम 10 के उप-नियम (4) के अनुसरण में प्रशिक्षण महानिदेशालय, कौशल विकास और उद्यमशीलता मंत्रालय के नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80% से अधिक कर्मिकों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

1. राष्ट्रीय कौशल प्रशिक्षण संस्थान, ग्रीन पार्क, निरंजनपुर, देहरादून (उत्तराखंड) - 248171
2. क्षेत्रीय कौशल विकास और उद्यमशीलता निदेशालय, उत्तराखंड, ग्रीन पार्क, निरंजनपुर, देहरादून- 248171

[फा. सं. डीजीटी-ई-11012/1/2017-हिंदी]

सुनील कुमार गुप्ता, उप महानिदेशक

New Delhi, the 14th October, 2025

S.O. 1910.—In pursuance of sub- rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rule 1976 (as amended 1987, 2007 and 2011), the Central Government hereby notifies the following offices under control of Directorate General of Training, Ministry of Skill Development and Entrepreneurship whose more than 80% staff have acquired working knowledge of Hindi:

1. National Skill Development Institute, Green Park, Niranjapur, Dehradun (Uttarakhand) - 248171
2. Regional Directorate of Skill Development and Entrepreneurship, Uttarakhand, Green Park, Niranjapur, Dehradun - 248171

[F. No. DGT-E-11012/1/2017-Hindi]

SUNIL KUMAR GUPTA, Dy. Director General

श्रम और रोजगार मंत्रालय

नई दिल्ली, 9 अक्टूबर, 2025

का.आ. 1911.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट(एलसी/आर-47/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/09/2025 को प्राप्त हुआ था।

[सं. एल-22012/34/2019-आई आर .(सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 9th October, 2025

S.O. 1911.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/47/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **SECL** and their workmen, received by the Central Government on **24/09/2025**.

[No. L-22012/34/2019 – IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/47/2019Present: P.K.SrivastavaH.J.S.(Retd.)

Shri Hari Yadav,

President Koyla Mazdoor Sabha (HMS),

Address- Katkona Colliery,

Patna Distt – Korea (Chattisgarh) – 497331

Workman

Vs

The Sub Area Manager,

SECL, Churcha Area,

Baikunthpur Area,

PO- Churcha Colliery,

Korea (Chattisgarh) - 497339

Management

(JUDGMENT)(Passed on this 18th day of August - 2025)

As per letter dated 12/04/2019 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-22012/34/2019-IR(CM-II) dt. 12/04/2019. The dispute under reference relates to:

"WHETHER THE ACTION ON THE PART OF THE MANAGEMENT OF SECL, CHURCHA MINES (R.O) OF BAIKUNTHPUR AREA BY REMOVING SHRI JAI KUMAR SINGH, EX-CATEGORY-1, MAZDOOR FROM SERVICE W.E.F. 22-11-2016 ON UNAUTHORISED ABSENTEEISM GROUND WITHOUT CONSIDERING THE FUTURE LENGTH OF SERVICE AND THE YOUNG AGE OF THE EMPLOYEE IS APPROPRIATE AND JUSTIFIED? IF NOT, WHAT RELIEF THE CONCERNED REMOVED WORKMAN SHRI JAI KUMAR SINGH ESPOUSED BY THE PRESIDENT, KOYLA MAZDOOR SABHA (HMS), BAIKUNTHPUR BRANCH IS ENTITLED TO?"

Notices were issued to the parties. The Workman did not appeared. He did not filed any statement of claim and defense. Management filed its written statement of defense in which it was pleaded that, the Workman Jai Kumar Singh was appointed as General Mazdoor Category – I w.e.f. 24.03.2011 as per Office Records, his date of birth is 03.07.1990. He absented himself unauthorizedly and willfully from duty w.e.f. 12.11.2012. His attendance was 62 days in 2012, Nil in 2013, 2014, and 2015 up to 16.10.2016. A charge sheet with allegation of misconduct by way of willfully and unauthorizedly absenting himself from duty for the period as mentioned, was issued to him. The Workman never appeared during the enquiry in spite of notice, which were published in newspaper Navbharat and Mukhwani. The Enquiry Officer submitted his report holding the charges proved, he was punished with a removal from service on the basis of charge. According to Management, the enquiry was conducted as per rules. The charge were rightly held proved and the punishment is disproportionate charge.

In evidence, the Management filed authentic copy of Enquiry Papers and affidavit of its witness as his examination in chief. The Workman side did not cross-examine the witness.

At argument stage, none a appeared for the Workman. Hence, argument of Mr. Neeraj Kewat Learned Counsel for Management were heard by me. I have gone through the record.

As regards, the legality of the enquiry, there is evidence on record, that Management attempted to serve notice on the Workman on his address registered with its records, the notice was published in two Newspapers (photocopy on record). I do not find any illegality or material irregularity in the departmental enquiry with respect to procedure of substance. Hence, that the Departmental Enquiry is held legal and proper.

As regards, whether the charges against the Workman are proved from evidence in the enquiry, after having gone through the enquiry papers and statement of witness, the charges are held proved.

As regards to the punishment, keeping in view the absence and the fact that, the misconduct proved is major misconduct which attracts punishment of even removal from service. Hence, the punishment is also held not disproportionate to the misconduct proved.

In the light of above discussion and findings, the reference is answered as follows -

AWARD

Holding the action of the action on the part of the Management of SECL, Churcha Mines (R.O) of Baikunthpur Area by removing Shri Jai Kumar Singh, Ex-Category-1, Mazdoor from service w.e.f. 22-11-2016 on the ground of unauthorised absenteeism is legal and justified. He is held entitled to no relief.

No order as to cost.

DATE:- 18/08/2025

P.K. SRIVASTAVA, PRESIDING OFFICER

नई दिल्ली, 29 अक्टूबर, 2025

का.आ. 1912.—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, आसनसोल के पंचाट(एलसी/आर-26/2023) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/10/2025 को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आई आर .(सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 29th October, 2025

S.O. 1912.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference. LC/R/26/2023) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen, received by the Central Government on 24/10/2025.

[No. L-22013/01/2025 – IR (CM-II)]

SALONI, Dy. Director/Link officer

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. 26 OF 2023

PARTIES: Paritosh Roy
Vs.
Management of M/s. Shresth Detective Security Pvt. Ltd.

REPRESENTATIVES:

For the Union/Workman: None.

For the Management: None.

INDUSTRY: Security Services.

STATE: West Bengal.

Dated: 03.06.2025.

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 Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order No. 1(6)/2023/E dated 13.04.2023 has been pleased to refer the following dispute between the employer, that is the Management of M/s. Shresth Detective Security Private Limited and their workman for adjudication by this Tribunal. A Corrigendum was received bearing No. 1(06)/2023-E dated 21.09.2023 revising the address of the workman and Schedule, as follows :

SCHEDULE

“ Whether the action of the management of M/s. Shresth Detective Security Private Ltd. under Bank of India, Benachity Branch, in terminating service of Sri Paritosh Roy, Ex. Security Guard is justified? If not, what relief the workman is entitled to? ”

1. On receiving Order **No. 1(6)/2023/E** dated 13.04.2023 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 15.05.2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.
2. Case is fixed up today for the tenth consecutive date for appearance and filing written statement by the parties. It is 12.25 PM now. On repeated calls none appeared for the aggrieved workman Paritosh Roy, Ex-Security Guard and for the management of M/s. Shresth Detective Security Private Limited.
3. After registration of the case Notice was issued to both parties fixing 30.06.2023 for their appearance and for filing written statement. The case was thereafter fixed on 21.08.2023, 04.10.2023, 13.12.2023, 12.02.2024, 18.03.2024, 09.08.2024, 20.01.2025, 07.05.2025 and today i.e., on 03.06.2025 for appearance and filing written statement by the parties. I find that reasonable opportunities have been extended to the parties to represent their case before this Tribunal. No effective step has been taken by the aggrieved workman as well as his employer. Under such circumstances, no further time is required to be granted. The scheduled dispute is therefore dismissed for non-prosecution. Let an No Dispute Award be drawn up.

Hence,

ORDERED

that a No Dispute Award be drawn up in respect of the above Reference case. 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 अक्टूबर, 2025

का.आ. 1913.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नं. 2, मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी-2/26/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30/10/2025 को प्राप्त हुआ था।

[सं. एल-11012/11/2022-आई आर (सी.एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 30th October, 2025

S.O. 1913.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. REFERENCE No.CGIT- 2/26/2022) of the Central Government Industrial Tribunal-cum-Labour Court, No.2, Mumbai as shown in the Annexure, in the industrial dispute between the Management of Air India Limitet and their workmen, received by the Central Government on 30/10/2025.

[No. L-11012/11/2022 – IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE**BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD****PRESIDING OFFICER/LINK OFFICER****THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT****JUSTICE RETIRED SHIV SHANKER PRASAD**

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/26 of 2022**EMPLOYERS IN RELATION TO THE MANAGEMENT OF**

Party No.1 M/s. Pawan Hans Ltd.,
C-14, Sector-1,
Gautam Buddha Nagar,
Noida (U.P.) - 201301

**AND
THEIR WORKMEN.**

Party No.2 (Aviation Karmachari Sanghatana)

The President,
Aviation Karmachari Sanghatana,
Flat No.71, Wing D-6,
Asmita Jyoti Co-op Hsg. Soc. Ltd.
Marve Road, Charkop Naka,
Malad (W),
Mumbai Maharashtra- 400095.

APPEARANCES:

Management : Mr. Lancy D'Souza
Advocate
Workmen : G.R. Naik
Advocate

AWARD

(Delivered on 09-10-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-11012/11/2022 (IR(CM-I) dated 31.10.2022. The terms of reference given in the schedule are as follows:

“Whether Captain R.K. Mahajan is a workman or not as per the definition of workman under section 2(s) of the Industrial Dispute Act, 1947?”

“If yes, whether demand raised by the President, Aviation Karmachari Sanghatana for reinstatement in service of Captain R.K. Mahajan with full back wages and continuity of service with effect from the date of termination against the action of the management of M/s. Pawan Hans Limited over the issue of alleged illegal termination of the services of Captain R.K. Mahajan is proper, legal and justified? If yes, what relief he is entitled to and what directions are necessary in this respect?”

2. During the proceeding, the learned counsel for the petitioner/ Party No.2 has moved an application for withdrawal of the Reference with liberty to proceed with the Reference No.CGIT-1/15 of 2021 pending before the Hon'ble Central Government Industrial Tribunal No.1 Mumbai, for same cause of action. The learned counsel for the Party No.1 has endorsed on this application that, the First Party Company does not admit the allegations of the Second Party. However, the First Party has no objection, if the Second Party desires to withdraw the Reference.

In view of this, this Reference is disposed off as withdrawn.

Date: 09-10-2025

Justice SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1914.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, लखनऊ के पंचाट (पहचान संख्या 05/2023) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30/10/2025 को प्राप्त हुआ था।

[सं. एल-22011/24/2022-आई आर .(सी.एम-II)]

सलोनी, उप निदेशक/लिक अधिकारी

New Delhi, the 30th October, 2025

S.O. 1914.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 05/2023**) of the **Central Government Industrial Tribunal-cum-Labour Court, Lucknow** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen, received by the Central Government on 30/10/2025

[No. L-22011/24/2022 – IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

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

I.D. No. 05/2023

Ref. No.L-22011/24/2022-IR(CM-II) Dated: 28.12.2022.

Regional Secretary,

Bhartiya Khadya Nigam Karamchari Sangh,

TC/3V, Vibhuti Khand, Gomti Nagar,

Lucknow - 226010.

.....Appellant

Versus

1. The Chairman-cum-Managing Director,

Food Corporation of India,

16-20, Barakhamba Lane,

Fire Brigade Lane, Barakhamba,

New Delhi 110001.

2. The Executive Director (North),

Food Corporation of India,

Zonal Office North 2A 2B, Sector 24,

NOIDA, Uttar Pradesh - 201301.

3. The General Manager, (U.P),

Food Corporation of India,

TC/3V, Vibhuti Khand,

Gomti Nagar, Lucknow 226010

.....Respondents

AWARD

By order No.L-22011/24/2022-IR(CM-II) Dated: 28.12.2022, 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 demand raised by Bhartiya Khadya Nigam Karmchari Sang, Lucknow to the Management of FCI, Lucknow over the issue of bunching of pay in accordance with clause 3.1.b of MOU dated 01.02.2019 and OM No. W- 10/0001/2019 dated 12.12.2019 is proper, legal and justified? If yes, to what relief the concerned union is entitled for?"

Accordingly, the present I.D case no. 05/2023, registered before this tribunal.

On 10.04.2023, on behalf of claimant, has filed claim statement praying therein the following relief:-

WHEREFORE, it is most respectfully prayed that the Hon'ble Court may be pleased to declare that demand of the union to the Management of FCI, Lucknow over the issue of bunching of pay in accordance with clause 3.1.b of MOU dated 01.02.2019 and OM No. W-10/0001/2019 dated 12.12.2019 is proper, legal and justified consequently, the members of the union are entitled to get the benefits of bunching of pay with effect from 01.01.2017 along with arrears and admissible interest, in the interest of justice.

Thereafter, counter affidavit and rejoinder affidavit has been exchanged between the parties.

Today Shri B.P. Singh, learned counsel for claimant has placed a letter dated 19.08.2025, which is reproduced, held as under:-

“No. FCIHQ-WRC/1/2022-PIR

Dated: As per signature

Sh. Zaheer Ahmad,

General Secretary,

Bhartiya Khadya Nigam Karamchari Sangh,

National Committee.

(Sole Nationally Recognized Union in FCI)

Subject: Reference of Issue regarding Bunching of Pay in Respect of Category III & IV Employees of FCI-Reg.

Reference: Minutes of the meeting held with BKNK Sangh on 08.04.2024

Sir,

With reference to the subject and the aforementioned reference, it is respectfully submitted that during the meeting held with BKNK Sangh on 08.04.2025, it was mutually agreed that the Competent Authority would hold a further meeting with the staff union to deliberate on the bunching issue. It was further agreed that, upon the union's agreement to withdraw the existing Industrial Dispute (ID) pending before the Hon'ble CGIT, Lucknow, the matter would be pursued with the Ministry for necessary approval.

Subsequently, with the approval of the Competent Authority, this office has submitted the proposal concerning the bunching of pay for Category III and IV employees of FCI to the concerned Ministry vide letter No. FCIHQ-WRC/1/2022- PIR dated 19.08.2025

In view of the above and in accordance with the minutes of the meeting dated 08.04.2025, BKNK Sangh is hereby requested to kindly withdraw the case currently pending before the Hon'ble CGIT, Lucknow.

This issues with the approval of Competent Authority.

Digitally signed by

Anuj Gautam

Date: 19.08.2025

(Anuj Gautam)

Deputy General Manager(EP)”

In view of the said facts Shri B.P. Singh, learned counsel for claimant submits that as per the instruction receive from this client, present I.D case may kindly be dismissed as not pressed at this stage.

Shri Ashish Srivastava, learned counsel for respondent, has no objection to the said prayer.

ORDER

For the forgoing reasons present I.D case is dismissed as not pressed at this stage.

Lucknow.

01. 09.2025.

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1915.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, लखनऊ के पंचाट (पहचान संख्या 116/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30/10/2025 को प्राप्त हुआ था।

[सं. एल-42012/39/2004-आई आर .(सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 30th October, 2025

S.O. 1915.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 116/2004**) of the **Central Government Industrial Tribunal-cum-Labour Court, Lucknow** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen, received by the Central Government on 30/10/2025.

[No. L-42012/39/2004 – IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE**BEFORE THE PRESIDING OFFICER****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, LUCKNOW****I.D. No.116 of 2004****Reference No.L-42012/39/2004-IR(CM-II) dated 4.10.2004**

Surendra Singh, Rastriya Adhyakcha

Bartiya Puratatwa Sarvekchan Karamchari

Parishad (Intak), 68, Sector-16, Sikandara,

Agra

-----Applicant/Workman

Versus

Adhikchan Puratatwavid Bhartiya Sarvekchan

Agra Circle 22, Mall Road, Agra

----Respondent

Judgment

By means of Reference no. L-42012/39/2004-IR(CM-II) dated 4.10.2004, the Central Government considered it desirable to refer the dispute for adjudication to the following effect:-

“क्या सुपरिन्टेन्डिंग आर्केलोजिस्ट, आर्केलोजिकल सर्वे आफ इण्डिया, आगरा द्वारा श्री सलीम आत्मज श्री समीरा एवं अन्य 10 सूची में संलग्न कर्मकारों को सूची में अंकित तारीख से सेवा से हटाया जाना न्यायोचित है ? यदि नहीं तो सम्बन्धित कर्मकार किस अनुतोष के हकदार हैं ?”

In response to the said reference on behalf of Sri Saleem and 10 others, filed a statement of claim had been filed on 26.10.2004, details of the workmen on whose behalf claim statement is filed, as under:

S.No.	Name (Sarvshri)	Father's name (Sarvshri)	Date of retrenchment
1.	Saleem	Sameera	7.8.2003
2.	Chattar Singh	Varan Singh	7.8.2003
3.	Om Prakash	Tek Chand	1.6.2003
4.	Chhitriya	Tek Chand	1.6.2003
5.	Vishan Singh	Ram Singh	4.8.2003
6.	Rajendra	Panna Lal	4.8.2003
7.	Rajendra	Phool Singh	7.8.2003
8.	Vijay	Radhey Shyam	1.5.2003
9.	Yadav Singh	Sitaram	1.4.1998
10.	Mukesh	Nekra	1.4.2003
11.	Sabir	Naseera	11.8.2003

In the statement of claim, filed on behalf of above said persons on 26.10.2004, it is pleaded as under:-

- a) The work of maintenance and conservation of historical buildings of Archaeological Department under Superintendent Archaeologist, Archaeological Survey of India, Agra Circle, Agra was continuing. In order to maintain the historical buildings the repair, construction and maintenance work, number of skilled and unskilled workers were employed as the work goes on throughout the year. All these works come under manual work, hence, the employees related to the above said work come under the category of workmen as defined under Industrial Disputes Act 1947.
- b) Archaeological Department earns rupees in lacs daily from the historical buildings like Taj Mahal, Agra Fort, Fatehpur Sikri, Mehtab Bagh, Etmad-ud-Daulah, Sikandra, Rambagh, Maryam Tomb etc.
- c) If the employees mentioned in the list are not engaged for maintenance, conservation, repair etc of these historical buildings, then these buildings will turn into ruins, collapse and these buildings will turn into mounds.
- d) The employees related to the dispute Saleem, S/o Samira does the work of Pacchikari; Chhatar Singh, S/o Sri Charan Singh is a stone cutter; Om Prakash, S/o Sri Tekchand; Chhitriya S/o Sri Tekchandis a mason, Kishan Singh, S/o Sri Ram Singh is a stone cutter. Both Sri Rajendra's sons Panna Lal and Phool Singh is a stone cutter. Vijay S/o Sri Radhey Shyam, Mukesh S/o Sri Nekram and Sabir S/o Sri Naseera all three are beldars and Yadav Singh, S/o Sri Sitaram is a stone cutter. All the workers have been working with the employers for more than 10 years.
- e) The above said workers were retrenched on different dates as mentioned in the list.
- f) In place of Saleem, Nazir S/o Sri Hussaini, Ram Prakash in place of Om Prakash, Madhav Singh in place of Chhitriya, Gopal in place of Kishan Singh, Kishan Swaroop in place of Rajendra S/o Panna Lal, Chandra Pal in place of Rajendra S/o Phool Singh, Rakesh in place of Vijay, Arti in place of Yadav Singh, Chand Khan S/o Mohammad in place of Mukesh, Ramdas in place of Sabir has been engaged. Apart from this after removing hundreds of other employees from service, the employers done the fresh employees.
- g) The employers done the manipulation in the muster rolls, take work from the employee in one building and show his name in the muster roll of some other building, they even change the name and address of the employee in the muster roll.
- h) The workmen have been removed from services without giving any reasons, without any charge and also without paying any retrenchment compensation rather contrary to the principles of first come last go.
- i) The employers had removed the employees from service from time to time whose disputes were heard before the CGIT Kanpur, CGIT, New Delhi etc. award were passed in favour of the workers and on the basis of awards, the employees were retained in service.
- j) The service employer tampers with the departmental records, against which a report has been lodged with the police and at present also a criminal case is under consideration.
- k) Archaeological workers cannot get temporary status in service, they cannot become permanent. In this way by trampling on the rights of the employees, the employer removed the old employees from service and hired new employees every day and he same has been done with the employees related to this dispute.

On the basis of above said averments it was prayed that the workers be taken back in service and also they be given the salary along with interest.

Thereafter the respondent filed written statement to the Statement of claim filed on behalf of workmen. In their written statement they pleaded as under:-

- Archaeological Survey of India is a sovereign department of Government of India and not an industry to be controlled within the parameters of I.D. Act, 1947. This department undertakes the onerous responsibility of preserving and conserving numerous ancient monuments and archaeological sites spread over the length and breadth of the country. To fulfil this august and arduous task, this department engages casual labourers for specific job and for specific duration of work so that the conservation works are completed within the stipulated time period. The department of the answering respondent is a sovereign department and is not covered under the definition of an industry, as such, the reference is liable to be dismissed.
- Archaeological Survey of India is a sovereign department under the department of Culture of the Govt. of India and is regulated by Ancient Monuments & Archaeological Sites and Remains, 1958 Rules thereof 1959, Antiquities and Art Treasure Act, 1972 & Public Premises Act 1957.
- This department is neither an industry nor undertakes any kind of industrial work, nor is a manufacturing concern to come under the purview of I.D. Act, 1947. As such, provisions of ID Act, 1947 on this department are not applicable. Therefore, the reference is unlawful and hence is liable to be rejected.

- The Under Secretary to the ministry of Culture had also written a letter to the Under Secretary to the Ministry of Labour intimating him that the department of the respondent is not an industry.
- The CGIT-cum-Labour Court, Ahmedabad has also clarified that the department of Archaeological Survey of India is not an industry vide their judgement and order dated 25.11.2004 in the matter of Bhagirath Sharma and others vs. Superintendent, Archaeological Survey of India.
- The earnings from the monuments are national earnings and are deposited in Govt. revenue, which is disposed off as per the budgets placed by successive Governments in the parliament. These earnings are not anyone's personal or industrial earnings so as to be disposed off with the consent of the officers/casual labourers. The government allocates budget for various departments every year and the concerned departments execute their works according to the availability of the funds. While undertaking such works, priorities are laid down and works are taken up accordingly.
- Works are undertaken as long as the funds allocated for the sanctioned estimate is exhausted. Once the fund is exhausted work is over, the work is closed. Moreover, funds are also utilised for various other purposes like the structural, chemical and horticultural conservation of such monuments, which also includes monuments at far-flung areas from which the sale of ticket is almost nil. The government is compelled to utilise funds for their conservation also.
- The applicant, Saleem had never been engaged at Taj Mahal as claimed by him. Chhatar Singh had been engaged for 88 days between 01.11.01 and 28.02.2002, again for 101 days between 01.12.02 and 31.03.03 and for 52 days between 01.05.03 and 31.08.03 under Sikandara sub-circle of this establishment. Kishan Singh, S/o Sri Ram Singh (and not Panna Lal as alleged) was engaged for 47 days between 11.12.01 and 23.03.02, again for 125 days between 01.06.02 and 31.03.03 for highly intermittent casual nature of work under Sikandara sub-circle of this establishment. Rajendra, S/o Sri Panna Lal was engaged for 47 days between 11.12.01 and 23.03.02 again for 100 days between 01.06.02 and 03.03.03 and for 50 days between 01.06.03 to 31.08.03. Vijay S/o Sri Radheshyam was engaged for 145 days between 01.07.00 and 28.03.01, again for 204 days between 29.03.01 and 28.03.02, again for 214 days between 01.05.02 and 29.03.03 under Fatehpur Sikri sub circle of this establishment. Mukesh S/o Shri Nekram was engaged for 120 days between 25.2.86 to 05.02.87 again for 156 days between 26.04.87 to 01.10.90 under Fatehpur Sikri Sub- Circle of this establishment. Sabir S/o Sri Nasira had never been engaged at Mehtab Bag as claimed by him. Yadav Singh S/o Sri Sita Ram was engaged for 22 days between 01.01.02 to 31.01.02 under Sikendra Sub- Circle of this establishment. Om Prakash S/o Sri Tek Chand was engaged only for 26 days in the month of May-2003 under Sub-circle Etmaudolla. Rajendra S/o Sri Phool Singh was engaged only for 26 days between 01.07.03 to 31.07.03 under sub- Circle Sikendra on as and when required basis.
- The applicant was never appointed on any post, as such the question of termination of the applicant does not arise. The applicant was engaged for highly intermittent casual nature of work and as soon as the job ended, he was no more engaged. It is not termination so as to attract any provision of law.
- The department engages workers for purely temporary nature of conservation works and since the works are for limited periods, so the workers are not engaged for the whole year. Works in the department are taken up for intermittent periods against sanctioned estimates and are continued till the assignment is either over or the funds are exhausted. Continuous engagement of such workers without work would be against the interest of the government and that of the nation as well.
- The department of the respondent has filed a Writ against the award passed by the CGIT-cum-Labour Court, Kanpur and the same is still pending in the Hon'ble High Court of Allahabad for hearing. There are a number of cases which are decided against the working limit.
- Since the department of the Archaeological Survey of India neither produces any goods nor pursues any profit oriented business, so it cannot be included in the category of an industry. The department has the onerous responsibility of ensuring that the centrally protected monuments of the nation are properly conserved and maintained in the desired manner so that these monuments do not lose their lustre. Since these monuments are spread throughout the length and breadth of the country, so works are undertaken at different monuments at different times till the item of work is completed or the sanctioned amount is exhausted. Since the works are of different nature so different workers are depending upon their suitability, sincerity and employability. It is neither possibility nor justifiable to keep such works continued at a particular monument throughout the year or keep a particular worker engaged throughout the year.
- The Hon'ble Supreme Court of India had removed all ambiguities pertaining to the Scheme of Temporary status of 1993. The Hon'ble Court has held that only those unskilled workers who had been engaged during the period of 1992-1993 and have completed 240 days (206 days for offices observing 5 days a week) and were present in work on 10.9.1993 are eligible for grant of temporary status. Hence, grant of temporary status with effect from 31.1.2001 cannot be made applicable to the applicant since the said scheme was no more in vogue on this date.

On the basis of above said pleadings on behalf respondent Mrs. Neeta Mathur prays that the claim of the applicant is liable to be dismissed as he is not entitled to any relief whatsoever.

Inspite of notice none appeared on behalf of workman. Heard Mrs. Neeta Mathur on behalf of respondent and gone through the record.

Finding & conclusion:

The first question is to be considered in the present case is whether Archaeological Survey of India is Industry within the meaning of Section 2J of I.D. Act or not?

I have heard the learned counsel for respondent, Smt. Neeta Mathur and gone through the record.

The first question which is to be considered in the present case is whether Archaeological Survey of India is industry within the meaning of section 2J of the Act or not?

In order to decide its controversy it would be appropriate to see the description of industry as given u/s 2 'J' of the Act:

The core question to be determined in this petition is the nature of activities, which the respondent-Institute performs and whether such activities bring the respondent-Institute within the purview of the term "industry" used under the Act.

The Hon'ble Apex Court in the case of Bangalore Water Supply and Sewerage. Board v. R. Rajappa and others, (1978) 2 SCC 213 after taking into consideration definition of industry given by the Supreme Court in D.N. Banerji v. P.R. Mukherjee and others, AIR 1953 SC 58 held is under:

"(a) an organization where a systematic activity is carried out;

(b) the activity is organized by cooperation between employer and employee (the direct and substantial element is chimerical); and

(c) the activity is for production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss, i.e., making on a large scale Prasad or food)."

However, following were held irrelevant consideration:-

(A) Whether or not there is profit motive or gainful objective or investment of capital in an industry.

(B) A private individual shall be employer of the industry. This Act equally applies when the Government or the local authority is the employer. The nature could be public, joint or otherwise, the true focus is functional and the decisive test is nature of activity with special emphasis on the employer and employee relation.

The Supreme Court also enunciated "Dominant Nature Test", which is a test where there is complex of activities, the test would be predominant nature of services and integrated nature of departments. All departments integrated with industry will also be industry. Following are the exceptions carved out to the "industry":-

(i) Casual activities (because they are not systematic);

(ii) Small clubs, co-operatives, research labs, gurukuls which have essentially non-employee character,

(iii) Single door lawyer taking help from clerk (because there is no organized labour) as contradiction to Solicitors Firm having employed served people each one contributing directly or indirectly to outcomes.

(iv) Selfless charitable activities carried through volunteers, e.g., free legal or medical service;

(v) Sovereign functions-strictly understood are maintenance of law and order, legislative and judicial functions.

The discussion made in the Seven Judge Bench judgment in Bangalore Water Supply's case (supra) in paras 140 to 144 highlights the legal position churned out after considerable debate and discussion. The majority did not find favour with the law laid down in Management of Safdarjung Hospitals v. Kuldip Singh Sethi, (1970) 1 SCC 735 and University of Delhi v. Ram Nath, AIR 1963 SC 1873 and reinstated the view taken by the Hon'ble Supreme Court in the case of State of Bombay v. Hospital Mazdoor Sabha, AIR 1960 SC 610. This majority view is still the law on the point, though there was suggestion made in the judgment itself to the Union Government to come up with legislation to clear the confusion created by the loosely and in-adequately worded definition of the term "industry" made in section 2(j) of the Act. The amendment was enacted but the same was not enforced by the Government of India for the reasons best known to it

At one point of time there was also an attempt made by a two Judge Bench of the Supreme Court to seek reconsideration of the Bangalore Water Supply case's judgment but the same was declined by a three Judge Bench of the Supreme Court in the case of Coir Board Emakulam Kerala State and another v. Indira Devi P.S. and others, (2000) 1 SCC 224. It is in the light of this judgment and the principles laid down therein, the issue raised before this Court in the instant petition is required to be examined.

"The historical background definition of 'industry' is that there was no definition of 'industry' in the Trade Disputes Act, 1919. The present definitions continues to be as originally enacted in the IDA which is based on section 4 of the Commonwealth Conciliation and Arbitration Act, 1904-25 of Australia which reads thus:-

"(1) Any business, trade, manufacture, undertaking or calling of employers on land or water,

(ii) any calling, service, employment, handicraft or industrial occupation or avocation of employees on land or water, and

(ii) a branch of an industry and a group of industries."

Thus, in brief, it can be said that the definition of 'industry' in this clause is both exhaustive and inclusive and is ambivalently comprehensive in scope. It is in two parts. The first part says that it means any business, trade, undertaking, manufacture or calling of employees and then goes on to say that it includes any calling, service, employment handicraft or industrial occupation or avocation of workmen. Thus, one part defines it from the standpoint of the employer, the other from the standpoint of the employees. The first part of the definition gives the statutory meaning of industry, whereas the second part deliberately refers to several other items of industry and brings them in the definition in any inclusive way. The first part of the definition determines an industry by reference to the occupation of the employers in respect of certain activities. The activities are specified by five words, namely, 'business', 'trade', 'undertaking', 'manufacture' or 'calling'. These words determine the scope of the word 'industry' and they describe what the cognate expression 'industrial' is intended to convey.

'Business' is a word of wide import. This expression is wider than the term 'trade' and is not synonymous with it, and it means practically 'anything which is not an occupation. "Trade' is not only in the etymological or dictionary sense, but, in legal usage as well, a term of a wide scope; it may mean the occupation of a smaller shopkeeper just as well as that of a commercial magnate, while it may also mean a skilled craft. The word 'trade' in its primary meaning is an 'exchange of goods for goods or goods for money' and in its secondary meaning, it is 'any business carried on with a view to profiting, whether manual or mercantile, as distinguished from the liberal arts or learned professions or from agriculture.

The word 'undertaking' is the most elastic of all the words used in the definition. An 'undertaking' means 'anything undertaken or any business, work or project which one engages in or attempts as an enterprise. The word 'undertaking' in the context of the definition, has been understood to mean 'any business or any work or project which one engages in or attempts as an enterprise, analogous to business or trade.

'Manufacture' is a kind of a productive activity, in which the making of articles or materials, often on a large scale, is by physical labour or mechanical power.

The second part views the matter from the angle of the employees and is designed to include something more than what the term primary denotes. By this part of the definition, any 'calling', 'employment', 'handicraft', 'industrial occupation' or 'avocation' of workmen, is included in the concept of an industry. The word 'calling' finds place in both the parties of the definition. In the first part, it refers to the employers and in the second part, to the workmen. The word 'service' in the second part is again of a very wide import. The word 'employment' brings in the contract of service between the employer and the employee. The word 'handicraft' means any manual labour exercised by way of trade or for purposes of gain in or incidental to the making of any article or a part of an article. The word 'avocation' is a word of wide signification, meaning the way in which a man passes his life or spends his time. The word 'occupation' is a word of a still wider signification. In other words, what does not amount to avocation, may amount to an occupation. The phrase 'occupation or avocation' is, however, qualified by the word 'industrial", which indicates that the 'occupation or avocation' in which the workmen are employed should be of an 'industrial character."

Futher, Hon'ble Allahabad High Court in the case of Union of India and Ors. Vs. Surendra Singh Rastriya Adhyaksha (INTUC) and Ors. reported in [2019 (162) FLR 467] held as under:

"3. Briefly stated the case of the respondents No. 3 to 43-workmen is that they were working in the Garden Branch of Archaeological Survey of India (ASI for short), Agra during 1.8.1987 to 31.1.1997 from time to time. Their services were dispensed with w.e.f. 1.2.1997 and thereafter they have not been re-engaged in. service as per their seniority in violation of the provisions of Section 25-H of the Industrial Disputes Act, 1947. The case of the workmen is that they were engaged in the maintenance of Garden and other related work of a perennial nature and work being available they were entitled for re-employment. The Government referred the dispute to the Industrial Tribunal and one of the pleas of the ASI before the Tribunal was that it is not an "Industry" within the meaning of the term as defined in Section 2(j) of the Act, 1947 and it was also stated that none of the workmen had completed 240 days continuous service in a calender year and infact some of the workmen had never been engaged at all and therefore the question of their retrenchment or compliance of Section 25F of the Act, 1947 did not arise.

4. So far as the question as to whether ASI falls within the definition of "Industry" under Section 2(j) of the Act, 1947, the contention of the workmen was that the maintenance of the Garden was carried out through the revenue generated from the sale of tickets to the visitors and tourists at the various sites and monuments maintained by ASI and therefore it was an organized commercial activity of ASI Department and in ally case

the workmen respondents were engaged in the maintenance of Gardens and monuments which was a work of a perennial nature involving their labour and manual skill and in any case the work of maintenance of Garden cannot be said to be a sole sovereign function of the Government of India. Reliance was placed on the judgement of the Supreme Court in the case of Bangalore Water Supply and Sewerage Board etc. v. A. Rajappa and others MANU/SC/0257/1978: 1978(36)FLR 266(SC) The Tribunal decided the issue relying upon the judgement of A. Rajappa (supra) and held that the Garden/Horticulture Wing of the ASI was an "Industry".

7. So far as the first question as to whether Garden/Horticulture Department of the ASI falls within the definition of "Industry" as defined in Section 2(j) of the Act, the Supreme Court in the case of A. Rajappa (supra) has held as under.

"Where there is: (1) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical), and (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss e.g. making on a large scale Prasad or food), prima facie, there is an 'industry' in that enterprise."

8. From the nature of the work done by the respondent-workmen it cannot be said that the same is of a sovereign nature, therefore, I have no difficulty in holding that the Garden/Horticulture Department of the ASI is an "Industry" as defined in Section 2(j) of the Act, 1947."

Accordingly, the submission is made by Smt. Neeta Mathur that the Archaeological Survey of India does not fall within the definition of under section 2J of the Act has got no force and rejected, and Archaeological Survey of India is an 'industry' as per section 2 'j' of the Act.

Next point is to be considered in the present case, whether the workmen are entitled for protection u/s 25-F of the Act or not?

In this regard it will be appropriate to state the following facts/judgment:

Hon'ble Delhi High Court in the case of Sarita Tiwari v. Aastha Garments reported in 2024 (180) FLR 649 after taking into consideration the definition of retrenchment 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 Versus Asstt. Executive Engineer, (2006) 1 SCC 105; 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 versus 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."

It is trite law that a party invoking protection of Article 14 of the Constitution of India has to make an averment with details to sustain such a plea and has to adduce material to establish the allegations made and the burden is on the party to plead and prove that its right under Article 14 of the Constitution of India has been infringed. (See *State of Uttar Pradesh v. Kartar Singh*, AIR 1964 SC 1135 and *Dantuluri Ram Raju v. State of Andhra Pradesh*, (1972) 1 SCC 421). It is equally well settled legal proposition that in the absence of any pleading, the challenge to the constitutional validity of a provision has to be rejected in limine (See *State of Haryana v. State of Punjab*, (2004) 12 SCC 673)."

The Hon'ble Apex Court in the case of *Workman of Nilgiri Coop. Mkt. Society Ltd. v. State of T.N.*, (2004) 3 SCC 514, as held that the onus and degree of proof in respect to particular facts lies on a person who has set up a plea of appeal.

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 not completed 240 days in the last preceding year is not entitled for the benefit of Section 25-F of the Act.

Hon'ble Apex Court in the case of *Pradeep Versus Maganese ore (India) Ltd. & others* reported in (2022) 3 SCC 683 after taking into consideration the provisions of Section 106 of Evidence Act held that burden lies on a person who wants to get the benefit of a particular thing on the basis of facts of the case.

The Hon'ble Gauhati High Court in the case of *Binoy Kumar Singh versus State Bank of India & others*, 2024 (182) FLR 78 held as under:-

"15. In the case of *Hari Nandan Prasad & Another (supra)*, wherein the appellant, 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.

16. In the case of *Assistant Engineer, Rajasthan State Agriculture Marketing Board, Sub-Division, Kota vs. Mohan Lal (supra)*, 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 Page No.# 7/12 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 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.

17. In the case of *U.P. State Road Transport Corporation vs. Man Singh* (supra), 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 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 Supreme Court held that the interest of justice would be sub-served, if the Page No.# 8/12 Corporation was made to pay a sum of Rs. 50,000/- to the workman.

18. In the case of *Nand Kumar vs. State of Bihar and others* (supra), the 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.

19. In the case of *State of Orissa vs. Mamata Mohanty* reported in (2011) 3 SCC 436, the Supreme Court has held that the appointment made without advertisement was in violation of Article 14 and 16 of the Constitution. Para 35 and 36 of the said judgment is reproduced below as follows:-

"35. At one time this Court had been of the view that calling the names from Employment Exchange would curb to certain extent the menace of nepotism and corruption in public employment. But, later on, came to the conclusion that some Page No.# 9/12 appropriate method consistent with the requirements of Article 16 should be followed. In other words there must be a notice published in the appropriate manner calling for applications and all those who apply in response thereto should be considered fairly. Even if the names of candidates are requisitioned from Employment Exchange, in addition thereto it is mandatory on the part of the employer to invite applications from all eligible candidates from the open market by advertising the vacancies in newspapers having wide circulation or by announcement in Radio and Television as merely calling the names from the Employment Exchange does not meet the requirement of the said Article of the Constitution. (*Vide: Delhi Development Horticulture Employees' Union v. Delhi Administration, Delhi & Ors.*, AIR 1992 SC 789; *State of Haryana & Ors. v. Piara Singh & Ors.*, AIR 1992 SC 2130; *Excise Superintendent Malkapatnam, Krishna District, A.P. v. K.B.N. Visweshwara Rao & Ors.*, (1996) 6 SCC 216; *Arun Tewari & Ors. v. Zila Mansavi Shikshak Sangh & Ors.*, AIR 1998 SC 331; *Binod Kumar Gupta & Ors. v. Ram Ashray Mahoto & Ors.*, AIR 2005 SC 2103; *National Fertilizers Ltd. & Ors. v. Somvir Singh*, AIR 2006 SC 2319; *Telecom District Manager & Ors. v. Keshab Deb*, (2008) 8 SCC 402; *State of Bihar v. Upendra Narayan Singh & Ors.*, (2009) 5 SCC 65; and *State of Madhya Pradesh & Anr. v. Mohd. Ibrahim*, (2009) 15 SCC 214).

36. Therefore, it is a settled legal proposition that no person can be appointed even on a temporary or ad hoc basis without inviting applications from all eligible candidates. If any appointment is made by merely inviting names from the Employment Exchange or putting a note on the Notice Board etc. that will not meet the requirement of Articles 14 and 16 of the Constitution. Such a course violates the mandates of Articles 14 and 16 of the Constitution of India as it deprives the candidates who are

eligible for the post, from being considered. A person employed in violation of these provisions is not entitled to any relief including salary. For a valid and legal appointment mandatory compliance of the Page No.# 10/12 said Constitutional requirement is to be fulfilled. The equality clause enshrined in Article 16 requires that every such appointment be made by an open advertisement as to enable all eligible persons to compete on merit."

The Hon'ble Delhi High Court in the case of Sri Pappu Pathak Vs. Bansal Brothers Industries reported in 2025(185) FLR 330 held that it is mandatory on the part of workman to plead and establish that he has continuously worked for more than 240 days in the months immediately preceding the date of alleged termination/retrenchment of his services.

Reverting to the facts of present case, in order to consider whether workmen have worked for 240 days in preceding 12 month from the date of alleged termination/retrenchment of their services. In this regard in paragraph 06 of the written statement, it is categorically stated by respondent as under:

"6. That In reply to the contents of paragraph no. 5, it is stated that the same are false. fictitious and baseless and hence the same are categorically denied. The applicant may be put to strict proof of his contentions. On the contrary, it is stated that the applicant, Sh. Saleem had never been engaged at Taj Mahal as claimed by him. Sh.Chhatar Singh had been engaged for 88 days between 01.11.01 and 28.02.2002, again for 101 days between 01.12.02 and 31.03.03 and for 52 days between 01.05.03 and 31.08.03 under Sikandara sub-circle of this establishment. Kishan Singh, S/o Ram Singh (and not Panna Lal as alleged) was engaged for 47 days between 11.12.01 and 23.03.02, again for 125 days between 01.06.02 and 31.03.03 for highly intermittent casual nature of work under Sikandara sub-circle of this establishment. Rajendra, S/o Panna Lal was engaged for 47 days between 11.12.01 and 23.03.02 again for 100 days between 01.06.02 and 03.03.03 and for 50 days between 01.06.03 to 31.08.03. Sh. Vijay S/o Sh.Radheshyam was engaged for 145 days between 01.07.00 and 28.03.01, again for 204 days between 29.03.01 and 28.03.02, again for 214 days between 01.05.02 and 29.03.03 under Fatehpur Sikri sub circle of this establishment. Shri Mukesh S/o Shri Nekram was engaged for 120 days between 25.2.86 to 05.02.87 again for 156 days between 26.04.87 to 01.10.90 under Fatehpur Sikri Sub- Circle of this establishment. Sh. Sabir S/o Shri Nasira had never been engaged at Mehtab Bag as claimed by him. Shri Yadav Singh S/o Shri Sita Ram Was engaged for 22 days between 01.01.02 to 31.01.02 under Sikendra Sub- Circle of this establishment. Shri Om Prakash S/o Shri Tek Chand was engaged only for 26 days in the month of May-2003 under Sub- circle Etmaudolla. Shri Rajendra s/o Phool Singh was engaged only for 26 days between 01.07.03 to 31.07.03 under sub- Circle Sikendra on as and when required basis."

However, in rejoinder affidavit said facts were not denied by the claimants. Further, in the present case from evidence on affidavit, filed on behalf of workman by Sabir, C-36, it was no were stated that the claimants have worked for 240 days and from the cross-examination, it is also clear that the case of respondent is established that the workmen have not worked for 240 days in preceding one year from the date of alleged termination/retrenchment, relevant portion quoted hereunder:

"1- यह कि शपथकर्ता उक्त विवाद से संबंधित कर्मकारों में से एक है अतः विवाद के धर्मो ते भली भाँति परिचित है ।

2- यह कि शपथकर्ता एवं शपथकर्ता के साथी कर्मचारियों ने एक लम्बे अरसे से सेवायोजकों के यहाँ काम किया है सेवायोजकों के छ विवाद से संबंधित कर्मचारियों को जबते तेवा से हटाया है तब से उन्हें पुनः तेवा में नियोजित करने के बजाय नये श्रमिकों को काम दे रहे हैं बल्कि शपथकर्ता के बाद में लगे कर्मचारी टेम्परेरी स्टेटस हासिल कर चुके हैं और सेवा में नियमित भी हो चुके हैं ।

3- यह कि माननीय अदालत के समक्ष सेवायोजकों से अभिलेख सम्मन कराने हेतु प्रार्थना पत्र श्रमिक पक्ष की ओर से दिया गया जिस पर मस्टर रोलस प्रस्तुत करने के आदेश दिये गये । निरीक्षण प्रारम्भ किया गया मस्टर रोलस में हेरा फेरी पाई गयी विवाद से संबंधित कर्मचारियों से कार्य वहीं लिया गया और नियोजन में अन्यत्र स्मारकों में कार्य करने का रिकार्ड मस्टर रोड में पाया गया। नाम व बलदियत में भी तब्दीली पायी गई हकीकत आने पर सेवायोजकों ने मस्टर रोलस का अवलोकन श्रमिक पक्ष को कराने से मना कर दिया तथ्य व माननीय अदालत के आदेश पत्रावली पर उपलब्ध है 4- यह कि श्रमिक पक्ष की ओर से दाखिल लिखित कथन दिनांक 26-10-04 तथा प्रति उत्तर दिनांक १-2-05 के तथ्यों पर बल देता है साक्ष्य के रूप में लिखित कथन एवं पात प्रति उत्तर के तथ्यों को स्वीकार किया जावे साथ ही समीम के शपथ पत्र के साथ क्रमांक लगायत 43 में दाखिल अभिलेखों को साक्ष्य के रूप में पढ़ा जावे ।"

Moreover, respondent in order to prove their case, an evidence filed affidavit (extenuation-in-chief) in para 4 to 14 the witness of respondent has mentioned that work discharged, from the same, it is clearly borne out that none of the workers have worked for 240 days in preceding one year from the date of alleged termination/retrenchment, relevant portion quoted as under:

- “4. यह कि वाद से संबंधित श्रमिक श्री छतर सिंह पुत्र श्री चरन सिंह ने (01.11.2001 से 28.02.2002 की अवधि में कुल 88 दिन) एवं पुनः (01.12.2002 से 31.03.2003 की अवधि में कुल 101 दिन) एवं (01.05.2003 से 31.08.2003 कुल 52 दिन) तक सिकन्दरा सब सर्किल में कार्य किया। श्री छतर सिंह द्वारा 240 दिन लगातार कार्य नहीं किया गया। उसका कार्य स्वतः समाप्त हो गया। श्रमिक को उसके कार्य की मजदूरी दे दी गयी।
5. यह कि वाद से सम्बंधित ओम प्रकाश पुत्र टेक चन्द ने मात्र 26 दिन माह मई 2003 में स्मारक एतमादौला में कार्य किया।
6. यह कि वाद से सम्बंधित छीतरिया पुत्र श्री टेक चन्द ने किसी स्मारक में कभी कोई कार्य नहीं किया। वाद झूठे व मनगढन्त तथ्यों पर लगाया गया है। वादी अपने कथनों को सप्रमाण स्वयं साबित करें।
7. यह कि किशन सिंह पुत्र श्री राम सिंह ने (11.01.2001 से 23.03.2002 में मात्र 47 दिन ही कार्य किया है) एवं पुनः (01.06.2002 से 31.03.2003 की अवधि में सिर्फ 125 दिन) सिकन्दरा सब सर्किल में कार्य किया है। श्रमिक किशन सिंह ने 240 दिन लगातार कार्य कभी नहीं किया। उसका कार्य स्वतः समाप्त हो गया। श्रमिक को उसके कार्य की पूर्ण मजदूरी दे दी गयी।
8. यह कि राजेन्द्र पुत्र फूल सिंह ने मात्र 26 दिन 01.07.2003 से 31.07.2003 तक सिकन्दरा सब सर्किल में कार्य किया।
9. यह कि राजेन्द्र पुत्र पन्ना लाल ने दिनांक (11.12.2001 से 23.03.2002 की अवधि में मात्र 47 दिन) एवं पुनः आवश्यकतानुसार (01.06.2002 से 03.03.2003 की अवधि में मात्र 100 दिन) दिनांक (01.06.2003 से 31.08.2003 की अवधि में मात्र 50 दिन) कार्य किया है, श्रमिक द्वारा 240 लगातार कार्य नहीं किया गया। उसका कार्य स्वतः समाप्त हो गया। श्रमिक को उसके कार्य की मजदूरी दे दी गयी।
10. यह कि विजय पुत्र राधेश्याम ने फतेहपुर सीकरी सब सर्किल में (01.07.200 से 28.03.2001 की अवधि में कुल 145 दिन) एवं (29.03.2001 से 28.03.2002 तक 204 दिन) एवं (01.05.2002 से 29.03.2003 मात्र 214 दिन) तक आवश्यकता पड़ने पर कार्य किया है। श्रमिक ने किसी भी कैलेंडर वर्ष में 240 दिन लगातार कार्य नहीं किया है। उसका कार्य स्वतः समाप्त हो गया है। दैनिक मजदूर को उसके कार्य की पूर्ण मजदूरी का भुगतान कर दिया गया है।
11. यह कि मुकेश पुत्र नेकराम ने फतेहपुर सीकरी में दिनांक (25.02.1986 से 05.02.1987 कुल 120 दिन) एवं दिनांक (26.04.1987 से 01.10.1990 कुल 156 दिन) कार्य किया, श्रमिक द्वारा 240 दिन लगातार कार्य नहीं किया गया। उसका कार्य स्वतः समाप्त हो गया। दैनिक मजदूर को उसके कार्य की पूर्ण मजदूरी का भुगतान कर दिया गया है।
12. यह कि वाद से संबंधित साबिर पुत्र नसीरा ने मेहताब बाग में कभी कोई कार्य नहीं किया। वाद झूठे व मनगढन्त तथ्यों पर लगाया गया है। वादी अपने कथनों को सप्रमाण स्वयं साबित करें।
13. यह कि यादव सिंह पुत्र सीताराम ने दिनांक (01.01.2002 से 31.01.2002 मात्र 22 दिन) तक सिकन्दरा सब सर्किल में कार्य किया। उसका कार्य स्वतः समाप्त हो गया। श्रमिक को उसके कार्य की मजदूरी दे दी गयी।
14. उल्लेखनीय है, कि किसी भी श्रमिक ने 240 दिन लगातार कार्य नहीं किया। विभाग द्वारा नोटिस पे व छंटनी का मुआवजा देने का कोई औचित्य नहीं है।”

The said facts have been further proved by the witness of respondent in his cross-examination.

Taking into consideration the documents available on record/cross examination of Saleem/workman dated 11.3.2010 (W-47), the relevant portion of which is quoted below:-

“मैंने वर्ष 1976 से 1978 तक तथा 1979 से 7 अगस्त 2003 तक काम किया है निश्चित नहीं बता सकता कि किस साल कितने दिन काम किया है। मैंने फतेहपुर सीकरी के अलावा सिकन्दरा में 330 दिन काम किया है 2002 से 2003 के बीच काम किया है तथा 24 दिन आगरा ताज में काम किया है। जनवरी 2002 से 2003 तक काम किया निश्चित नहीं मालूम कब से कब किया है उसके बाद 24 दिन आगरा ताज में रखा”

As well as affidavit filed on behalf of respondent (examination in chief) dated 5.12.2019 of Sri Kalendar, S/o Sri Jailal Bind-Sanrakchan Sahayak, Fatehpur Sikri, Sub Circle Archaeological Survey of India, it is clearly established that the workmen on whose behalf the present I.D. Case have failed to prove either by way of pleadings or cogent evidence that they have worked for 240 days in the preceding 12 months before the retrenchment of their engagement. Hence, the applicants/workmen are not entitled for any relief as claimed by them.

AWARD

For the foregoing reasons the workmen are not entitled for any relief as per the Reference No. L-42012/39/2004-IR(CM-II) dated 04.10.2004 and the same is answered accordingly.

Dated: 11th July, 2025.

Lucknow.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1916.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, चंडीगढ़-II के पंचाट (संदर्भ संख्या 05/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/10/2025 को प्राप्त हुआ था।

[सं. एल-23012/12/2018-आई आर .(सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 30th October, 2025

S.O. 1916.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 05/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-II** as shown in the Annexure, in the industrial dispute between the Management of **Ms.BBMB** and **their workmen** received by the Central Government on **29/10/2025**.

[No. L-23012/12/2018 – IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

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

Present: Sh. Kamal Kant, Presiding Officer.

ID No.05/2018

Registered on:-04.06.2018

Jagat Ram S/o Sh. Chuhar, C/o Sh. R.K. Singh Parmar, General Secretary, Punjab, INTUC, 211L, Ward No.11, Post Office Partap Nagar, Nangal Dam, Distt. Ropar, Punjab.

.....Workman

Versus

1. Chairman, BBMB, 19-B Madhya Marg, Chandigarh.
2. Chief Engineer, BSL Project, BBMB, Sundernagar, Himachal Pradesh.
3. Executive Engineer, Electrical & Mech. Division, BBMB, Pandoh (HP)
4. Executive Engineer, Pandoh, Dam Division, BBMB, Pandoh (HP)

.....Respondents

Present: None for workman.

Sh. Sandeep Sharma, Law Officer for Respondents no. 1 to 4.

Award

Passed on:-09.09.2025

Central Government vide Notification No. L-23012/12/2018-IR(CM-II) Dated 24.05.2018, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

- i. *Whether the alleged termination of the services of Shri Jagat Ram S/o Shri Chuhan w.e.f. 04.01.2013 by the management of BBMB is just, fair and legal?*
- ii. *If not, whether the action of the management of BBMB is violation of Section 25-F, 25-G, 25-H of the ID Act, 1947?*
- iii. *If yes, what relief(s) the concerned workman is entitled to & from which date?"*

1. It is mentioned here that on 01.05.2024, statement of workman was concluded and case was fixed for 10.09.2024 for remaining evidence of workman. Thereafter, nobody has appeared on behalf of workman despite availing many opportunities for adducing further evidence. It appears that the workman is not interested in pursuing his case. Since, workman has not turned up, so his evidence is closed by court order vide separate order sheet. AR for respondent no.1 to 4 stated that he does not want to lead any evidence and has argued the case.

2. In this case, workman has examined himself as WW1 and has tendered his affidavit. He was also subject to cross examination. In his petition as well as in his affidavit, he has mentioned that he has worked more than 2 decades and was unlawfully terminated from the service w.e.f. September 2012 in gross violation of the Act and was not given any notice nor paid any retrenchment compensation. He has also claimed that he has put more than 240 days of service within 12 calendar months prior to his dismissal. In this regard, it is pertinent to mention here that no documentary evidence has been filed by the workman that when he started working with the management as rated majdoor and he has also not given exact date on which his services were terminated. In his cross examination, he has rather stated that in the year 2012, he worked for 237 days i.e. less than 240 days. Workman himself has admitted that he had not annexed documents in respect of his working 240 days in the year 2012. Moreover, there is no record with him to show how he has worked 240 days, specifically when it is the case of the management that he has worked for 61 days in 12 preceding calendar months from the date of his retrenchment.

3. Thus, workman has failed to prove his case regarding violation of Section 25F of the Act and for entitlement for retrenchment compensation. Moreover, he has also admitted in his cross examination that he was called for by the BBMB for engaging him on part time basis, but workman has refused to accept that post vide MW1/1, in which his name and signature has been mentioned at Sr. No.19. Thus on merit also, workman is not entitled for any relief.

4. In view of the above, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

5. 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, 30 अक्टूबर, 2025

का.आ. 1917.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीबीएमबी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह- श्रम न्यायालय, चंडीगढ़-II** के पंचाट (**संदर्भ संख्या 12/2018**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **29/10/2025** को प्राप्त हुआ था।

[सं. एल-23012/82/2018-आई आर .(सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 30th October, 2025

S.O. 1917.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 12/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court, Chandigarh-II** as shown in the Annexure, in the industrial dispute between the Management of **Ms.BBMB** and **their workmen** received by the Central Government on **29/10/2025**.

[No. L-23012/82/2018 – IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

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

Present: Sh. Kamal Kant, Presiding Officer.

ID No.12/2018

Registered on:-28.06.2018

Kishan Chand S/o Sh. Shaktu, C/o Sh. R.K. Singh Parmar, General Secretary, Punjab, INTUC, 211L, Ward No.11, Post Office Partap Nagar, Nangal Dam, Distt. Ropar, Punjab.

.....Workman

Versus

1. Chairman, BBMB, 19-B Madhya Marg, Chandigarh.
2. Chief Engineer, BSL Project, BBMB, Sundernagar, Himachal Pradesh.
3. Executive Engineer, Electrical & Mech. Division, BBMB, Pandoh (HP)
4. Executive Engineer, Pandoh, Dam Division, BBMB, Pandoh (HP)

.....Respondents

Present: None for workman.

Sh. Sandeep Sharma, Law Officer for Respondents no.1 to 4.

Award**Passed on:-09.09.2025**

Central Government vide Notification No.L-23012/82/2018-IR(CM-II) Dated 26.06.2018, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

- i. *Whether the alleged termination of the services of Shri Kishan Chand S/o Shri Shaktu w.e.f. 04.01.2013 by the management of BBMB is just, fair and legal?*
- ii. *If not, whether the action of the management of BBMB is violation of Section 25-F, 25-G, 25-H of the ID Act, 1947?*
- iii. *If yes, what relief(s) the concerned workman is entitled to & from which date?"*

1. In this case, affidavit of workman was filed on 27.04.2023 and the matter was adjourned for 18.08.2023 for cross examination of workman. However, the workman has not turned up for cross examination. In the claim petition as well as in his affidavit, workman has mentioned that he has worked more than 2 decades and was unlawfully terminated from the service w.e.f. March 2012 in gross violation of the Act. At that time, he also stated that in March 2012, he was not given any notice nor paid any retrenchment compensation. He has also claimed that he has put more than 240 days of service within 12 calendar months prior to his dismissal. In this regard, it is pertinent to mention here that no documentary evidence has been filed by the workman that when he started working with the management and he has also not given exact date on which date his services were terminated. Moreover, there is no record with him to show how he has worked 240 days, specifically when it is the case of the management that he has worked for 31 days in 12 preceding calendar months from the date of his retrenchment.

2. It is added here that the affidavit of workman was filed on 27.04.2023 through proxy AR of the main AR of workman and since then, workman has not turned up for his cross examination. Even, his main AR has not turned up since long. As mentioned earlier, if workman is not turning up for his cross examination, then his affidavit cannot be relied upon. It appears that the workman is not interested in pursuing the case, as he has not turned up for his cross examination nor his main AR is turning up. Thus, it is held that the workman has failed to prove his case that he has been retrenched in violation of section 25F of the Act.

3. In view of the above, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1918.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, चेन्नई के पंचाट (सन्दर्भ संख्या 4/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/10/2025 को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आई आर .(सी.एम-II)]

सलोनी, उप निदेशक/लिक अधिकारी

New Delhi, the 30th October, 2025

S.O. 1918.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference.I.D.No. 4/2017) of the Central Government Industrial Tribunal-cum-Labour Court, CHANNAI as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 29/10/2025.

[No. L-22013/01/2025 – IR (CM-II)]

SALONI, Dy. Director/Link officer

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

Date: 24-09-2025

Present: SUSHIL KUMAR-II,
PRESIDING OFFICER

Industrial Dispute No. 4/2017

BETWEEN

Shri A.Sivakumar,

No.2/31, Kachaleeswarar Garden 2nd Lane,

Muthiyalpet,

Chennai-600 001.

:

1st Party/Petitioner

AND

1. The Registrar of Co-operative Societies,

(Central Registrar), Chennai Region,

No.91, St.Mary's Road, Abiramapuram,

Chennai-600 018.

2. The Food Corporation of India,

Employees Co-operative Society Ltd.,

Southern Zone, No.MSCS/CR-23/92

Rep. by its Secretary,

New No.40, Old No.113, 2nd floor,

Vepery High Road, Periyamet, Chennai-600 003. : II Party/ Respondent

Appearance:

For the 1st Party/Petitioner : M/s. Ashok Menon, Advocates

For the II Party/Respondent No.1 : None

For the II Party/Respondent No.2 : M/s. A.Karthikesan, Advocates

The Petitioner filed this petition u/s.2A of the Industrial Disputes Act, 1947 directly seeking relief of reinstatement into service of the Respondent No. 2.

2. As per the case of the Petitioner, he joined the service on 29.01.2009 as Assistant Grade III under the 2nd Respondent, and the Petitioner was confirmed in the post of Assistant Grade III w.e.f 01.02.2009 as permanent employee and the Petitioner was drawing salary in the pay scale of Rs.9300-22940 + IDA.

3. The 2nd Respondent sent a circular dated 18.12.2015 without assigning any reasons to twenty employees, including the Petitioner herein stating that their services were proposed to be terminated w.e.f. 01.01.2016. As per circular dated 18.12.2015, 13 out of 20 employees went on voluntary retirement after collecting compensation. Six persons filed a writ Petition No.40980 of 2015 before the Hon'ble High Court of Madras who passed interim order of status quo, as a result, they are continuing in service.

4. On 30.12.2015 the Respondent No.2 called the Petitioner, on knowing that Petitioner has not filed any Writ Petition before the High Court, and asked him to resign his job, but, the Petitioner refused to resign his job, then the 2nd Respondent issued impugned proceedings dated 13.12.2015 by suspending the Petitioner from service.

5. The Petitioner alleged that the 2nd Respondent in order to give colour to the impugned order has stated as if the Petitioner was illegally appointed and that too after 6 years of unblemished service. Further, the 2nd Respondent has no jurisdiction or authority to terminate the services of the Petitioner. He further stated that he is entitled to get wages and other benefits of Rs.3,66,690/- for the period from March, 2016 to December, 2016, as he was illegally terminated from service. The Petitioner further stated that he filed a Writ Petition No.19571 of 2016 and his appeal was allowed with a direction that retrenched employees are deemed to be in service and the relevant employees to be provided employment and salary.

6. In the Writ Appeal Nos.1446 and 1457 of 2016 filed by the Respondent before the Hon'ble High Court of Madras, the Hon'ble Bench directed the Petitioner to approach the Labour Court/Tribunal within a period one month. Accordingly, the Petitioner filed this petition before this Tribunal.

7. The statement of defense was filed on behalf of 1st Respondent with a request to delete the 1st Respondent from the array of respondent on the ground that ID is not maintainable against the Registrar of Co-operative Societies or against Joint Registrar of Co-operative Society, Chennai Region.

8. The 2nd Respondent in the counter statement stated that Petitioner was served with notice of retrenchment according to the manner prescribed in section 25(c) of the Act on 29.02.2016, duly giving reasons for retrenchment of the staff.

9. As per provisions of section 2A of the Industrial Disputes Act, 1947, it is mandatory to undergo conciliation proceedings before the Labour Commissioner, but the Petitioner has failed to follow the procedure and directly approached this Tribunal.

10. The petition u/s.2A of the Act can be filed only against dismissal, retrenchment and termination of workman. While the Petitioner challenges only the order of suspension, such petition is not maintainable u/s.2A of the Industrial Disputes Act, 1947. The Petitioner has not challenged order of retrenchment and filed this petition after the period mentioned by the Hon'ble High Court of Madras in its directions. It is also stated that due to financial burden upon the establishment, number of employees have to be reduced to 287 employees from 450. The previous Board of Management and the Chief Executive resorted to massive recruitment of staff which landed the Respondent society in financial difficulties. All the 20 persons were selected without adopting due process of law. There was no publication for the recruitment nor called for candidates from employment exchange and the age limit was raised to 39 years and mandatory guidelines were not followed. The ratio of applications for vacancies were not followed. The President of the society and CEO of the Society have been terminated from service. It is further stated that the society suffered from cash loss of heavy amounts. Therefore, the Respondent society made retrenchment of staff w.e.f 13.02.2016, after observing procedures laid down u/s.25F of the Act.

11. In the meantime, the Petitioner had committed certain serious misconduct resulting in loss Rs.8,88,140/-. Therefore, the Petitioner was suspended on 31.12.2015, pending enquiry and subsequently, charges has also been framed and he was retrenched from service w.e.f 29.02.2016 after withdrawing disciplinary proceedings initiated against him.

12. The Petitioner filed Writ Petition No.203 of 2016 which was dismissed on 16.06.2016 and challenged the suspension order in Writ Petition filed which was also dismissed on 31.12.2015. The Petitioner was retrenched due to want of vacancy and lack of financial sources and it was essential for survival of the society. It was also stated that Petitioner was suspended on 31.12.2015 after committing certain misconducts. Subsequently, he was reinstated into service and charge was also dropped and thereafter, retrenchment order was served on him and he was given one month's notice pay and compensation equivalent to fifteen days average pay for completed year of continuous service and notice was given in the prescribed manner indicating the reasons for making retrenchment. The State Government has also referred the matter to the Commissioner of Labour and the Labour Officer-1, Kuralagam, Chennai is pursuing action in this case. Therefore, this industrial dispute is not maintainable before this Tribunal and thus the same may be dismissed.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri A.Sivakumar

For the 2nd Party/Management : MW1 Shri R. Sathyanarayanan, PAH

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	21.05.2009	Appointment order issued by Secretary, FCI Employees Co-operative Society Ltd, Southern Zone to Petitioner
Ex.W2	11.12.2009	Order passed by Secretary, FCI Employees Co-operative Society Ltd, Southern Zone to Petitioner confirming the post of Assistant Gr.III

Ex.W3	21.01.2010	Order passed by Secretary, FCI Employees Co-operative Society Ltd, Southern Zone to Petitioner sanctioning annual increment
Ex.W4	01.07.2009	Identity card issued by Secretary, FCI Employees Co-operative Society Ltd, Southern Zone to Petitioner
Ex.W5	July, 2009	Pay Slip of the Petitioner
Ex.W6	18.12.2015	Circular issued by Secretary, FCI Employees Co-operative Society Ltd, Southern Zone releasing 20 employees from service including the Petitioner
Ex.W7	-	Memo issued by Secretary, FCI Employees Co-operative Society Ltd, Southern Zone to Petitioner
Ex.W8	04.02.2016	Memo issued by Secretary, FCI Employees Co-operative Society Ltd, Southern Zone to Petitioner
Ex.W9	02.02.2016	Letter sent by Petitioner to Secretary, FCI Employees Co-operative Society Ltd, Southern Zone
Ex.W10	10.06.2016	Order passed by Hon'ble High Court of Madras in WP No.19571 of 2016 & WMP No.16911 of 2016
Ex.W11	03.11.2016	Order passed by Hon'ble High Court of Madras in WMP No.10948 to 10953 of 2016 in WMP Nos.7368 to 7373 of 2016

Documents Marked:

On behalf of Respondent/Management

Ex.No.	Date	Description
Ex.M 1	11.12.2015	Circular on cadre strength of employee
Ex.M 2	31.12.2015	Impugned order of suspension
Ex.M3	29.02.2016	Order withdrawing disciplinary action against the Petitioner
Ex.M4	29.02.2016	Statutory notice of retrenchment u/s.25F of the Industrial Disputes Act, 1947
Ex.M5	29.02.2016	Statutory order of retrenchment u/s.25F of the Industrial Disputes Act, 1947
Ex.M6	22.03.2016	Order of Respondent
Ex.M7	22.03.2016	Intimation of gratuity payment
Ex.M8	16.06.2016	Hon'ble High Court of Madras order in WP No.203 of 2016
Ex.M9	01.12.2018	Hon'ble High Court of Madras order in WP No.1446 to 1457 of 2016
Ex.M10	01.12.2018	Power of attorney given to Mr.R.Sathyanarayanan by Secretary of society

13. A rejoinder was filed by the Petitioner denying all the averments contained in the statement of defense and stated that since he was terminated from 01.01.2016 he had filed an application u/s.2A of the Industrial Disputes Act, 1947 and no reason was assigned in the circular issued by the Respondent on 28.12.2015 to all the twenty employees, including the Petitioner. The order of termination of service dated 31.12.2015 is mala fide, illegal, arbitrary and without jurisdiction.

14. Heard the Petitioner in person. The first question for determination that arises, is it mandatory to file conciliation application before filing industrial dispute u/s.2A of the Act?

Section 2A reads as under:-

“2A. [Dismissal, etc., of an individual workman to be deemed to be an industrial dispute.

“Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.]

(2)[Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3)The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1).]

15. Thus, this section provides additional opportunity to the employee to file an industrial dispute directly before the Industrial Tribunal on the following action against him:-

- a) Discharge;
- b) Dismissal;
- c) Retrenchment &
- d) Otherwise terminated the service of individual workman

Clause 2 of section 2A of the Act provides that any employee makes an application to Labour Court or Tribunal for adjudication of dispute referred to therein. The second part of the clause provided limitation period i.e., 45 days from the date he has made an application to the Conciliation Officer of the appropriate Government for conciliation of the dispute. If the application is not submitted to the conciliation officer, then limitation of 45 days does not come into existence. Any employee may file industrial dispute within a period of three years before the Labour Court or Tribunal from the date of discharge, dismissal, retrenchment or otherwise termination of service. Thus, limitation period provided is within 45 days, if an employee makes an application to the conciliation officer of the appropriate Government for conciliation of dispute. As per provisions of section 2A of the Industrial Disputes Act, 1947 it appears not mandatory to submit an application for conciliation before filing any industrial dispute.

16. Section 11 of the Industrial Disputes Act, 1947 describes procedure and powers of the following authorities:-

1. Conciliation Officer
2. Boards
3. Courts & Tribunals

This section was not amended at the time of insertion of Section 2A. Section 11 does not prescribe stages before whom dispute must be raised/submitted either 1st level or 2nd level or third level. Although, some law makes it mandatory to seek conciliation before filing a suit before the Court as section 12A of Commercial Court Act, 2015, mandating the procedure for commercial disputes.

17. In the case of Chandra Kishore Chaurasia Vs. R.A. Perfumery Works Private Ltd. in FAO (COMM) 128/2021 CM Nos.28066/2021, 28067/2021 & 40033/2021 dated 27.10.2022, the Hon'ble Delhi High Court held that requirement conciliation may be directory rather than mandatory, if not clearly stipulated. In this case, the Hon'ble Court held that requirement u/s.12A does not apply if the plaintiff seeks relief meaning thereby suit cannot be dismissed solely for not exhausting the meditation. Thus, it may be concluded that conciliation requirement is generally mandatory, if the law clearly stipulates procedure for it. On the basis of logic of the above mentioned judgement, it would be appropriate to hold that conciliation proceedings u/s.2A(2) of the Industrial Disputes Act, 1947 is not mandatory before filing an industrial dispute.

18. For the above reasons, this point is decided against the 2nd Respondent.

19. The second point for determination that arises is whether this Industrial Dispute is maintainable?

20. The 2nd Respondent in its reply submitted that the Industrial Dispute is filed against the suspension order and accordingly, not maintainable, because as per section 2A, Industrial Dispute may be raised against the order of discharge; dismissal; retrenchment & otherwise terminated the service of individual workman.

21. On perusal of the claim statement, it appears that the Petitioner stated the word 'suspension', but on perusal of the whole claim, it makes it clear that ID is filed against the order of retrenchment, because the Petitioner stated that termination of service by the Respondent is mala fide, illegal, arbitrary, without jurisdiction and in violation of

principles of natural justice. He never seeks the relief of revocation of suspension order as per provisions of section 2A of Industrial Disputes Act, 1947, but raised the dispute against retrenchment order and therefore, this ID is maintainable. Thus, this point is also decided against the Respondent.

22. The third and main issue raised by the Petitioner relates to validity of retrenchment order passed by the 2nd Respondent. Ex.W1 marked is copy of the appointment order issued by the Respondent in favour of Shri A.Sivakumar. As per this order, the Petitioner was put on probation for a period of one year from the date of joining duty. On perusal of Ex.W2, it appears that Petitioner has satisfactorily completed his probation on 30.11.2009 and he was confirmed in the post of Assistant Grade III w.e.f. 01.12.2009 forenoon. His basic pay was fixed in the time scale of Rs.4820-110-5040-120-6600-125-6850-140-8530.

23. Ex.W5 discloses the fact that Petitioner was under suspension alleged to have committed various omission and commission in discharge of duties and responsibilities and he was asked to submit his comments and clarification. As per Ex.W8, charge memo was served on the workman. The charge was framed by Disciplinary Sub-Committee. Though, the Petitioner was charge sheeted as stated above, the enquiry was not completed. Ex.W9 is a letter written by Petitioner to Respondent dated 02.02.2010 and sought permission to pursue relevant records pertaining to the charge. The enquiry was never concluded by the Respondent. The retrenchment order was passed on 29.02.2016 as per Ex.M4. The reason for retrenchment was given that recruitment was illegal. If the appointment of the Petitioner was illegal, then it would not subject matter of retrenchment but, it was the matter of dismissal after enquiry. No sufficient opportunity was provided to the Petitioner. But, the Respondent adopted so many methods against the Petitioner, first his suspension; secondly, he was charge sheeted for misdeeds; thirdly, enquiry was not completed and without completing enquiry; finally retrenchment order was passed against the Petitioner. The Petitioner has completed six years of service at the time of retrenchment and as per Ex.W2, the Petitioner's service was confirmed after successfully completion of his probation period.

RETRENCHMENT:

24. Retrenchment means termination of services of the workman by the employer for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action, but not include.....

Once the Respondent furnished charge sheet to the employee, as discussed herein above, there was no occasion to pass order of retrenchment without concluding enquiry against the employee for awarding punishment.

25. Thus, as per discussion above, the action of the 2nd Respondent in passing the impugned order is totally illegal, arbitrary and in violative of principles of natural justice. Hence, the employee/workman deserves reinstatement of service with full back wages and other attendant benefits.

AWARD

The appeal filed by the Petitioner is allowed. The retrenchment order dated 22.03.2016 passed by the 2nd Respondent against the workman is hereby set aside. The Petitioner is entitled for reinstatement into service of the 2nd Respondent with the benefits of continuity of service, back wages and other attendant benefits which are payable to the employee known to the service conditions.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1919.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अरुण एविएशन सर्विस प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 79/2023) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/10/2025 को प्राप्त हुआ था।

[सं. एल-11012/06/2023-आई आर (सी.एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 30th October, 2025

S.O. 1919.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 79/2023**) of the **Central Government Industrial Tribunal-cum-Labour Court NO. 1, New Delhi** as shown in the Annexure, in the industrial dispute between the Management of **Aroon Aviation Service Pvt.Ltd** and their workmen, received by the Central Government on **29/10/2025**.

[No. L-11012/06/2023 – IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,
NEW DELHI.

ID No. 79/2023

Sh. Ashok Vihar S/o Sh. Mohan Ray, Through Hindustan Engineering and General Mazdoor, (Regd. 4479), Head Office D-2/24, Sultan Puri, Delhi-110086.

...Claimant

Versus

1. Jet Airways India Limited, I.G.I. Airport, New Delhi-110037.
2. Aroon Aviation Services Private Limited, A-113, Road No.2, Mahipal Pur Extension, New Delhi-110037.

...Management

AWARD

1. In the present case, a reference was received from the appropriate Government vide letter No-L-11012/06/2023 IR(CM-I) dated 10.03.2023 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

'Whether the service of workman Sh. Ashok Kumar S/o Sh. Mohan Ray, Loader is retrenched by the management M/s Aroon Aviation Services Private Limited on 17.04.2019. If yes, to what amount towards the retrenchment compensation, notice pay, leave encashment, bonus and earned wages the workman is entitled and what directions are necessary in this regard?'

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement was filed on behalf of the claimant.

3. Thereafter, even after serving with notice, none appeared on behalf of the claimant to substantiate his claim. It appears that the claimant is not interested in pursuing his case.

4. Hence, in these circumstances this tribunal has no option except to pass the no dispute award. No dispute award is passed accordingly. File is consigned to the record room. A copy of this award is hereby sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

Date: 06.10.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1920.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन नेवल कैटीन सर्विसेज और 1 या; मेसर्स इंडियन नेवल कैटीन कंट्रोल बोर्ड; मेसर्स इंडियन नेवी कैटीन सर्विसेज के प्रबंधन के संबद्ध नियोजकों और श्री प्रशांत मोहन सावंत के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स नं.- 19/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-148]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1920.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 19/2017**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Indian Naval Canteen Services & 1 Or; M/s. Indian Naval Canteen Control Board; M/s. Indian Navy Canteen Service and Shri Prashant Mohan Sawant** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. Z-16025/04/2025-IR(M)-148]

SALONI, Dy. Director

ANNEXURE
BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD
PRESIDING OFFICER/LINK OFFICER
THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI
PRESENT
JUSTICE RETIRED SHIV SHANKER PRASAD
Presiding Officer/Link Officer
APPLN.REFERENCE NO. CGIT-2/19 of 2017
EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No.1 1. M/s. Indian Naval Canteen Services & 1 Or.

The General Manager,
Indian Naval Canteen Service,
Head Office, Navy Nagar,
Colaba, Mumbai – 400 005.

2. M/s. Indian Naval Canteen Control Board.

The Chairman (for Member Secretary),
Indian Naval Canteen Control Board,
IHQ MOD (N), New Delhi.

3. M/s. Indian Navy Canteen Service

The Regional Manager,
Indian Naval Canteen Service,
Navy Nagar, Colaba,
Mumbai – 400 005.

AND

THEIR WORKMEN.

Party No.2 (Mr. Prashant Mohan Sawant)

302, Nirvighna Plaza,
Bindu Madhav Nagar,
Digha Gaon,
Navi Mumbai – 400 708.

APPEARANCES:

Management No. 1,2 & 3	: Mr. Rahul Nerlekar Advocate
Workman	: Mr. J. H. Sawant. Advocate

AWARD

(Delivered on 18-09-2025)

1. This petition u/s. 2A (2) of the ID Act, 1947, has been filed praying for the adjudication of the Industrial Disputes Act between the applicant and the respondents over the demand for his re-instatement in services w.e.f. 02.12.2016 with continuity in services, full back wages, all consequential benefits etc., by the respondents, who control the affairs of the Indian Naval Canteen Services.

2. On filing of this petition, respondents were noticed, who filed their respective Written Statement, in response to this petitioner has filed Rejoinder in support of the petition. The petitioner Mr. Prashant Mohan Sawant has filed his Affidavit. He was cross-examined by the respondent and the matter is pending before the Court to decide the application dated 04.09.2019, which is for production of the documents from the side of the management.

3. For that purpose, the case is listed on 01.10.2025, but, in the meantime, both the parties have settled their dispute amicably out of the Court and both the parties have jointly moved the application today before the Court for taking the matter on Today's Board. Both the parties are agreed to decide the matter in the terms of compromise today only. Therefore, in the interest of justice, application for taking the matter on Today's Board is hereby allowed.

4. The Ministry, time to time encourages settling the cases, pending before the Court by means of mediation or by presenting the cases before the Lok Adalat. In the present case, both the parties have settled their dispute amicably out of the Court, in terms and conditions mentioned in the memo of compromise, signed by both the parties on 18.09.2025. Both parties therefore pray to dispose off the matter as settled.

In view of this, the matter is disposed off as settled.

In the result, I proceed to pass the following order-

ORDER

i. The Application/ petition is disposed off as settled.

ii. The parties to bear their own cost.

iii. The Award be sent to the Central Government.

Date: 18-09-2025

Justice SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1921.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिंदुस्तान पेट्रोलियम कारपोरेशन लिमिटेड (एलपीजी बॉटलिंग प्लांट) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.- 22/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. एल-30011/81/2003-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1921.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 22/2004**) of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Hindustan Petroleum Corporation Limited (LPG Bottling Plant)** and **their workmen** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. L-30011/81/2003-IR(M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.

Reference Case No. 22/2004

Parties:

Employers in relation to the management of Hindustan Petroleum Co.
Ltd. (LPG Bottling Plant), Gamharia, Saraikela.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N.K. Trivedi, Ld. Advocate

For the workman :- None.

State : Jharkhand.

Industry:-Petroleum

Dated 23/09/2025

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-30011/81/2003 (IR(M)) dated 19/01/2004 has been pleased to refer the following dispute between the employer i.e. management of Hindustan Petroleum Co. Ltd.. (LPG Bottling Plant), Gamharia, Saraikela and their workman through President, Hindustan Petroleum Bisthaput Pravabit Sramik Sahayog Samiti, Saraikela for adjudication by this Tribunal:

SCHEDULE

“Whether the removal of seven workmen of Hindustan Petroleum Bisthapir Pravabit Shramik Sahyog Samity by terminating the contract is justified? If not, to what relief, the workmen are entitled?”

2. On receiving order no. L-30011/81/2003 (IR(M)) dated 19/01/2004 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 22 of 2004 was registered on 20.02.2004 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 issuance of notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 26.11.2021, registered notices were sent to both the parties and thereafter no step was taken from both sides. Thereafter again second regd. notice issued to both the parties but both parties failed to appear before this Tribunal. Though on 25.07.2025 Sri N.K. Trivedi, Advocate for the management appeared.

4. On perusal of the entire case record it is transpires that the workman never appeared before this Tribunal for a period of 21 years 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, 30 अक्टूबर, 2025

का.आ. 1922.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्मकार एकता केंद्र के प्रबंधतंत्र के संबद्ध नियोजकों और श्री करण सिंह, श्री करण सिंह, श्री रमेश कुमार, श्री राजेश कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स न.- 275/2021, 276/2021, 277/2021, 278/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-149]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1922.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 275/2021, 276/2021, 277/2021, 278/2021**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Karmakar Ekta Kendra** and **Shri Karan Singh, Shri Karan Singh, Shri Ramesh Kumar, Shri Rajesh Kumar** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. Z-16025/04/2025-IR(M)-149]

SALONI, Dy. Director

ANNEXURE

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR COURT-II,
NEW DELHI**

I.D No. 275/2021

Sh. Karan Singh, S/o Sh. Deep Chand,

R/o- House No.-98, Bhyampur Khurd,
Radhma Road, Sonipat, Haryana-131001.

Through- Karmakar Ekta Kendra,
A-704, Transit Capm, Saheed Rajeev Gandhi,
Colony, Govind Puri, Kalkaji, New Delhi-110019.

I.D No. 276/2021

Sh. Karan Singh, S/o Sh. Ram Mehar,

R/o- House No.-1079/3, Near Maya Chand Dairy,
West Ram Nagar, Sonipat, Haryana-131001.

Through- Karmakar Ekta Kendra,
A-704, Transit Capm, Saheed Rajeev Gandhi,
Colony, Govind Puri, Kalkaji, New Delhi-110019.

I.D No. 277/2021

Sh. Ramesh Kumar, S/o Late Sh. Daya Ram,

R/o- RZ-54-B, Prem Nagar, C-Block, Najafgarh,
New Delhi-110043.

Through- Karmakar Ekta Kendra,
A-704, Transit Capm, Saheed Rajeev Gandhi,
Colony, Govind Puri, Kalkaji, New Delhi-110019.

I.D No. 278/2021

Sh. Rajesh Kumar, S/o Sh. Kallu Ram,

Through- Karmakar Ekta Kendra,
A-704, Transit Capm, Saheed Rajeev Gandhi,
Colony, Govind Puri, Kalkaji, New Delhi-110019.

VERSUS

1. **Indian Oil Corporation Ltd.,**

Plot No. 3079/3, Sadiq Nagar, JB Tito Marg,
Near Delhi Jal Board Office, Greater Kailash,
New Delhi-110049.

2. **Sudhir Kumar Security Agency,**

Unit No. 246, Plot No. 02, LSC, Vardhaman,
Crown Mall, Sector-19, Dwarka, New Delhi-110075.

Appearance:-

For Claimant: None for the claimants.

*For Management: Sh. Vinay Sabarwal, Ld. AR alongwith Sh. Karan (proxy) for management no. 1.
None for the management no. 2.*

AWARD

11.08.2025

1. By this composite order, I shall dispose of these four applications of U/S 2A of the **Industrial Disputes Act (here in after referred as an 'Act')** filed by the different claimants against the same respondents, because of having the common respondents and same cause of action, these cases are taken together for their illegal termination. Claims of the workmen are that they have been serving the management-1 through management-2. Name and particulars of their employment are given below-

List of Workmen

Sr. No.	Name	Post	Dates of Joining	Dates of Termination	Last drawn Salary
1	Karan Singh	Security Guard	30.06.2003	20.01.2021	26,091/-
2	Karan Singh	Security Guard	01.06.2001	20.01.2021	26,091/-
3	Ramesh Kumar	Security Guard	01.12.2010	20.01.2021	26,091/-
4	Rajesh Kumar	Security Guard	01.01.2004	20.12.2020	26,091/-

2. They had been doing their work with diligently and honestly. Their service records are clean and they have not given any complaint so far. During the services, management never provided any legal facilities. When claimants demanded all the above said legal facilities, the employer immediately became angry and in a spirit of revenge, their services were illegally terminated by the management on 20. 12.2020 & 20.01.2021 respectively, without prior notice, without any notice charge sheet, without any rhyme and reason, which is a violation of 25-F of the I.D. Act. They have sent the demand letter but they have not been taken on duty. They had gone to the conciliation officer, but, no results were yielded. Hence, they have filed the present claims.

3. W.S has been filed by the respondent-1, stating that workmen were the employee of M-2. Therefore, the present claims are not maintainable against the M-1 and are liable to be dismissed.

4. Management-2 has filed its W.S. denying the averment made in the statement of claims. He submitted that claim of the claimant be dismissed.

5. Matters were listed for filing of rejoinder from several dates. Despite being several opportunities, they have failed to file rejoinder. On 18.03.2025, their rights to file rejoinders were struck off. Now, these matters are listed for listed for framing of issues, however, still, they have not been appearing to substantiate their claims.

6. In these circumstances, when claimants have not been appearing since long to substantiate their claims, this

Tribunal has no other option but to pass the no dispute award. No dispute award is passed accordingly. Copies of award be sent to the appropriate government for notification as required under section 17 of the ID act 1947. Records of these files are consigned to record room. A copy of this award is placed in each of the file.

Date- 11.08.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1923.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड (डायल); अरिहंत इंफ्राकॉन, इंजीनियर्स एवं कॉन्ट्रैक्टर्स के प्रबंधन के संबंध में नियोजकों और श्री रविंदर सिंह नेगी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स नं.- 208/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-150]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1923.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 208/2022**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Delhi International Airport Ltd. (DIAL); Arihant Infracon, Engineers & Contractors** and **Shri Ravinder Singh Negi** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. Z-16025/04/2025-IR(M)-150]

SALONI, Dy. Director

ANNEXURE

BEFORE HON'BLE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-LABOUR COURT NO-II, ROUSE AVENUE DISTRICT COURT COMPLEX, I.T.O., NEW DELHI-110002.

I.D. No.208/2022

Sh. Ravinder Singh Negi,

S/o Sh. Kartik Singh Negi,

R/o A-94, Gali No-04, Madhu Vihar,

Uttam Nagar, New Delhi-110059.

...Applicant/Claimant

VERSUS

1. Delhi International Airport Ltd. (DIAL),

GMR Group, New Udaan Bhawan, IGI Airport,
New Delhi-110037.

2. Arihant Infracon, Engineers & Contractors,

Plot No.209, Kh. No.38, Street No.02,
Dabri Industrial Area, Delhi-110045.

...Managements/Respondents

AWARD DATED 23.09.2025**Item No.- 23**

ID. No. 208/2022

23rd, September, 2025

At 2:00 PM-

Present:

Claimant in person.

Sh. Manish Sehrawat, Ld. AR for the M-1.

Sh. Yashpal Singh (HR Executive) for the M-2.

File is taken up on the joint application filed by the claimant as well as the management wherein they have stated that, out of the court matter has been settled between them. Claimant is agreed to receive the amount of Rs. 65,000/- as full and final settlement. Along with the application, photocopy of deed of settlement dated 23.09.2025, photocopy of affidavit of the claimant and photocopy of the cheque of Rs. 65,000/- has been annexed.

Statement of the claimant and the management no. 2 have been recorded separately.

In view of the settlement arrived between the parties, this case stands disposed of. Award is passed accordingly. A copy of this award be sent to the appropriate government for notification as required under section 17 of the ID Act, 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1924.—औद्योगिक विवाद अधिनियम 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एचडीएफसी (स्टैंडर्ड लाइफ इश्योरेंस कंपनी); इंटरनेशनल हाउसकीपिंग एंड मेंटेनेंस सर्विसेज के प्रबंधन के संबंध में नियोजकों और श्री बहादुर सिंह परिहार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.-16/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-151]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1924.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 16/2023**) 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 M/s HDFC (Standard Life Insurance Company); International Housekeeping & Maintenance Services and Shri Bahadur Singh Parihar which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. Z-16025/04/2025-IR(M)-151]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/16/2023

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

Bahadur Singh Parihar
S/o Late Shri Takhat Singh Parihar,
Age-38 years, Occupation- None,
Address- E-8, Mahalaxmi Vihar,
MR-5, Ujjain (MP)

Workman

Versus

1. Manager,
HDFC (Standard Life Insurance Company),
Opposite Madhav Nagar Police Station,
Varruchi Marg, Freeganj,
Ujjain (M.P.)-456010

2. Director,
International Housekeeping &
Maintenance Services, E/3/9,
1st Floor, E-Block, Sainik Market,
Main Road, Ranchi (Jharkhand)-834001

Management

AWARD

(Passed on this 12th day of September-2025)

Workman has filed this petition against the management Bank and Contractor with the case that, he was appointed as a Security Guard with the Bank on 01.10.2011 through the Contractor I.S.S. House Keeping and Maintenance. The next contractor also continued him in appointment as Security Guard since 01.04.2017, the present

contractor appointed him and supplied him as Security Guard. Thus he has been continuously working as a Security Guard with the Management Bank since 01.10.2011 till 28.11.2022 when his services were terminated under an oral order, without any notice or compensation, which is in violation of Section 25F of the Act. The Workman has prayed that holding his termination against law he be held entitled to be reinstated with back wages and benefits.

Notices were issued to the Bank and Contractor. They did not appeared in spite of notice nor they filed any reply, hence petition proceeded ex-parte against them.

In evidence, the workman filed his affidavit as his examination-in-chief, he filed some photocopy documents which are his joining letter, salary slip, identity card, and statement of account which he did not care to prove. I have heard ex-parte argument of Learned Counsel for the Workman and have gone through the record. The affidavit of the workman corroborates his allegations is uncontroverted and is further supported by documents. His joining letter issued by the Contractor, Salary slip issued by the Contractor, identity card and photocopy statement of account which corroborate his case. Since, his services were terminated without any notice or compensation by the Contractor, they are in violation of Section 25F of the Act.

Keeping in view that he is or has been employee of the Contractor, which is a outsourcing agency, reinstatement of the workman will not be just a relief in this case rather a lump sum compensation of Rs. 50,000/- in lieu of all his claim will meet the ends of the justice in the case in hand, which the contractor m/s International House Keeping is held liable to pay within 30 days from the date of Award, failing which interest @6% per annum from the date of Award till payment.

Petition stands disposed accordingly.

DATE: 12/09/2025

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1925.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एचडीएफसी (स्टैंडर्ड लाइफ इश्योरेंस कंपनी); यूनाइटेड एसोसिएट्स के प्रबंधन के संबद्ध नियोजकों और श्री राकेश सोलंकी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.-15/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-152]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1925.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 15/2023**) 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 **M/s HDFC (Standard Life Insurance Company); The United Associates** and **Shri Rakesh Solanki** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. Z-16025/04/2025-IR(M)-152]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/15/2023

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

Rakesh Solanki
S/o Shri Omprakash Solanki,
Resident- 135-C, Vidyanagar,
Sanwer Road, Ujjain (M.P.) -456010

Workman

Versus

- 1) **Manager, HDFC
(Standard Life Insurance Company),
Opposite Gurudwara, Varruchi Marg,
Freeganj, Ujjain (M.P.) -456010**
- 2) **Director, The United Associates, A-3,
Ground Floor, Laxmi Niwas,
11th Road, Santacruz (East),
Mumbai (Maharashtra)-400055**

Management**AWARD****(Passed on this 12th day of September-2025)**

The Workman has filed petition under Section 2A of the Industrial Disputes Act, 1947 (in short the 'Act') with the case that he was appointed as Office Boy with the Bank on 01.05.2005, his services were terminated by the Bank on 29.04.2006, he raised a dispute before the State Labour Court, Ujjain Case No. 88/2009, judgment and award was passed on 08.02.2012 directing the Management Bank to reinstate him with 25% back wages. This judgment was challenged by Bank before Hon'ble High Court. It is further the case of Workman that, the employer reinstated him on 18.01.2018 in the Ashray Hotel branch of the Bank, from there he was transferred to Muni Nagar and from there to Varuchi Marg, Freganj in Ujjain. His services were terminated by Management bank under an oral order on 01.12.2022 which is in violation of the Section 25F, as no notice or compensation was given to him. He has prayed that holding the termination of his services against law he be held entitled to be reinstated with all backwages and benefits.

In spite of service of notice on the Management Bank and Contractor none appeared. No written statement was filed by them. The case proceeded ex-parte against them.

In evidence, the workman filed his affidavit which is uncontroverted, he also filed photocopy of the judgment of the Labour Court, Ujjain, copy of order of Hon'ble High Court in W.P. No. 7674/2012 passed on 17.08.2012 by which operation of the Award of the Labour Court has been stated subject to compliance of Section 17B of the Act.

I have heard ex-parte argument of Learned Counsel for the Workman and have gone through the record.

From the record it comes out that an Award was passed by State Labour Court operation of which has been stayed by the Hon'ble High Court subject to compliance of Section 17B of the Act. Though the Workman has stated that, he was again appointed in 2018 by the Bank, but there is only as his self serving statement on this point in his affidavit, not corroborated by any other evidence. Hence, his case that he was again appointed by Management in 2018, cannot be held to be proved. Operation of the Award has been stayed by Hon'ble High Court as has been mentioned above. In these circumstances the petition is held sans merit and is liable to be dismissed.

ORDER**Petition dismissed.****No order as to cost.**

DATE: 12/09/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1926.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाफार्ज इंडिया प्रा. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और गोपाल नगर सोशल वेलफेयर सोसाइटी; लाफार्ज इंडिया कर्मचारी श्रमिक संगठन (इंटक) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.-61/2015, 02/2017, 06/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. एल-29011/5/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1926.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 61/2015, 02/2017, 06/2017**) 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 **Lafarge India Pvt. Ltd. and Gopal Nagar Social Welfare Society; Lafarge India Employees Shramik Sangathan (INTUC)** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. L-29011/5/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/61/2015

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

1. The President,
Gopal Nagar Social Welfare Society,
Lafarge India Pvt. Ltd.,
Post- Gopal Nagar, Distt. – Janjgirchampa (CG)
Janigir-Champa – 495663
2. The General Secretary,
Lafarge India Employees Shramik Sangathan (INTUC),
Arasmeta, Post – Gopal Nagar,
Distt. – Janjgirchampa (CG)
Janigir-Champa - 495663

Workmen

Vs

The Factory Manager/President (Works),
Lafarge India Pvt. Ltd./
M/s Nuvoco Vistas Corporation Ltd.,
Arasmeta, Cement Plant, Post- Gopal Nagar,
Distt. – Janjgirchampa (CG)
Janigir-Champa – 495663

Management

With

2 - NO. CGIT/LC/R/02/2017

1. The President,
Gopal Nagar Social Welfare Society,

Lafarge India Pvt. Ltd.,
Post- Gopal Nagar, Distt. – Janjgirchampa (CG)
Janigir-Champa – 495663

2. The General Secretary,
Lafarge India Employees Shramik Sangathan (INTUC),
Arasmeta, Post – Gopal Nagar,
Distt. – Janjgirchampa (CG)
Janigir-Champa - 495663

Workmen

Vs

The Factory Manager/President (Works),
Lafarge India Pvt. Ltd., Arasmeta,
Cement Plant, Post- Gopal Nagar,
Distt. – Janjgirchampa (CG)
Janigir-Champa – 495663

Management

&

3-NO. CGIT/LC/R/06/2017

1. The President,
Gopal Nagar Social Welfare Society,
Lafarge India Pvt. Ltd.,
Post- Gopal Nagar, Distt. – Janjgirchampa (CG)
Janigir-Champa – 495663
2. The General Secretary,
Lafarge India Employees Shramik Sangathan (INTUC),
Arasmeta, Post – Gopal Nagar,
Distt. – Janjgirchampa (CG)
Janigir-Champa - 495663

Workmen

Vs

The Factory Manager/President (Works),
Lafarge India Pvt. Ltd., Arasmeta,
Cement Plant, Post- Gopal Nagar,
Distt. – Janjgirchampa (CG)
Janigir-Champa – 495663

Management

(JUDGMENT)

(Passed on this 17st day of September - 2025)

As per letter dated 04.06.2015 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-29011/5/2015-(IR(M)) dt. 04.06.2015. The dispute under reference relates to:

“Whether the demand of the Union for 40% wage rise w.e.f. 01.04.2014 is justified? If not, so to what percentage of wage rise should be justified?”

Same reference was received by this Tribunal through two other channels and separate Cases R/02/2017 and R/06/2017 were registered on the basis of these references.

Since the reference as well the dispute and also the parties to the dispute in all these three cases were one and same, these cases were conciliated and Case R/61/2015 was taken as leading cases.

Case of the Workmen Union is mainly that, the Union raised present dispute with respect to the claim but the reference was wrongly made by the Ministry vide its order dated 04.06.2015. The Union filed a Writ Petition No. 11/2016 against the reference before Hon'ble High Court of Chhattisgarh at Bilaspur with their prayer for amending the reference which was not heard by the Ministry. It was under the direction of the Hon'ble High Court, a fresh

reference was made by order dated 19.12.2016 which is as follows –

“Whether the demand of the Union for fixing rate of wages at par with Cement Wage Board Award dated 18.07.1983 w.e.f. 01.04.2014 is justified? If not so, to what relief are the concerned workmen entitled?”

According to the Union, the aggrieved persons are the Workmen and members of the Union, regulated by the Wage Board of Cement Factory, working in Lafarge India Cement Plant at Gopal Nagar, Janigir-Champa, Chhattisgarh. It is the case of the Workmen Union that in fact being the employees of the Lafarge Management which runs the Cement Factory, they are also the Workers of the Cement Factory and are entitled to all the salary and other benefits as per Cement Wage Board Award dated 18.07.1983, but the Management has unjustly and arbitrarily denied their legitimate claims on the grounds that these workmen are employees of the Society and not of the Company, which is malafide, illegal and discriminatory. These employees have been allotted residences by the Management of Lafarge India and their salary as well other benefits are also dispersed by the Management of the Lafarge India hence. Management of the Lafarge India cannot deny the relationship of employee and employer between the parties. It is further their case that, according to the Cement Wage Board Award, the benefits shall be applied to all the Employees engaged in Cement industry. They have prayed that holding the action of Management of Lafarge India in not granting the benefits according to the Cement Wage Board Award illegal, unjust and arbitrary, these Workmen also be held entitled to benefits admissible to them in the said Award.

The Management of Lafarge India, has filed their written statement of defense, wherein they have stated that firstly during the pendency of the case their name has changed from Lafarge India to M/s Nuvoco Vistas Corporation Ltd. in pursuance of certificate of Incorporation dated 10.03.2017 issued by the Registrar of Companies in the name of company w.e.f. 10.03.2017. Hence, at present the Company Nuvoco Vistas Corporation is the owner of the said cement plant. The Management has further taken a case that there is no relation of employee and employer between the parties because, admittedly the Workmen are employees of Gopal Nagar Social Welfare Society which is registered under the Society Registration Act and is a separate organization. They have further denied that there was agreement between the Lafarge and the Employees Union, as stated by them in their statement of claim with respect to benefits admissible to them in the Cement Wage Board Award. It is further the case of the Management that, they have no control or authority over the Society. The Workmen are engaged by the Society and they are paid by the Society, they perform their duties as directed by Society, they have been allotted company quarters on temporary basis, with a condition that, they will have to vacate quarters as and when they are allotted to another employee of the Company.

Thus according to Management, their action in not granting the Workmen profits admissible to them under the Cement Wage Board Award is just, legal and proper.

The Gopal Nagar Social Welfare Society (in short the ‘Society’) has filed a separate written statement of claim, supporting the case of the Management of Lafarge/Nuvoco and have stated that they are a society registered in the Society Registration Act, and are not a Cement industry. The Workmen are their employees, paid by them and worked under their direction. The Society and the Workmen Union agreed for execution of settlement dated 25.07.2022 further applicable from 2022 to 2026 with respect to wages of their employees which are being paid by them to these Workmen. They have further pleaded that the Cement Wage Board Award, 1983 particularly Para 166 of the Award has been set aside by Hon’ble High Court of Orissa and by Hon’ble High Court of Chhattisgarh in W.P. No. 04/2005 decided on 06.05.2024.

The Workmen Union has filed rejoinder wherein they have mainly retreated their case,.

The Workmen Union has filed Certified copy of the Application of the Society as well registration certificate of the society, also the photocopy of cheque dated 01.03.2024 along with slip of Bank Statement of salary disbursement in the month of February, 2024, photocopy of wage agreement between Society and Workmen Union, photocopy of minutes of the meeting of the Society, photocopy of allotment order of company quarter, photocopy of the Cement Wage Board Award, which is not disputed by the Management of the Company and Society.

The Management have filed written arguments which is on record.

I have heard argument of Learned Counsel for Workmen Union Mr. Rajneesh Chand and Mr. Abhilash Dey Learned Counsel for M/s Lafarge India which is now M/s Nuvoco. I have also heard argument of Learned Counsel Mr. Praveen Yadav who appeared for the Society and have gone through the record as well.

The main submission on behalf of the Union is that, their Workmen are in fact employees of the Company, and not of society. The benefits admissible under the Cement Wage Board Award, apply to all of the employees working in the campus in any capacity, hence these Workmen cannot be denied benefits in Award only because they are the employees of the Society. Learned Counsel further submits that the Officers of the Company are members of Society. Funds of the society are given by the Company and the workmen are engaged in the work of maintenance as well related activities of company properties, residential etc. Learned Counsel refers to Para 26 of the Award with

respect to coverage of the Award in this respect.

The Learned Counsel for Management and Society have submitted that these workmen are Electricians, Supervisors, Cook, Waiter, Carpenter, Helper, Drivers, Pump Operators, Mension, Maali, Sweeper etc. who have been engaged by the Society and working for Society. They are paid by the Society. Hence, they are in fact workers of the same industry. He refers to Para 50 and 51 of the Arbitration Award in this respect. Learned Counsel further submits that, the society is registered in Society Registration Act and its identity is separate from the Industry which is owner of the Company. Hence, the benefits shown were not admissible to these workmen working in the industry.

The Registration Certificate of the Society and application for registration as well the cheque, photocopy and list of workers who have been paid wages in February, 2024 establishes the fact that, the Society is a Registered Society.. Para 26 of the Arbitration Award is demand No. 1 made by the Workmen Union. The relevant portion itself being reproduced as follows:

26. The amended set of demands are:-

COVERAGE

Demand No. 1:

All following employees shall be covered by the charater of demands as detailed below effective from 1-10-1981:

- (a) *All employees-full-time, part-time, sea-sonal, permanent, temporary, probationer, casual, NMR, Trainee, Apprentice, Contract Labour and others,*
- (b) *All employees working in new and old cement factories and manufacturies. Mines, Offices, Colonies, Schools, Lifts and Recreation Clubs etc.,*
- (c) *All employees working in the limestone. Lime Kankar, gypsum, latrite. and marine-labour and all employees in mines leased by the Government directly or lease obtained by the con-tractor,*
- (d) *All employees working in the Limestone mines lease of which contained by third party but bulk quantity of the output consumed by the cement companies.*
- (e) *All employees working in brick or lime kiln owned by the or by their party but the bulk quantity of the product is consumed by the cement companies.*
- (f) *All employees working in the lorries. trucks, trailers, etc. owned or hired by the Company or by the third party used for the transport of cement, lime-stone. bricks, lime, slag, gypsum, sea-sand and fly-ash etc.*

In the Para 49, 50, and 51 of the Arbitration Award, findings of the order with respect to these demands are being reproduced as follows:

- 49. *At the beginning of the general hearing the question of coverage was raised by both the sides. After some argument there was a general agreement between the parties before us to the effect that all those categories of employees whether working in the various units in the country now or those to be set up in the future (including factories, mines, contract labour and trans-port and offices) covered by the First Wage Board for Cement Industry (1959) should also be covered by our award in the present reference.*
- 50. *It is therefore necessary to reproduce the relevant extract from the First Wage Board for Cement Industry in this regard :*

13.1.1 *Our recommendations should apply to workers employed at the cement factories and at the lime-stone quarries owned by the cement producers supplying the bulk of their output to cement factories, and to workers employed by the cement producers in the transport of lime-stone from the quarries to the factory. They should similarly apply to workers employed at places where calcareous sand or shells are collected, and clay is excavated, and to workers employed by the cement producers in transporting these raw materials to the factory.*

13.1.2. *Our recommendations should apply to workers employed directly or through contractors. Our recommendations do not cover workers employed by con-tractors where such workers are en-gaged on construction work and purely temporary jobs, not connected with the manufacturing process. on*

13.1.3. Our recommendations should apply to all cement factory (and to the quarries, etc. mentioned in para 13.1.1) throughout India whether the factories are already in production or will come into production in future.

51. Thus the agreement between the parties before us covers practically the whole lot of work-men employed in the Industry. Therefore we are happy that the major part of the problem relating to coverage has thus been solved by agreement and we award accordingly.

The Para 49 and 50 specifically mentioned about the employees of cement industries covered under the Award.

Form the above discussion it is established that these Workmen are employees of the society and not of the Cement Company though, it may be that, the Society is funded by the Company.

In the affidavit dated 19.09.2021 filed from the side of the Workmen Union, it is stated that, the Workmen work as Electricians, Supervisors, Cook, Waiter, Carpenter, Helper, Drivers, Pump Operators, Mension, Maali, Sweeper etc. There is nothing to show that, these workmen worked on the sites mention in paragraph 49 and 50 of the Award. Hence, they cannot be held to be employees of the Cement Industries and are held not covered under the Award. Moreover, it is not disputed that they are getting wages under a settlement between the Society and The Union.

On the basis of above discussion and findings, reference is answered as follows.

AWARD

Holding the action of the demand of the Union for 40% wage rise w.e.f. 01.04.2014 is unjust, illegal and arbitrary, the Workmen are entitled to no relief.

No order as to cost.

DATE:- 17/09/2025

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1927.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल एंड नेचुरल गैस कॉर्पोरेशन लिमिटेड; ओएनजीसी डिस्पेंसरी के प्रबंधन के संबद्ध नियोजकों और श्री एस. अंबरसु के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेंस नं.- 14/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-153]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1927.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 14/2017**) 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 **Oil and Natural Gas Corporation Limited; ONGC Dispensary** and **Shri S. Anbarasu** which was received along with soft copy of the award by the Central Government on 30.10.2025.**

[No. Z-16025/04/2025-IR(M)-153]

SALONI, Dy. Director

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

Date: 30-09-2025

Present: SUSHIL KUMAR-II, Presiding Officer

Industrial Dispute No. 14/2017

BETWEEN

Shri S.Anbarasu,
26/38, East Street,
Agraharam, Thalanayar-614 712.
Nagapattinam.

: 1st Party/Petitioner

AND

1. The Chairman & Managing Director
Oil and Natural Gas Corporation Ltd
Jeevan Bharti Tower-II
124, Indira Chowk, New Delhi-110 001.
2. The General Manager Head HR/ER&SM,
Oil and Natural Gas Corporation Ltd
Neravy Complex, Cauvery Asset,
Karaikal-609 604.
3. The Chief Manager (HR)- (I/C-HRD),
Oil and Natural Gas Corporation Ltd
Neravy Complex, Cauvery Asset,
Karaikal-609 604.
4. The Deputy Chief Medical Officer (I/C-Medical)
ONGC Dispensary, Vandikkara Street
Karaikal-609 602.
5. Mr. C.Bhaskara Murthy,
Pharmacist, CPF No.90851
ONGC Dispensary, Vandikkara Street
Karaikal-609 602.

II Party/ Respondents

Appearance:

For the 1 st Party/Petitioner	: M/s. Wilson Associates, Advocates
For the II Party/Respondent No.1 to 4	: M/s. P.N. Radhakrishnan, Advocates
For the II Party/Respondent No.5	: M/s. R.Vasudevan, Advocates

This petition u/s.2A of the Industrial Disputes Act, 1947 is directly filed by the Petitioner Mr.Anbarasu seeking the following relief from the Respondent/Management of ONGC Dispensary, Karaikal:-

- a) To set aside oral order of retrenchment dated 08.07.2016 with a direction to reinstate the Petitioner w.e.f. 09.07.2016 with all back wages, consequential benefits and to regularize in the post of Pharmacist;
- b) To declare the appointment of 5th respondent as illegal and liable to be set aside; &
- c) Any other order as may deem fit by this Tribunal.

2. As per the case of the Petitioner, he belongs to Scheduled Caste community and passed D.Pharm in the year 2003 securing 60% of aggregate marks and completed B.Pharm in the year 2008 securing 64% of marks from Madras Medical College and Post Graduate in Social Work having passed in the year 2011 securing 63% of marks. The Respondent appointed the Petitioner as Pharmacist on contract basis for two years with effect from the date of joining. It is stated that the Petitioner was engaged vide order dated 26.06.2012 and he would be paid consolidated sum of Rs.11,500/- per month as Honorarium and annual increment of Rs.300/- on completion of one year of service. The contract period was of two years from 01.07.2012 to 30.06.2014. The Petitioner was medically examined by the Medical Officer of ONGC Dispensary, Karaikal and certified that Petitioner was medically fit vide his report dated 03.07.2012. It is submitted that the Deputy Manager (HR) of the Respondents Organization issued a certificate dated 03.01.2014 in Ref. No.CA/KKL/MED/CERT/13 stating that the Petitioner was working in ONGC Main Dispensary as a Pharmacist on contractual basis for 2 years from July 2012 to June 2014 and that his job involves dispensing of medicines, storage of medicine, pharmacy record maintenance, counseling of patients etc. It is also stated in the said certificate that he is efficient and sincere in discharging his duty as a Pharmacist as well as all the social work activities that are stated in the said certificate.

3. The remuneration was revised from Rs.11,500/- to Rs.23,000/- w.e.f 26.06.2012 intact. The Petitioner has extended his services during camp at Neravy Complex, Karaikal and Bhuvanagiri-II site as directed by the Respondent authorities. In response to the Notification issued by the Respondent, the Petitioner appeared for walk-in-interview on 29.05.2014 and he was again selected as Pharmacist on contract basis by the Respondent organization and his pay was fixed at Rs.23,000/- per month along with annual increment of Rs.330/-. The contract period was from the date of joining till 30.06.2016. After issuing offer of engagement dated 26.06.2014, the Petitioner was medically examined and in the report it was certified that Petitioner was temporarily medically unfit on account of Dyslipidemia and Hyperglycemia. Thus, the Petitioner was declared temporarily medically unfit by the Appollo Laboratory vide letter dated 26.06.2014, the Petitioner subjected himself to Aruna Clinical Laboratory, Karaikal and this laboratory issued a certificate dated 04.07.2014, which reveals that Petitioner did not have any complaint as on date. Another laboratory test conducted on 05.07.2014 by Karai Labs also revealed that there was no complaint or any infirmity with regard to the fitness of the Petitioner as on that date. The laboratory test report dated 02.08.2014 issued by JIPMER Hospital, Puducherry also reveals that the Petitioner had no complaint as on that date. All the laboratories mentioned above were empanelled laboratories of the Respondent. The Manager In-charge HRD by letter dated 29.09.2014 had directed the Petitioner to appear before the 4th Respondent for review of medical fitness, in case of improvement in his glucose level. On the representation of the Petitioner, the Additional Medical Superintendent of the Respondent organization requested the Head of Department of JIPMER Hospital to make necessary arrangement to issue final fitness certificate. After having examined vide report dated 30.10.2014 it was certified that Petitioner was medically fit for employment and it was also certified that it could not discover any weakness or infirmity.

4. The Petitioner submitted the medical report dated 30.10.2014 to the Chief Medical Officer of the respondent organization with a request to allow him to join for duty w.e.f. 03.11.2014. But, the Respondent failed to assign any work to the Petitioner. The Petitioner submitted a representation dated 12.11.2014, but in response, the Respondent Manager in-charge HRD informed that Petitioner's case was referred to the Chief Medical Services, ONGC, Dehradun and reply was awaited from them. Thus, the Petitioner was for the second time appointed on contract basis w.e.f 01.12.2014 to 30.06.2016 as Pharmacist with the Respondent organization after police verification. The Petitioner was orally directed by the 4th Respondent on 08.07.2016 to stop attending the duty with effect from 09.07.2016. The Petitioner was working with the Respondent upto 08.07.2016. An oral order of retrenchment dated 08.07.2016 issued by 4th Respondent is illegal and invalid.

5. Further, the Petitioner has served for two contract periods, which contain 24 months, therefore, he has been in continuous service for a period of 48 months. The break of 5 months during the beginning of the 2nd tenure w.e.f. 01.07.2014 to 30.11.2014 was not on account of Petitioner's fault, but on account of inaccurate medical certificate dated 26.06.2014 issued by the ONGC empanelled Appollo Lab at Karaikal.

6. During the first tenure, one Ms.Suriya and the Petitioner were working as Pharmacists. During the 2nd tenure, the said Ms.Suriya was not selected and in her place, the 5th Respondent was appointed on contract basis by way of offer of engagement dated 26.06.2014. After expiry of initial period of two years till 30.06.2016, the 5th Respondent was once again selected and appointed him as Pharmacist by way of offer of engagement dated 08.07.2016 without conducting any interview. On 30.10.2016, the Petitioner has completed four years of service,

while the 5th Respondent has completed tenure of two years only and he was selected illegally without following any established procedure. Thus, only with an intention of illegally favouring the 5th Respondent, the Petitioner was not appointed for the period from 01.07.2016 to 30.06.2018.

7. The Petitioner further stated that he has been working for four years w.e.f 05.07.2012 to 08.07.2016 till date, he was orally directed by the 4th Respondent not to report for duty w.e.f. 09.07.2016. The Manager (HR) in-charge of HRD vide letter dated 21.07.2016 seeking to sanction one more post of Pharmacist for the current tenure from 01.07.2016 to 30.06.2018 and this it is clear that there are clear vacancies in the Respondent organization.

8. It is stated that as the Petitioner had worked continuously for four years which is more than 240 days and he is the senior most person among the Pharmacists who worked during that period. Therefore, the contention of the Respondent that 'last in – first out' is inapplicable against the Petitioner, rather it is applicable against the 5th Respondent.

9. The Petitioner mentioned some legal points relating to work and also mentioned evidence in its claim petition, since claim petition is statement of facts only and not evidence and thus, there is no need to mention law, evidences and judgements at this stage.

10. The Respondents No.1 to 4 in the Counter Statement submitted that the claim of the Petitioner in the above I.D is frivolous and vexatious, besides being false on facts, and as such the same has to be dismissed in limine. It is further submitted that there is no vacant post available for the Respondent to engage the services of the Petitioner or any other person in his place. It is submitted that the Petitioner and the 5th Respondent were engaged on contract basis as Pharmacists against two posts sanctioned for the same, for a tenure of 2 years that ended on 30.06.2016, after which the number of sanctioned posts was reduced to one in which the 5th Respondent has been again engaged on contract basis for another tenure of 2 years by adopting the legally well settled 'Last In First Out' rule. Further, the Petitioner cannot claim any regularization, having been engaged on contract basis for a fixed job for a fixed tenure, and having accepted the same as such. It is therefore submitted that the above I.D. has to be dismissed in *limine*. In fact, the advertisement itself was for the engagement of a Pharmacist on contract basis, and the petitioner was engaged as a Pharmacist on contract basis for a period of two years from 01.07.2012 to 30.06.2014, or with effect from the date of joining till 30.06.2014. The Petitioner commenced his contractual work as a Pharmacist under the contract only on 05.07.2012 and which is not conferring any right to claim that the work was in the nature of employment and not contractual. It is submitted that the advertisement in the year 2014 was again for the engagement of a Pharmacist on contract basis for a fresh period of two years, and the Petitioner again applied for the same. The Petitioner's credentials were considered and he was again offered the contract to be engaged as a Pharmacist, however subject to the satisfaction of all the necessary criteria including medical fitness as already stated supra. The offer of the Petitioner's engagement as Pharmacist was made to him subject to his producing a "Medical Fitness Certificate from a Civil Surgeon or an equivalent Government Hospital Authority, failing which it was stipulated that ONGC would presume that he is not interested in working in ONGC on contract basis and that the offer would be treated as withdrawn and cancelled. The Petitioner was referred to Appollo Clinical Lab, Karaikal, an empaneled Laboratory for medical tests, and based on the reports during medical examination, Petitioner was diagnosed as temporarily unfit due to Dyslipidaemia and Hyperglycaemia. It is submitted that subsequently, a positive Medical Report dated 30.10.2014 issued by JIPMER, Pondicherry, to the Petitioner, he was engaged as a Pharmacist on contract basis with effect from 01.12.2014 upto 30.06.2016. It is denied that the Petitioner has completed 4 years of continuous service with the Respondents' Organization with effect from 05.07.2012. It is submitted that as per the Policy Guidelines of the Respondents' Corporation, the Petitioner was engaged on contract basis for a period of two years with effect from 01.07.2012 till 30.06.2014. However the Petitioner commenced his contractual work only on 05.07.2012. It is submitted that engagements are sanctioned for a period of two years at a time by the Corporate office -Human Resources Group (HRG) of these Respondents situated at Dehradun. As these engagements are on contract basis the validity of the sanction exists for a two years' period at a time, i.e., from the 1st of July of a year till the 30th of June of the year after the next, or such shorter periods depending on the date of commencement, as the case may be. The number of posts sanctioned for each period will vary (increase or decrease) depending upon the requirement at the concerned work centres. As regards Pharmacists are concerned, relevant periods are 1st July, 2012 till 30th June, 2014, 1st July, 2014 till 30th June, 2016 and so on. However, the period of contract in Petitioner's case was 5th July, 2012 till 30th June, 2014 and 1st December, 2014 till 30th June, 2016 only. Hence, the claim of the Petitioner to have been in service continuously for a period of 4 years is without any substance. It is submitted that the contract of the Petitioner was never renewed beyond or after 30.06.2016 when his contractual period came to an end. As per the order of these Respondents dated 26.06.2014, the contractual period of the Petitioner commenced from the date of his joining on 1st December 2014 and came to an end on 30th June 2016. It is submitted that the Petitioner is duty bound to refund the payments made to him inadvertently for the months of July, August and September 2016, as he was not engaged in any work with these Respondents organization during the said months, and he cannot as such appropriate the said amounts as remuneration or salary for the said months. It is submitted that steps are being taken through legal process for recovering the amount of Rs.69,900/- that has been wrongly paid to the Petitioner during the said period.

11. It is true that during the process of engagement held in June 2014, the 5th Respondent was engaged as Pharmacist. There were two posts sanctioned at that time. The 5th Respondent completed his medical fitness formalities and joined on 01.07.2014 itself, whereas the Petitioner joined only on 01.12.2014 after completing his medical fitness formalities. It is submitted that in the year 2016, the Respondents' HRG office at Dehradun, has sanctioned only one post of Pharmacist, and the number of engagements has been reduced for the current period 2016 to 2018 considering the current requirement. Consequent on the reduction, the HRG office issued instructions and clarified the methodology to be adopted in engaging only one Pharmacist on contract basis. The basis adopted was "Last In First Out" which is the settled principle adopted in all service matters, even though the same will not apply to cases of contractual engagements. Considering this principle, the 5th Respondent has been engaged on contract basis to the only sanctioned post of Pharmacist for the current period, since he joined as Pharmacist on 01.07.2014 and has worked till 30.06.2016 during the earlier period, whereas the Petitioner joined as Pharmacist only on 01.12.2014. It is categorically denied that the selection and engagement of the 5th Respondent has been illegal or incorrect. The Petitioner has been contractually engaged by these Respondents twice, and he knew very well the terms and conditions of the contract at the time of his engagement on both occasions when he accepted the offers. Each contract is separate, and any work done by the Petitioner under separate contracts cannot be equated as continuous engagement.

12. The Respondents submit that the Petitioner was engaged on contract basis from 01.12.2014 in accordance with law and the policy guidelines of these Respondents Organisation, and the contract came to an end on 30.06.2016. Hence, there is no scope of extension of the contract or work of the Petitioner beyond that date. The claim of the Petitioner seeking purported re-instatement and regularization in service, payment of alleged back wages and consequential benefits, and payment of salary and perks on par with regular employees, does not arise for consideration since the engagement of the Petitioner was governed purely by the terms of the contractual agreement. Further, the letters of offer and engagement agreements clearly stipulated that the Petitioner has no right to claim for regularization in ONGC later on, and that he shall not be considered for any regular vacancy as Pharmacist (Allopathy), if any to be filled in by ONGC, unless applies for the same in the normal course and is found suitable by the Selection Committee.

13. Respondent No.5 has filed separate counter affidavit, wherein it is stated that the Respondent No.5 has adopted the reply statement filed by the Respondents No.1 to 4.

14. The Petitioner has filed a rejoinder, wherein he stated that the Respondent No.5 has worked from 01.07.2014 to 30.06.2016 with the ONGC establishment, whereas, Petitioner had worked for two consecutive tenures of two years with a break of five months i.e., on account of false diagnosing report which led to temporarily unfit for joining duty:-

i) first tenure : 05.07.2012 to 30.06.2014

ii) Second tenure : 01.12.2014 to 30.06.2014

The Petitioner has stated that he worked for a period of 43 months, which is more than 240 days, whereas Respondent No.5 had served only for 24 months. The delay of 5 months in joining duty by the Petitioner during the second tenure was not on account of failure on the part of Petitioner, but purely on the part of the Respondent.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri S.Anbarasu

For the 2nd Party/Management : MW1 Mrs. Usha Prabhakar, DGM(HR)

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	20.03.2000	Community certificate issued in the name of Petitioner
Ex.W2	16.02.2009	Registration certificate issued to the Petitioner by Tamil Nadu Pharmacy Council, Chennai
Ex.W3	10.11.2009	Degree certificate issued in favour of the Petitioner
Ex.W4	17.06.2012	Copy of advertisement published in Hindu newspaper by 3 rd Respondent inviting candidates for walk in interview.
Ex.W5	26.06.2012	Offer of engagement issued by Respondent to Petitioner
Ex.W6	03.07.2012	Medical fitness certificate issued by Addl. Chief Medical Officer to the Petitioner

Ex.W7	11.07.2012	Office order issued by Sr.H.R to the Petitioner
Ex.W8	06.08.2012	Inter office order directing the Petitioner to provide service on 08.08.2012
Ex.W9	13.09.2012	Statement of account issued by SBI for salary till 30.06.2016 along with pay slip
Ex.W10	10.12.2012	Office Order of 3 rd Respondent revising remuneration of Petitioner
Ex.W11	15.12.2012	Inter office order directing the Petitioner to provide service in the camp on 18/19.12.2012
Ex.W12	01.02.2013	Inter office order directing the Petitioner to attend medical camp on 02.02.2013
Ex.W13	08.02.2013	Emergency Doctor directing the Petitioner to attend emergency duty
Ex.W14	22.03.2013	Inter office order directing the Petitioner to provide service in the camp on 24.03.2013.
Ex.W15	06.06.2013	Inter office order directing the Petitioner to provide service to the Petitioner
Ex.W16	24.06.2013	office order directing the Petitioner to provide service in the camp on 25.06.2013
Ex.W17	28.06.2013	office order directing the Petitioner to provide service in the camp on 29.06.2013
Ex.W18	03.01.2014	Certificate issued by Deputy Manager HR to the Petitioner
Ex.W19	23.01.2014	Inter office order directing the Petitioner to provide services to the Petitioner on 26.01.2014
Ex.W20	25.01.2014	Inter office order directing the Petitioner to provide services to the Petitioner on 26.01.2014
Ex.W21	29.05.2014	Newspaper advertisement inviting candidates for walk in interview
Ex.W22	26.06.2014	Offer of engagement letter issued to Petitioner
Ex.W23	26.06.2014	Initial offer of engagement letter issued to Petitioner valid till 30.06.2016
Ex.W24	26.06.2014	Medical certificate issued by ONGC Medical Officer certifying the Petitioner as unfit
Ex.W25	04.07.2014	Medical report issued by Aruna Laboratory indicating normal condition of Petitioner's blood sugar.
Ex.W26	05.07.2014	Medical report issued by Karai Labs to the Petitioner
Ex.W27	14.07.2014	Representation given by the Petitioner to respondent requesting to undergo medical test in any other Govt. Hospital
Ex.W28	02.08.2014	Medical report issued by JIPMER Hospital to the Petitioner indicating normal condition
Ex.W29	29.09.2014	Office order directing the Petitioner to appear for review of medical fitness at ONGC Medical centre
Ex.W30	28.10.2014	Note issued to JIPMER by Dy.Manager,ONGC Karaikal to make necessary arrangement to issue final fitness certificate
Ex.W31	30.10.2014	Medical fitness certificate issued by JIPMER
Ex.W32	12.11.2014	Representation of the Petitioner to 2 nd requesting to accept resumption of duty from 03.11.2014
Ex.W33	12.11.2014	Inter office communication of Respondent to give suitable reply
Ex.W34	28.11.2014	Office order directing the Petitioner to report before 4 th Respondent
Ex.W35	07.01.2015	Statement of interest earned on RPS portion of ERC to CPF
Ex.W36	08.07.2016	Fresh Order of engagement letter issued to Petitioner by Respondent valid till 30.06.2018
Ex.W37	08.07.2016	Representation of the Petitioner to Director of National Commission for S/C, Chennai
Ex.W38	21.07.2016	Letter of the Manager HR seeking sanction of one more post of Pharmacist
Ex.W39	06.08.2016	Letter of 2 nd Respondent to Commission intimating Petitioner was removed on LIFO method
Ex.W40	18.08.2016	Letter of Commission to the Petitioner
Ex.W41	20.09.2016	Representation of the Petitioner to RLC Central, Chennai seeking reference
Ex.W42	17.11.2016	Letter of ALC directing the Petitioner to appear before him on 25.11.2016
Ex.W43	25.11.2016	Minutes of discussion before ALC
Ex.W44	09.12.2016	Letter of conciliation officer advising the Petitioner to raise industrial dispute

Documents Marked:On behalf of Respondent/Management

Ex.No.	Date	Description
Ex.M 1	26.06.2012	Offer for engagement as contract Paramedic
Ex.M 2	05.07.2012	Agreement between Petitioner and respondent
Ex.M3	26.06.2014	Offer for engagement as contract paramedic

Ex.M4	02.07.2014	Audiology case proforma issued by K.B. Clinic A.M. Audio and Speech therapy Centre. Karaikal
Ex.M5	03.07.2014	Laboratory report from Appollo Clinical Lab Karaikal
Ex.M6	03.07.2014	Medical examination report
Ex.M7	27.11.2014	Agreement between Petitioner and Respondent
Ex.M8	28.11.2014	Office order of posting the Petitioner
Ex.M9	16.02.2015	Joining report of Petitioner
Ex.M10	29.06.2016	Dispensing counter copy of prescriptions of Respondent Dispensary at Karaikal
Ex.M11	30.06.2016	Dispensing counter copy of prescriptions of Respondent Dispensary at Karaikal
Ex.M12	08.07.2016	Dispensing counter copy of prescriptions of Respondent Dispensary at Karaikal
Ex.M13	30.06.2017	List of medicines available as on 30.06.2016, 01.07.2016 and Dispensing counter copy of prescriptions of Respondent Dispensary at Karaikal
Ex.M14	31.07.2016	Staff attendance register for the month of July, 2016
Ex.M15	21.10.2016	Demand notice of Respondent for repayment of excess amount paid to Petitioner

15. The Petitioner has submitted an affidavit and documents Ex.W1 to W44 in support of his claim and the Respondent has also filed affidavit and documents Ex.M1 to M15 in support of their claim.

16. Head learned counsel appearing on either side and perused the records. As per the case of the Petitioner he served for two tenures i) 05.07.2012 to 30.06.2014 and ii) 01.12.2014 to 30.06.2016. While the 5th Respondent, who was offered the services for another two years from 2016 to 2018, served only for one tenure from 01.07.2014 to 30.06.2016. On this very ground, the Petitioner claims that he was senior to the 5th respondent.

17. The learned counsel for the Petitioner submits that the Petitioner has been in continuous service for 14 months and the break up of five months during second tenure was only on account of inaccurate medical certificate issued by ONGC empanelled Appollo Lab at Karaikal. The break in service has not been caused on account of default of the Petitioner.

18. Per contra, learned counsel for the Respondent submits that the Petitioner was appointed on contract basis for two years and the first contract expired on 30.06.2014. This period under the law is not accountable for the length of service. The Respondent submits that since the Petitioner was appointed on contract basis and contract period was two years which ended on 30.06.2014, this period cannot be considered for the purpose to get permanent status in the Respondent establishment.

Points for consideration:-

- i) The first point for consideration is whether the Petitioner remained in four years service in the Respondent without gap of five months.
- ii) The second point for determination arises what is the nature of Petitioner's service?

19. Admittedly, the Petitioner was appointed for second tenure on contract basis which was to start from 01.07.2014 to 30.06.2016, subject to production of medical fitness certificate. Admittedly, the ONGC empanelled Appollo Laboratory in its certificate stated that Petitioner was suffered from Dyslipidemia and Hyperglycemia. This report is available as Ex.W24 dated 26.06.2014 at page 61 of the paper book. The Petitioner has submitted an application dated 14.07.2014 marked as Ex.W21 to undergo medical test in any Government Hospital/JIPMER or any other Govt. Medical College hospital. The Petitioner was examined by JIPMER Hospital, Puducherry and a report was issued on 02.08.2014, which is marked as Ex.W28. In the said report, blood glucose, fasting and random were found within the limit.

20. The document marked as Ex.W29 reveals that Manager-I/C HRD wrote a letter to the Petitioner that Mr.Anbarasu is temporarily unfit for three months from July, 2014 and further directed the Petitioner to appear before DCMO-I/C Medical, ONGC Dispensary, Karaikal for review of medical fitness in case of improvement in his glucose level.

21. Ex.W30 is O/o. the Medical Superintendent issued a note dated 28.10.2014 to conduct medical examination. Ex.W31 is copy of medical certificate issued by JIPER Hospital, Puducherry. As per the certificate, it cannot discover weakness or bodily infirmity and the Petitioner was considered qualified for employment. As per Ex.W32, the Petitioner wrote a letter to Respondent authorities to accept his joining. As per Ex.W33, is copy of communication of GM-Head HR directed the Manager-I/C HRD, Cauvery Asset Karaikal to answer the Petitioner within 24 hours. Ex.W34 is copy of office order dated 28.11.2024 issued by Dy.Manager-HR and in compliance of this order, the Petitioner joined the service on 01.12.2014.

22. On perusal of medical documents and communication between the Petitioner and Respondents No.1 to 4 do not appear any fault for providing appointment to the Petitioner. Since the medical fitness certificate was mandatory

for joining the establishment and none established that first medical certificate issued to the Petitioner was prepared negligently or maliciously. This Tribunal is unable to allege/point out that Appollo laboratory has prepared a false report against the Petitioner. Because, the Respondent itself asked the Petitioner to undergo medical re-examination to get fresh report on the status of Glucose level in the body of Petitioner. The standard of glucose in the body is not permanent in nature. Sometimes, it may come down or go high based on the diet, exercise, yoga and medicine. Thus, the contention of the Petitioner that five months gap was caused due to the failure/fault on the part of the Respondent is not established.

23. Admittedly, the Petitioner joined the service on 01.12.2014. The first contract is not to be considered for length of service. The first contract expired on 30.06.2014 without any consequence and with regard to the Petitioner a fresh period / tenure from 01.12.2014, when he joined the service on the basis of contract for two years and Respondent No.5 joined the service on 01.07.2014. Submission of medical fitness certificate was a condition precedent for joining the service. The first medical report may not be considered as false because, Glucose level may come down and go high based on the factors of diet, exercise, yoga and medicine.

24. In the claim statement, the Petitioner himself has stated that he was appointed by the Respondents 1 to 4 on contract basis. Ex.M1 describes nature of engagement of the Petitioner with the Respondent establishment. As per contractual agreement, the period of contract will be 01.07.2012 to 30.06.2014 or from the date of joining to 30.06.2014. This period was ended without any hindrance/dispute and without any claim by the Petitioner.

25. The second offer of engagement as per Ex.M3 was issued on 26.06.2014. As per this document, period of contract will be from the date of joining till 30.06.2016. Due to the negative medical fitness report at the first stage, the Petitioner was unable to join within the given time. He went for further medical examination and after receiving medical fitness certificate, he was permitted to join the service and accordingly, he joined on 01.12.2014. As stated above, the Petitioner has joined the service on contract basis and after completion of contract period, the Petitioner was asked not to report for duty on completion of contractual engagement period.

26. It is an established position of labour law that contractual employee is not automatically considered as permanent, though his continuous work may be relevant for certain purpose/object. The Petitioner has executed a bond. This is not challenged that it was not valid. Further, the Petitioner never challenged that contract was unfair and unreasonable. The Petitioner provided his free consent while signing the contractual agreement to get the job for a specific period i.e., upto 30.06.2016 from the date of joining.

27. The learned counsel for the Petitioner relied on the Award dated 03.11.2022 passed by the CGIT-cum-Labour Court, New Delhi in ID No.116/2015. On perusal of this Award, it appears that Petitioners were working against permanent post since their initial appointment and nature of work discharged by them was perennial in nature and were reappointed by the Respondents. In that dispute, Petitioners were working from 1996 to 2012 and some of them had worked for 18 years continuously. But, in the present case in hand, the Petitioner in the claim statement stated that he was selected as Pharmacist on contract basis in Cauvery Asset, Karaikal. Nowhere in the claim statement, he claimed that he was posted against the permanent post/vacancy.

28. The learned counsel for the Petitioner argued that Manager-HR-I/C HRD wrote a Note dated 21.07.2016 marked as Ex.W38 to the higher authorities seeking sanction of one more post of Pharmacist for the current year tenure. The statement of the Petitioner itself clarifies the nature of vacancy and the Petitioner has never worked against the permanent post/vacancy.

29. In the case of Krishnan Gopal & Ors Vs. ONGC & another in LPA 654/2010 dated 12.10.2015, relied on by the Petitioner, the Hon'ble Delhi High Court held that Appellants could be regularized in terms of Standing Order dated 15.07.1962.

30. However, the Petitioner in the present case in hand has never worked against permanent post/vacancy, hence, this case law relied on by the counsel for the Petitioner does not provide any benefit to the Petitioner.

31. The learned counsel for the Petitioner further argued that the Respondent witness MW1 in the cross examination admitted that Petitioner worked continuously for more than 240 days. As per case law ONGC Field Party Contingent Workers Association Vs. ONGC Ltd. (LAWS (Gau) 1998-9-11, the Hon'ble Gauhati High Court held that Petitioners are entitled to get regularization.

32. On perusal of case law relied by the learned counsel for the Petitioner, in that case Petitioners 1 to 115 were worked prior to 1994 as contingent workers. Whereas in the present case in hand, the Petitioner was engaged on the basis of contract, which was duly signed by the Petitioner. Therefore, the case law relied on by the learned counsel for the Petitioner is not applicable to the facts of the present case.

33. The learned counsel for the Petitioner further relied on another case law in ONGC Ltd. Vs. Petroleum Coal Labour Union & Ors in Civil Appeal No.3727 of 2015 dated 17.04.2015. As per the facts of the case, 1050 employees have been regularly employed by the Corporation for its project Cauveri Basin, Karaikal. In that case,

employees were engaged under settlement through co-operative society in the name of Thai Security Service Priyadarshini Indira Co-operative Society.

34. In the present case in hand, while the Petitioner was engaged on the basis of contract, the condition of contract was admitted by the Petitioner before taking assignment and in the assignment, it was specifically mentioned that Petitioner could not claim for regularization in ONGC and he shall not be considered against regular vacancy, if any to be filled in by Respondent, unless he applies for the same and is found suitable by the selection committee.

35. The learned counsel for the Petitioner submits that Petitioner was senior to Respondent No.5 and as per policy of the respondent, junior most employee is bound to go out and not the Petitioner.

36. But, as discussed above, during the second tenure, on the basis of independent contract, the Petitioner joined his service of the Respondent on contract basis, after five months on 01.12.2014, whereas the Respondent No.5 joined the service on 01.07.2014. The independent and separate second tenure of contract is no way related to first tenure of contractual agreement and thus, the Petitioner cannot equate and claim as continuous engagement. The allotment of EPF number has no relevance to decide the criteria of seniority and it does not describe seniority of the employee. Thus, both the points are decided against the Petitioner. The Respondent engaged persons as per policy guidelines and according to the contractual terms of agreement and hence, it has not adopted any unfair labour practice against the Petitioner.

AWARD

As per discussion above, the Petitioner, being a contract employee, is not entitled to relief of regularization in the establishment of Respondent.

Record be consigned to the record room.

SUSHIL KUMAR-II. Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1928.—औद्योगिक विवाद अधिनियम 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गोमटेश ग्रेनाइट्स के प्रबंधन के संबद्ध नियोजकों और श्री शरणप्पा रेड्डीर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर, पंचाट (रिफरेन्स नं.- 74/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-154]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1928.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 74/2019**) 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 **Gomatesh Granites** and **Shri Sharanappa Redderu** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. Z-16025/04/2025-IR(M)-154]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE, CAMP COURT At HYDERABAD

“Shram Sadan”,
G G Palya, Tumkur Road,
Yeswanthpur, Bangalore – 560 022.

DATED : 10th OCTOBER 2025

PRESENT : Smt. K P INDIRA B.A., LLB. Presiding Officer

I D No. 74/2019

I Party

Mr. Sharanappa Redderu,
S/o Cjatrappa Redderu,
At Gudur SB, Hirekondagalli Post,
Hunagund Taluk,
BAGALKOT -587 154.

II Party

The Mines Manager,
Gomatesh Granites,
Hire Kodagalli Post,
Hunagund Taluk,
BAGALKOT – 587 154.

Appearances

I Party : **Shri Muralidhara**
Advocate

II Party : **Shri K R Anand**
Advocate

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the Gomatesh Granites who was refused with employment w.e.f. 25.07.2018.

2. After registering the case the date of hearing was fixed as 10.12.2019. The matter came to be posted for appearance of the II Party and to file Objection/Counter Statement of the II Party. During the pendency of Industrial Dispute the 2nd Party filed a Memo that the matter has been settled with the dues that the I Party is entitled for and hence this dispute may be closed based on the documents enclosed along with the memo. The Memo is counter signed by the 1st Party agreeing to the terms of the memo filed by the 2nd Party and requested the Petition to be closed.

3. Perused the records. The 2nd Party has filed a Memo dated 21.03.2025 which bears the signature of the 2nd Party counsel and the 1st Party as well specifying the exact terms of settlement which has already taken place as full and final settlement of the issue on hand. Therefore, in view of the above, the Memo is recorded and the prayer is allowed. The Petition is allowed by passing Award in the following lines.

AWARD

Petition is allowed passing an Award to the tune of Rs. 1,53,834.00 in terms of the settlement entered into between the Parties and by recording full and final payment of the said Amount by the 2nd Party to the 1st Party as per the SBI, Ilkal Branch, Cheque No. 704335 dated 05.02.2022 and voucher dated 05.02.2022 duly acknowledged by the 1st Party.

K P INDIRA, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1929.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ओएनजीसी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और पेट्रोलियम एम्प्लॉईस यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स न.- 41/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. एल-30011/39/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1929.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 41/2011**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s ONGC Limited** and **Petroleum Employees Union** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. L-30011/39/2010-IR(M)]

SALONI, Dy. Director

ANNEXURE

**BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD
PRESIDING OFFICER/LINK OFFICER
THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI**

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/41 of 2011

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No.1 **M/s. ONGC Ltd.**
The Director (HR),,
M/s. ONGC Ltd.,
124, Jeevan Bharti Tower-II, 9th Floor,
Connaught Place,
New Delhi-110001.

AND

THEIR WORKMEN.

Party No.2 (Petroleum Employees' Union)
The General Secretary,
Petroleum Employees Union,
Tel- Rasayan Bhavan, Tilak Road,
Dadar (E),
Mumbai-400014.

APPEARANCES:

Management Mr. P.A. : Deogaonkar Advocate
Workmen : Absent

AWARD

(Delivered on 09-10-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-30011/39/2010 (IR(M) dated 03.08.2011. The terms of reference given in the schedule are as follows:

"Whether the action of the management of ONGC, WOU in refusing to grant relaxation in qualification criteria as per past practice in respect of departmental candidates applying for recruitment as Graduate Trainees in ONGC, WOU is legal, just & fair? What relief the employees are entitled to?"

The case is called out today. The Learned Counsel for the respondent Mr. P.A. Deogaonkar is present before the Court, but none is present on behalf of the petitioner. From perusal of record, it is apparent that, the Union/ Party No.2 is not responding and attending the Court since 05.08.2016. Although, the Statement of Claim & the Written

Statement have been filed by the parties respectively but no other evidence has been filed by the petitioner to prove his case. In the meantime, the Learned Counsel for the respondent has moved an application dated 16.08.2017, which is for disposal of above Reference being infructuous. No say and objection have been filed by the petitioner till today. The petitioner has not come to Court to prove his case. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The action of the management of ONGC, WOU in refusing to grant relaxation in qualification criteria as per past practice in respect of departmental candidates applying for recruitment as Graduate Trainees jin ONGC, WOU is legal, just & fair. The employees are not entitled to any relief.

Date: 09-10-2025

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1930.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एल्युमीनियम कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री एम. कृष्ण राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 44/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. एल-43011/6/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1930.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 44/2014) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **National Aluminium Company Ltd.** and **Shri M. Krishna Rao** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. L-43011/6/2014-IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 44/2014

Date of Passing Order – 28th August, 2025

Between :-

The General Manager,
National Aluminium Company Ltd.,
Smelter Plant, At./Po. NALCO Nagar,
Dist. Angul (Odisha), Angul.

... 1st Party-Management.

(And)

Sri M. Krishna Rao,
Qr. No. LIG-4, OHSB Colony,
Near Toshali Plaza Sub-Division,
Satyanagar, Bhubaneswar-7

... 2nd Party-Workman.

Appearances:

Sri Bijay Dasmohapatra,
Advocate

... For the 1st Party-Management.

Sri Sushant Kr. Dash,
Advocate.

... For the 2nd Party-Workman.

AWARD

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-43011/6/2014 – IR(M), dated 13.08.2014 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action of the management of NALCO in refusing to consider the engagement of Sri M. Krishna Rao an employee of International Aluminium Products Limited (IAPL) is legal and justified? If no, what relief Sri Rao is entitled to?”

2. The case of the workman in brief is as follows:-

That, he was a Driver and was engaged under the management of M/s. IAPL (Now NALCO) with effect from 27.07.1997. He was posted at the IAPL company's guest house-cum-Regd. Office situated at Forest Park, Bhubaneswar and before that he was engaged as a Driver since 31.07.1991 in M/s. Mukund Limited, a Joint Venture Company of M/s. IAPL. The said Management of Mukund Limited subsequently merged with the Management of M/s. IAPL. He was driving the car of Chief Executive and Director of the Management of M/s. IAPL in course of his visit and stay at Bhubaneswar and he was getting monthly wage of Rs. 2100/- from M/s. IAPL Management. Later-on the guest house of M/s. IAPL was subsequently shifted to Plot No. C-256, Forest Park, Bhubaneswar from November, 1996 and subsequently though the Regd. Office was shifted to Angul in the year 1988, but the guest house continued to function at Plot No. C-256, Forest Park, Bhubaneswar. In the meantime in March, 2000 the Management of IAPL was taken over by the Management of NALCO and subsequently Department of Company Affairs had issued an order in the 2001 approving the amalgamation of IAPL with NALCO and the order was known as “IAPL & NALCO amalgamation Order, 2001”. As a result of amalgamation the shares and equity capital of dissolved IAPL have been merged with the assets and liabilities of NALCO. Thereafter, the workers of M/s. IAPL Management was taken over by the management of M/s. NALCO Limited, Angul but his services and services of another workman namely Sri Basant Nayak were not taken over by the management of M/s. NALCO Limited. The management of NALCO had taken over the services of all the 23 permanent employees as per Annexure-1 and 3 employees from the list of Annexure-2, but it had not taken over him as well the other workman namely Basant Nayak to the new Management of M/s. NALCO. The Management of NALCO being successor-in-interest of the erstwhile IAPL Company by virtue of amalgamation as per gazetteNotification dated 09.11.2001 is liable to bear the liabilities of the erstwhile companies but he was not allowed to perform his duty with effect from 14.03.2000. Consequently, he was illegally removed from service by way of refusal of employment and the management of NALCO did not consider his engagement who continuously worked since 27.07.1997 till 14.03.2000. Moreover, the management of M/s. IAPL had also not complied with the provisions of Section 25-FF of the Industrial Disputes Act, which is mandatory provisions under the I.D. Act.

That he had raised an industrial dispute before the Assistant Labour Commissioner (Central), Bhubaneswar and on failure of conciliation the same was referred to the Presiding Officer, CGIT-cum-Labour Court vide order dated 27.03.2001. But the same could not be adjudicated on merit due to lack of jurisdiction. As there was a judicial interpretation of definition of appropriate government and as per several interpretation the State Government became the appropriate government in respect to the industry of M/s. NALCO Management and accordingly reference was disposed of on 04.01.2006 as not maintainable. After that the 2nd party-workman raised an industrial dispute before the District Labour Officer, Khurda, Bhubaneswar in view of the change of definition of “appropriate government” and on failure of the conciliation proceeding the DLO Khurda submitted failure report to the Labour and ESI Department on dated 13.08.2010 for reference to the adjudication authority. But in the meantime there was an amendment in I.D. Act, 1947 and as per the amendment the definition of appropriate government is Central Government. Thereafter he again raised an industrial dispute before the Regional Labour Commissioner (Central),

Bhubaneswar and again on failure of the conciliation proceeding the dispute was referred to the Ministry of Labour & Employment, Government of India for reference. After that the reference was sent to this Tribunal for adjudication.

That, he had worked under M/s. Mukund Steel Limited in 1991 and thereafter under International Aluminium Products Limited in the year 1997 till 13.03.2000 and he had completed 240 days continuous service during the preceding years when his service was terminated without compliance of the statutory provision of Section 25-F, 25-G & 25-H of the I.D. Act. He was not gainfully employed in any establishment after his illegal termination from service. A prayer has been made that the retrenchment of his service by the Management with effect from 14.3.2000 and not complying the provisions of Section 25-F of I.D. Act are prima facie illegal, unjustified and arbitrary and gross violation of the I.D. Act and he is entitled for his reinstatement in service with full back wages and continuity of service with all consequential benefits.

3. The case of the 1st Party-Management of NALCO in brief is as follows:-

That, the Management of M/s. NALCO Limited is a company registered under the Companies Act having its Registered Office at Bhubaneswar and M/s. National Aluminium Products Limited was also a company registered under the Companies Act. A scheme for amalgamation of M/s. IAPL was floated and the Central Government in exercise of the powers vested under section 396 of the Companies Act, 1956 made the IAPL Limited merged with NALCO and the order of amalgamation was published in the official gazette. As per the said order an employee who were on roll immediately before the appointed date of amalgamation in the dissolved company became the employees in the resulting company with same terms and conditions and with same obligation and with same rights and privileges. After that the dissolved company submitted the list of employees who were on roll as on date of amalgamation to the resulting company and the resulting company absorbed all the employees of dissolving company. But there is no evidence that the 2nd party workman was engaged by the absorbed company and as such the 2nd party-workman was not employee of the absorbed company. So he was not an employee of dissolving company. The name of the 2nd party-workman was not mentioned in the list of employees of dissolving company and thus as per amalgamation he was not considered as an employee of the said dissolving company.

That, the 2nd party-workman had worked under M/s. Mukund Steel and IAPL and both are different companies having different corporate entity and the name of the 2nd party was not in the list of the employees submitted in the dissolving company so he was not absorbed by the 1st Party-Management. Moreover, the list of workmen as per Annexure-2 were under the process of consideration of employment by the IAPL, so he was not an employee of the IAPL establishment.

A prayer has been made to answer the dispute in favour of the 1st Party-Management.

4. The 2nd party-workman has filed rejoinder to the written statement of the 1st Party-Management denying the averments mentioned in the written statement of the 1st Party-Management.

5. On the pleadings of the parties following issues were framed.

ISSUES

- I) Whether the reference is maintainable?
 - II) Whether the action of the Management of NALCO in refusing to consider the engagement of Sri M. Krishna Rao an employee of International Aluminium Products Limited (IAPL) is legal and justified?
 - III) If, not what relief the 2nd party-workman is entitled to?
 - IV) Whether the 2nd party-workman was on the rolls of the dissolved company i.e. M/s. International Aluminium Products Ltd., before the appointed date of amalgamation?
6. In course of the proceedings, the 2nd party-workman has examined himself as W.W.-1 and another witness namely Basant Kumar Nayak as W.W.-2.
7. The 2nd party-Workman has proved and exhibited the following documents which are marked as exhibits:-

Ext.-1 – Photocopy of receipt granted by Mukund Ltd.

Ext.-1/a.- Photocopy of Demand Draft of Indian Overseas Bank for Rs. 500/-.

- Ext.-2 – Photocopy of the letter dated 14.04.1994 of the 2nd party addressed to DGM, Mukund Ltd.
- Ext.-3 – Photocopy of the letter of Sundaram Finance Ltd.
- Ext.-3/a is the endorsement made in favour of the 2nd party and his signature.
- Ext.-4 – Photocopy of the letter dated 27.07.1997 of IAPL.
- Ext.-4/1 is the endorsement in favour of the 2nd party-workman.
- Ext.-5 – Photocopy of the letter dated 24.10.1997 of the Management.
- Ext.-6 – Photocopy of the letter of IAPL dated 28.02.1998.
- Ext.-7 – Photocopy of the letter of IAPL, dated 10.04.1998.
- Ext.-8 – Photocopy of the Job Order dated 11.09.1999 of Venire Motors.
- Ext.-9 – Photocopy of the letter of IAPL dated 18.06.1999.
- Ext.-10- Photocopy of the conciliation notice dated 05.11.2005 of Dist. Labour Officer.
- Ext.-11- Photocopy of the award passed in I.D. Case No. 385/2001.
- Ext.-12- Photocopy of the letter of DLO, Khurda, dated 13.08.2010 to G.M., NALCO, Angul.
- Ext.-13- Photocopy of the compliant petition of the 2nd party to R.L.C.(Central), Angul.
- Ext.-14- Photocopy of the RTI application of the 2nd party.
- Ext.-14/a- Photocopy of the reply of the Ministry of Labour, under RTI Act.
- Ext.-14/b- Photocopy of the replies of the Ministry of Labour under RTI Act.
- Ext.-15- Photocopy of gazette notification of the Award passed by the Labour Court, Bhubaneswar in I.D. Case No. 29/2007.
- Ext.-16- Photocopy of the judgement passed in W.P.(C) No. 10057/2011 of the Hon'ble High Court of Orissa.
- Ext.-17- Photocopy of the order of the Hon'ble Supreme Court of India dated 27.03.2018 passed in Civil Appeal No. 3172/2018.
8. The 1st Party-Management has examined only one witness as M.W.-1. He is Sri Manoranjan Behera.
9. The 1st Party-Management has proved and exhibited the following documents.
- Ext.-A – Photocopy of the order of amalgamation of IAPL with NALCO published in the official gazette.
- Ext.-B – Photocopy of the order passed in Civil Appeal No. 3172/2018 by the Hon'ble Supreme Court of India.

FINDINGS

10. For the sake of convenience the Issue No. I, II & IV are taken up together.

ISSUES NO. I, II & IV

11. It is the case of the concerned workman that he was engaged as Driver with effect from 27.07.1997 under the Management of M/s. IAPL and was posted in the company guest house at Forest Park, Bhubaneswar. It is also the case of the concerned workman that in March, 2000 the Management of M/s. IAPL was taken over by the management of NALCO Limited, but after amalgamation of his company he had not been taken into the engagement by the Management of NALCO. It is the case of the concerned workman that one Basant Kumar Nayak who was also a workman of M/s. IAPL was not taken for engagement by the management of NALCO, but the Hon'ble Supreme Court vide Civil Appeal No. 3172/2018 has been pleased to award a compensation of Rs. 15,00,000/- to him. It is the further case of the workman that the Management of NALCO had refused his engagement and had not granted any compensation, so his retrenchment from service with effect from 14.03.2000 and not complying the provisions of the Section 25-F of the I.D. Act is illegal, unjustified and arbitrary. On the other hand it is the case of the Management that M/s. IAPL was amalgamated with the management of NALCO in the year 2001 and as per the said order the employees who were on the rolls immediately before the appointed date of amalgamation on the dissolved company became the employees in the

resulting company on the same terms and conditions and with the same obligation and on submission of the list of the employees but there was no evidence that the concerned workman was engaged by the Promoter company and in the said list it was not mentioned that he was an employee of the dissolving company.

12. Now in the light of the pleadings of both the parties the Tribunal thinks it proper to analyse the oral and documentary evidence of both the parties.
13. The most competent witness in this case is W.W.-1 M.R. Rao who is the concerned workman of this case. He has deposed before the Tribunal that he was engaged to work as a Driver with effect from 27.07.1997 under M/s. IAPL and was posted at the Company Guest House at Forest Park, Bhubaneswar and before that he was working as a Driver in M/s. Mukund Limited a Joint Venture Company of M/s. IAPL since 31.07.1991. He has further deposed that in the year 1999 the management of NALCO proposed to take over the management of M/s. IAPL and other investors including Mukund Steel and in the year 2001 amalgamation of M/s. IAPL and NALCO was approved as per the amalgamation order of 2001. He has further deposed that the management of M/s. IAPL had furnished the detailed reports of human resource on dated 18.06.1991 as per Annexure-1 mentioning the list of 23 permanent employees and in Annexure-2 a list of five employees. He has also deposed that the management of NALCO took over the service of all the permanent employees as per list of Annexure-1 and three number of employees of Annexure-2 but his service at Sl. No. 5 (the concerned workman) and the services of the Sri Basant Kumar Nayak at Sl. No. 4 were not taken. He has also deposed that Sri Basant Kumar Nayak had challenged the illegal retrenchment of service before the Industrial Tribunal, Bhubaneswar and an award was passed in his favour for his restatement of his service under the Management of NALCO and the said award was confirmed by the Hon'ble High Court of Orissa vide W.P.(C) N. 10057/2011. He has further deposed that the management of NALCO after successor in interest of IAPL Company is liable to bear the liabilities of erstwhile company but since 14.03.2000 he was not allowed to perform his duties and was illegally terminated from his services by way of refusal of employment. He has also deposed that the management of IAPL had also not complied with the provisions of Section 25-FF of the Industrial Disputes Act and he is entitled for reinstatement under the Management of NALCO. He has proved receipt granted by Mukund Ltd. (Ext.-1), Demand Draft of Indian Overseas Bank for Rs. 500/- (Ext.-1/a), letter dated 14.04.1994 of the 2nd party addressed to DGM, Mukund Ltd. (Ext.-2), letter of Sudaram Finance Ltd. (Ext.-3), the endorsement made in favour of the 2nd party and his signature (Ext.-3/a), letter dated 27.07.1997 of IAPL (Ext.-4), the endorsement in favour of the 2nd party-workman (Ext.-4/1), the letter dated 24.10.1997 of the Management (Ext.-5), the letter of IAPL dated 28.02.1998 (Ext.-6), letter of IAPL, dated 10.04.1998 (Ext.-7), the Job Order dated 11.09.1999 of Venire Motors (Ext.-8), the letter of IAPL dated 18.06.1999 (Ext.-9), the conciliation notice dated 05.11.2005 of Dist. Labour Officer (Ext.-10), the award passed in I.D. Case No. 385/2001 (Ext.-11), the letter of DLO, Khurda, dated 13.08.2010 to G.M., NALCO, Angul (Ext.-12), the compliant petition of the 2nd party to R.L.C.(Central), Angul (Ext.-13), the RTI application of the 2nd party (Ext.-14), the copy of reply of the Ministry of Labour, under RTI Act (Ext.-14/a), another replies of the Ministry of Labour under RTI Act (Ext.-14/b), copy of the gazette notification of the Award passed by the Labour Court, Bhubaneswar in I.D. Case No. 29/2007 (Ext.-15), copy of the judgement passed in W.P.(C) No. 10057/2011 of the Hon'ble High Court of Orissa (Ext.-16).

In the cross examination he has deposed that he was earning his livelihood as daily wagers. He has also deposed that M/s. IAPL had issued to him an appointment letter and the same had been filed in this case. He has also deposed that his signature was taken on a register at the time of payment of salary so he has no documents to show that he was paid salary by M/s. IAPL. He has also deposed that he had filed documents in support of existence of guest house camp of Regd. Office at Bhubaneswar and to transfer of his service from Mukund Steel Limited to M/s. IAPL. He has denied the suggestion that he had no document to show that he was engaged at M/s. IAPL Guest House at Forest Park, Bhubaneswar and he was not an employee of M/s. IAPL when the management of NALCO took over M/s. IAPL.

14. The Workman Witness No. 2 Sri Basant Kumar Nayak has deposed that he was the co-workman of the concerned workman and he was engaged as Care Taker-cum-Office Assistant at M/s. IAPL Guest House at Bhubaneswar since 04.09.1997 to 13.03.2000 and the concerned workman was engaged to work a Driver under the management of M/s. IAPL. He has further deposed that in the status report dated 18.06.1991 submitted by the management of M/s. IAPL there was a list of five employees in which the name of the concerned workman and his name were placed at Sl. No. 5 and Sl. No. 4 respectively, but the concerned workman and he was not allowed to perform their duties with effect from 14.03.2000 which amounted to illegal termination from services by refusal of employment. He has also deposed that the management of NALCO being the successor in interest of erstwhile IAPL company by virtue of amalgamation as per gazette notification dated 09.11.2001 is liable to bear the liabilities. He has also deposed that he had challenged the illegal retrenchment of his services vide I.D. Case No. 29/2007 in which an award was passed in his favour and the said award was also challenged by the Management of NALCO before the Hon'ble High Court of Orissa vide W.P.(C) No. 10057/2011 but the same was confirmed by the Hon'ble High Court of Orissa by dismissing the writ vide order

dated 09.01.2017. He has further deposed that the Management of NALCO preferred S.L.P. vide Civil Appeal No. 3172/2018 before the Hon'ble Supreme Court of India and the Hon'ble Apex Court vide order dated 22.03.2018 has been pleased to grant lump sum amount of Rs. 15,00,000/- only be paid to him in lieu of reinstatement. He has proved the copy of the judgement of the Hon'ble Supreme Court of India passed in Civil Appeal No. 3172/2018.

In the cross examination he has deposed that the Management of M/s IAPL had not given any appointment letter to him as well as to the concerned workman but the workman Shri M.K. Rao had a driving license. He has further deposed that as per order of the Hon'ble Supreme Court he had received a lump sum of Rs. 15,00,000/- from the management of NALCO.

15. The Management Witness Sri Manoranjan Behera has deposed before the Tribunal that he is working as AGM (HRD), Department of Smelter Plant, NALCO, Angul. He has further stated that the management of NALCO is a company registered under the Companies Act, having its Regd. Office at Bhubaneswar and a Scheme for amalgamation of M/s. IAPL with the Management of NALCO had been floated and in exercise of the powers under Section 3 of 1996 of the Companies Act. He has also deposed that as per order of the year 2001 published in the official gazette M/s. IAPL was amalgamated with the management of NALCO and as per the said order the employees of the dissolved company employed immediately before the appointed date in the dissolved company became the employees of the resulting company with same terms and conditions and with same obligation. He has also stated that after amalgamation, the dissolving company had submitted a list of employees to the 1st Party-Management and on the basis of list, the 1st Party-Management absorbed all the employees of the dissolved company but the name of the 2nd party-workman was not mentioned in the list of employees submitted by the dissolved company. He has also deposed that the dissolving company had submitted a list of persons whose appointments were under process and the said list reflected the name of the 2nd party-workman, but he was never appointed by the dissolving company. He has further stated that the name of the 2nd party-workman was not mentioned in the list of dissolved company so he was not considered as an employee of the dissolving company and as such his appointment under the 1st Party-Management did not arise. He has further stated that the 2nd party-workman had never worked as a Driver in M/s. IAPL at the time of taking over by the management of NALCO, the 1st Party-Management, so his claim that he was illegally terminated from service with effect from 14.03.2000 whereas the amalgamation came into force with effect from 09.11.2001 and at the time of amalgamation he was not in service. He has further deposed that the 2nd party-workman was not employed by the dissolved company and his name was not reflected in the E.P.F. and ESI register. He has also deposed that there is no any scope for offering employment to the 2nd party as he had never been appointed by the dissolving company and the 2nd party-workman had not been retrenched from the services with effect from 24.03.2000 so there is no violation of provisions of the Industrial Disputes Act. He has proved the photocopy of the order of amalgamation of M/s. IAPL with the management of NALCO which is marked as Ext.-A and the photocopy of the order passed by the Hon'ble Supreme Court of India passed in Civil Appeal No. 3172/2018 which is marked as Ext.-B.

In the cross examination he has deposed that one of the workers namely Sri Basant Kumar Nayak was a co-worker of the disputant workman in the present case and he had been granted compensation by the Hon'ble Supreme Court of India with certain conditions. He has also deposed that he is not aware about the terms and conditions of service of the employee of M/s. IAPL at the time of its merger with the management of NALCO. He has further stated that in Ext.-9 the name of the workman Sri M. Krishna Rao is mentioned and nothing has been mentioned about the consideration of engagement of the 2nd party-workman under M/s. IAPL. He has further deposed that out of five persons three persons had been absorbed in the management of NALCO whose names are Shri K.K. Pattnaik, Sri P.K. Chotaray and Sri S.K. Mishra as their names were registered under the E.P.F. Scheme prior to June, 1999. He has also deposed that he cannot file any documents showing gainful employment of the workman after his termination. He has denied the suggestion that after amalgamation the 2nd party-workman is not entitled for absorption under the management of NALCO.

16. Now coming to the documentary evidence it appears that Ext.-1 is the copy of the receipt granted by Mukund Limited and Ext.-1/a is the xerox copy of the demand draft of Indian Overseas Bank dated 31.07.1991 directing payment of salary to Sri M.K. Rao the 2nd party-workman in the month of July, 1999 by Mukund Steel Limited. Further Ext.-2 is a copy of the letter addressed to the Director, M/s. Mukund Steel for enhancing salary of the 2nd party-workman. Ext.-3 and Ext.-3/a are the copy of the letter of Sundaram Finance Ltd. to IAPL regarding Insurance Policy in respect of Maruti Esteem Car addressed to M/s. IAPL by the Marketing Officer, Sundaram Finance Limited. Further, Ext.-4 & 4/1 are the copy of letter regarding servicing of Esteem Maruti Car on which there is signature of its Driver Sri M. Krishna Rao, 2nd party-workman. Ext.-5 is grant of Rs. 1000/- as advance to Sri M. Krishna Rao. Ext.-6 & 7 are letters addressed to M. Krishna Rao by the officers of M/s. IAPL. Ext.-8 is the job order of repair of Maruti Esteem Car on which there is signature of the 2nd party-workman. Ext.-9 is the status report of the Human Resource in M/s. IAPL, Ext.-10 is the notice of conciliation, Ext.-11 is the copy of the Award passed by the CGIT, Bhubaneswar in I.D. Case No. 385/2001. Ext.-12 is the

copy of the failure report, Ext.-13 is the representation of the workman before the Labour Commissioner, Ext.-14 is the application under section 6-A of the RTI Act, Ext.-14/A & Ext.-14-B are the reply of the said RTI Application, Ext.-15 is the gazette notification of award of Labour Court, Bhubanswar Ext.-16 is the order of the Hon'ble High Court of Orissa passed in W.P.(C) No. 10057/2011, Ext.-17 is the copy of the order of the Hon'ble Supreme Court passed in Civil Appeal No. 3172/2018.

17. Now coming to the documentary evidence of the Management it appears that Ext.-A is the notification of the Ministry of Law, Justice and Company Affairs and Ext.-B is the order of the Hon'ble Supreme Court of India passed in Civil Appeal No. 3172/2018.
18. Now in this case it is an admitted fact that M/s. IAPL was amalgamated with the management of NALCO vide order of the year 2021 published in the official gazette on 07.11.2001.
19. Now, the question arises whether at the time of amalgamation of M/s. IAPL with the management of NALCO the concerned workman was an employee of M/s. IAPL or not?
20. At this stage it is relevant to mention here that there is a consistent evidence of W.W.-1 that before amalgamation he was engaged by M/s. IAPL as a Driver of Maruti Esteem vehicle and was residing in the guest house at Forest Park. This part of evidence has not been impeached in his cross examination. Further Ext.-1, Ext.-1/a, Ext.-2, Ext.-3, 3/A, Ext.-4 Ext.-4/1, Ext.-5, Ext.-6 and Ext.-7, Ext.-8 clearly show that the 2nd party-workman was engaged by M/s. IAPL. Moreover in Ext.-9 the name of the 2nd party-workman is mentioned in Sl. No. 5 of Annexure-II. Further it is an admitted fact that the three employees named in Annexure-II namely Sri K.K. Patnaik, T.K. Chottray and Sri. S.K. Mishra were absorbed by the Management of NALCO. Further another co-worker whose name is Sri Basant Kumar Nayak at Sl. No 4 of the list was not absorbed by the management of NALCO so he raised a dispute before the Labour Court, Bhubaneswar and an award was passed in his favour for his reinstatement (Ext.-15) which was upheld by the Hon'ble High Court of Orissa in W.P.(C) No. 10057/2011 (Ext.-16). Moreover, the Hon'ble Supreme Court of India vide its orders passed in Civil Appeal No. 3172/2018 (Ext.-17) has been pleased to grant Rs. 15 lakhs as compensation to Sri Basant Kumar Nayak in lieu of reinstatement. However, in the said order it has been clearly mentioned that this order is passed in the peculiar facts of this case not to be treated as a precedent in any other case. Further, it is also mentioned in the said order that the appeal was entertained by the Court on the ground that the petitioner-NALCO had offered a sum of Rs. 10 lakhs in lieu of his reinstatement.
21. After analysing the oral and documentary evidence available in this case it is quite apparent that the 2nd party workman Sri M. Krishan Rao was engaged under the services of M/s. IAPL before the appointed date of its amalgamation and his name was mentioned as a list of employees being engaged by M/s. IAPL. Moreover, one of the co-workman, Basant Kumar Nayak whose name was figured in the list of Annexure-II of Ext.-9 had been directed to be reinstated by the Labour Court, Bhubaneswar in I.D. Case No. 29/2001 (Ext.-15) and the said award was confirmed by the Hon'ble High Court of Orissa (Ext.-16) and the case of the present workman stands on the same footing, so he is entitled for reinstatement under the 1st Party-Management of NALCO.
22. In view of such fact the Tribunal comes to a conclusion that the concerned workman was on the rolls of M/s. IAPL before the appointed date of amalgamation and that the action of the Management of NALCO in refusing to consider the engagement of the workman Sri M. Krishna Rao an employee of International Aluminium Products Limited (IAPL) is not legal and justified. Hence the Issue No. I, II and IV are decided in favour of the 2nd party-workman.

ISSUE NO. III

23. It is relevant to mention here that out of five employees three employees were absorbed and one Sri Basant Kumar Nayak was granted compensation of Rs. 15,00,000/- by the orders of the Hon'ble Supreme Court passed in Civil Appeal No. 3172/2018. Further, this case is pending since 2014 and the 2nd party-workman was at the age of 42 years at the time of filing of his affidavit evidence on 22.03.2017, so at present he would be at the age of 54 years.
24. In view of such grant of reinstatement to the 2nd party-workman will not serve any purpose, but surely he is entitled for compensation.
25. Hence the Tribunal thinks it proper to grant compensation in place of reinstatement in the management of NALCO. Hence, the Issue No. 3 is decided in favour of the 2nd party-workman.

ORDER

26. After considering all the facts and circumstances of the case the Tribunal thinks it proper to direct the Management of NALCO to pay Rs. 10,00,000/- as compensation to the concerned workman in place of

reinstatement into service within a period of one month from the date of receipt of the copy of this award after its gazette notification.

27. On the foregoing paragraphs the Award is passed in favour of the 2nd party-workman.
28. Office is directed to send the copy of the Award to the Ministry of Labour for necessary gazette notification. Case record be consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1931.—औद्योगिक विवाद अधिनियम 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जय पी हिमाचल सीमेंट प्लांट के प्रबंधन के संबद्ध नियोजकों और जय पी हिमाचल सीमेंट प्लांट वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़, पंचाट (रिफरेंस नं.- **28/2019**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. एल-29011/24/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1931.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 28/2019**) 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 **Jay Pee Himachal Cement Plant** and **Jay Pee Himachal Cement Plant Workers Union** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. L-29011/24/2017-IR(M)]

SALONI, Dy. Director

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH
(Present:- Mr. Kamal Kant, Presiding Officer).

ID No.28/2019

Registered on:-07.05.2019

Jay Pee Himachal Cement Plant Workers Union Bagha (Bhalag) Regd. No.1256, Village Bagha, PO Kandhar, Tehsil Arki, Distt. Solan, HP.

Now Ultratech Cement Worker Union Baga (Lal Jhanda Cement Workers Union Baga Reg. No.1256 Aff. to CITU) Village Bagha, PO Kandhar, Tehsil Arki, Distt. Solan, HP-171101

----- Worker Union

Versus

Vice President, Jay Pee Himachal Cement Plant, Bagha, Village Bagha, PO Kandhar, Tehsil Arki, Distt. Solan, HP-171101

Now Management M/s Ultratech Cement Ltd. Village and PO Baga, PO Kandhar, Tehsil Arki, Distt. Solan, HP-171102

----Management

Present :- Sh. Anish Babbar, AR for worker union.

Sh. S C Gupta, AR for management.

Award/Order : 04.09.2025

Central Government vide Notification No.L-29011/24/2017-IR(M) dated 25.04.2019, under sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of M/s JP Himachal Cement and the contractors namely S/Shri Balram Dogra, Sansar Chand, Mahinder Singh, Chandan Mishra and Bhupinder Mishra in not conducting trade test of the 35 contract labour (list attached) who have completed 6 years of service as on 01.01.2014 and also not extending consequential benefits are just, fair and legal? If not, what directions and/or relief are necessary in the matter?”

1. In this case, an application under Section 151 of the Code of Civil Procedure, 1908 on behalf of management was filed for dropping the proceedings against it. It is maintained in the application that vide order dated 03.06.2024, Hon'ble National Company Law Tribunal, Allahabad Bench, Prayagraj (hereinafter called as Hon'ble NCLT, Allahabad) has appointed Resolution Professional (RP) of the management in case titled as **ICICI Bank Ltd. V/s Jaiprakash Associates Ltd.** In the said case, Hon'ble NCLT, Allahabad has passed following observations:-

“102. As a necessary consequence of the moratorium in terms of Section 14, the following prohibitions are imposed, which must be followed by all and sundry:

 - a. *the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;*
 - b. *Transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;*
 - c. *Any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;*
 - d. *The recovery of any property by an owner or lessor, where such property is occupied by or in the possession of the corporate debtor.*
 - e. *It is further directed that the supply of essential goods or services to the corporate debtor as may be specified, shall not be terminated or suspended or interrupted during the moratorium period.*
 - f. *The provisions of Section 14(3) shall, however, not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a corporate debtor.*
 - g. *The order of moratorium shall have effect from the date of this order till completion of the corporate insolvency resolution process or until this Bench approves the resolution plan under sub-section (1) of Section 31 or passes an order for liquidation of the corporate debtor under Section 33 as the case may be.”*
2. In view of the above, AR for management contended that all the proceedings pending before any Tribunal cannot go on against management and he prayed that reference my kindly be dropped in the interest of justice.
3. On the other hand, ld. counsel for worker union contended that in this case, Jaypee Cement Company have been bought by Ultratech vide tripartite agreement dated 29.06.2017. He further referred to para 3 of the tripartite agreement executed by and between Jaypee Cement and Ultra Tech Cement, vide which Ultratech Cement company had agreed that it shall bound and liable for all the liabilities, obligations and to run the project on the terms and conditions as specified in the MOUs dated 09.07.2024, 18.08.2010. He thus contended that proceedings may not be dropped and union be allowed to continue with the case as all the liability of Jay Pee Cement has been take over by Ultra Tech Cement as per tripartite agreement dated 29.06.2017.
4. I have given due consideration to the arguments advanced by AR for both the parties.
5. The present claim statement has been filed by Jay Pee Himachal Cement Plant Workers Union and now the workers union wants to continue the present case in view of the tripartite agreement executed between Jay Pee Cement and Ultratech Cement dated 29.06.2017. However, in this regard, it is pointed out that ICICI Bank has gone before the Hon'ble NCLT, Allahabad for liquidation of Jaypee Cement and Hon'ble NCLT, Allahabad vide order dated 03.06.2024 in the above mentioned case, had stayed all the proceedings before any Tribunal as per para 102 as reproduced above. Now the effect of tripartite agreement would be seen by the Hon'ble NCLT, Allahabad at while disposing of the petition of ICICI Bank. Since all the proceedings have been stayed by Hon'ble NCLT, Allahabad as per Para 102 as reproduced above of its order dated

03.06.2024 and it would be a futile exercise to proceed further with the present reference as all the proceedings before this Tribunal had already been stayed by the Hon'ble NCLT, Allahabad.

6. In view of this, the application is allowed and reference is dismissed. Worker Union can proceed further before Hon'ble NCLT, Allahabad as per law.
7. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication. File after completion be consigned to the record room.

KAMAL KANT, Presiding Officer

नई दिल्ली, 30 अक्टूबर, 2025

का.आ. 1932.—औद्योगिक विवाद अधिनियम 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम्प्लॉईस प्रोविडेंट फण्ड आर्गेनाइजेशन के प्रबंधन के संबद्ध नियोजकों और श्री डी. बालाप्रसाद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.- 77/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 30.10.2025 को प्राप्त हुआ था।

[सं. एल-15012/2/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 30th October, 2025

S.O. 1932.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 77/2019**) 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 **Employees Provident Fund Organisation** and **Shri D. Balaprasad** which was received along with soft copy of the award by the Central Government on 30.10.2025.

[No. L-15012/2/2017-IR(M)]

SALONI, Dy. Director

ANNEXURE

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

Date: 15-10-2025

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

I.D. No. 77/2019

BETWEEN

Shri D.Balaprasad,
No.37/B, Asari Sreet, Tallakulam,
Madurai-625 002.

: 1st Party/ Petitioner

AND

1. The Regional PF Commissioner,
Employees Provident Fund Organization
Regional Office, Lady Doak College Road,
Chokikulam, Madurai-625 002.
2. The Special Officer,
Staff Co-operative Canteen,
Employees Provident Fund Organization

Madurai-625 002.

: 2ⁿ Party/Respondents

Appearance:

For the 1st Party/ Petitioner

: Mrs. B.Asha, Advocate

For the 2nd Party/ Respondents

: M/s. P.K.Panneer Selvam, Advocates

The Central Government, Ministry of Labour & Employment vide its Order No. L-15012/2/2017-IR(M) dated 25.04.2019 referred the following Industrial Dispute to this Tribunal for adjudication.

2. The schedule mentioned in that order is:

“Whether the action of the Management of Employees Provident Fund Organization, Madurai in dispensing with the services of Shri D.Balaprasad, an ex-helper of Provident Fund Employees Co-operative Staff Canteen w.e.f 19.10.1997 is just, legal and fair? If not, to what relief the workman is entitled to?”

3. As per the claim statement, the case of the Petitioner is that he was an employee in Provident Fund Staff Canteen as a helper in Madurai Regional Office from the year 1986. It is alleged that his services was terminated in the year 1997 without assigning any reasons. Neither charge memo nor any show cause notice was issued and no proper enquiry was conducted before his termination of service.

4. The Petitioner submitted that as per Office Memorandum dated 24.01.1992, issued by the Department of Economic Affairs, (Budget Division), the employees of non-statutory Departmental Canteens are to be treated as Central Govt. servants and will be entitled to all benefits. In compliance with the order passed by the Hon'ble Supreme Court dated 26.09.1993 in W.P. (C) Nos.6189-7044, the employees of the non-statutory Departmental canteens/ Cooperative canteens located in Central Govt. offices are being paid at the same rate and par with the Central Government employees of equal status. There is no compliance of section 25F of the Act and the Hon'ble Supreme Court in many cases observed that length of delay is immaterial, if sufficient reasons are given. Hence, the Petitioner is entitled for reinstatement into service. In the case of Dr. Mrs. Sumati P.Shere Vs Union of India & Ors, the Hon'ble Supreme Court held that it is not proper to terminate the services of the employee without assessment of his work and prior intimation to him. Therefore, it is prayed that impugned order may be set aside and Petitioner may be reinstated into service with all attendant benefits.

5. Per contra, in reply the respondent stated that the EPF Staff Co-Operative Canteen, Madurai was registered under the Tamilnadu Co-operative Societies Act and started functioning w.e.f 08/1986 by a group of staff members of EPFO, SRO, Madurai. The Canteen became defunct and hence, it was decided to dispense with effect from 30-06-1995. The staff members who were employees of EPFO, SRO, Madurai had formed a Society for their mutual benefits. A co-operative society formed by a group of staff for their mutual was an Honorary interest of food/tea purpose cannot be called as departmental canteen. The canteen staff Shri Balaprasad was engaged by the Board of Directors of the said society. The Regional PF Commissioner, Grade-1 of Regional Office, Chennai never issued any appointment letter to any of these functionaries of the said society.

6. The Board of Directors were honorary members and employees of EPFO, RO, Madurai, who can assemble themselves to form and register society and operate it for their mutual benefits as per their bye laws and as such bye laws are not required to be approved by RPFC-I of the Region. Circular No. ADM(R-III)24/1/92/canteen/Genl dated 09-03-1995, applies to the Canteen employees appointed as per norms prescribed by the Department of Personnel / Director of Canteen only. The petitioner was not appointed by the Respondent. There is no such post as wash boy. It is further stated that only on explanation it was revealed that a sum of Rs.933.03 has been shown deficit and explanation has been called for from staff of Co-operative Canteens by its Board of authorities and subsequently, it was ordered to dismantle/ dissolve it by dispensing with services of other deployed persons. It is purely Board's internal affairs and EPFO is nothing to do with its affairs. As per Memo Ref. No. EPF CO-OP CANTEEN/96-97 dated 31/05/1996, the Special Officer of the Staff coop canteen informed that the EPF Staff Co-op Canteen is not entitled for Departmental Canteen. Hence, the then Board of Directors of staff canteen society decided to terminate the services of all deployed persons and this order was challenged before the Labour Welfare Officer, Madurai, but no fruitful result came out. It is further learnt from the complainant that the canteen employees filed a suit before the Labour Court and the fate of the case is not yet known. The petitioner's claim is highly time barred, as the issue has been raised after 20 years. The petitioner was not recruited from any external agencies. The canteen was not a departmental canteen. There was no administrative or supervisory control by the Regional Office, Madurai and it was staff co-operative canteen, which was managed by its society office bearers. It is further submitted that the Ministry of Personnel, Public Grievances and Pension(DOPT) in proceeding No. 12/05/91 Dir(C), Government of India dated 23/01/1992 regarding implementation of Supreme Court Judgment in Writ Petition (C) No. 6289-7044 related to Non-Statutory Departmental/Cooperative canteen staff to be regularized. Whereas this cooperative staff canteen was not a Departmental Canteen, but it was a canteen run by M/s.The Madurai Employees Provident Fund Staff Co-op. Canteen Ltd., Madurai with Regd. No. MM 3239/MDU formed by a group of officials of SRO, Madurai. Neither the then

RPFC-I of RO, Madras nor the then RPFC-II of SRO, Madurai had recruited them nor appointed them nor paid any salary to them. There is no such post as Washboy in the Group 'C & 'D' Departmental Recruitment Rules. Therefore, the Petitioner is not entitled to any relief and hence, the claim may be dismissed.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri D.Balaprasad

For the 2nd Party/Management : MW1 Shri P.Subramani,RPFC-II,Madurai

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	-	Statement showing EPF deduction in the name of Petitioner for the period1994-95 under EPS Scheme.
Ex.W2	-	Statement showing EPF deduction in the name of Petitioner for the period1997-98 under EPS Scheme.
Ex.W3		Copy of the identity card issued by RPFC, Madurai to the Petitioner as Canteen Staff

Documents Marked:

On behalf of Respondent/Management

Ex.No.	Date	Description
Ex.M 1	15.02.2022	Authorisation letter
Ex.M 2	31.05.1996	Termination order
Ex.M3	20.06.1995	Memo to staff of canteen for irregularities
Ex.M4	15.11.1995	Order of Special Officer
Ex.M5`	03.11.1996 & 08.02.2017	RO letter Madurai & Reply from RO Chennai
Ex.M6	05.09.1996	Reply notice to Advocate
Ex.M7	28.02.2017	Reply statement of RO., Chennai
Ex.M8	15.02.2017	RO Madurai letter
Ex.M9	09.03.2017	RO Madurai counter affidavit

7. The Petitioner has submitted proof of affidavit in support of his claim and adduced evidence as WW1 and documents filed by him were marked as Ex.W1 to W3. The Respondent has also filed its proof of affidavit and Shri P.Subramani, RPFC-II, Madurai was examined as MW1 and documents on behalf of respondent were marked as M1 to M9.

8. Heard the learned counsel appearing for either side and perused the records. The point for determination that arises is whether the claim petition is barred by limitation?

9. As per the case of the Petitioner, he served as canteen staff from the year 1986 to 1997 and he raised the industrial dispute in the year 2019, after a gap of more than 20 years. The learned counsel for the Respondent raised an objection that claim petition filed by the Petitioner is highly time barred and in support of his case, the learned counsel for the Respondent relied on the case law in Nanoo Ram Vs. Mahesh Chandra & Another 1991 Supreme Court Cases (L&S) 648 wherein it was held that claim was belated and was rightly rejected on the ground of laches. In the present case, the claim petition suffers from inordinate delay and laches, beyond any reasonable period of limit i.e., more than 20 years. Therefore, respectfully following the ratio of the Hon'ble Supreme Court in the case of Nanoo Ram Vs Mahesh Chandra (supra), the claim of the Petitioner is rejected on the ground of laches, which is beyond the period of limitation.

AWARD

In view of the reasons cited above, the claim petition filed by the Petitioner is rejected on the ground of laches. The reference is answered accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 31 अक्टूबर, 2025

का.आ. 1933.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (11/2019) प्रकाशित करती है।

[सं. एल-12025/01/2025- आई आर (बी-I) -133]

सलोनी, उप निदेशक

New Delhi, the 31st October, 2025

S.O. 1933.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.11/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2025- IR(B- I)-133]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE, CAMP COURT At HYDERABAD**DATED : 22nd OCTOBER 2025PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

ID No. 11/2019**I Party****II Party**

Suryakant Piranji Kolkar,
R/o Plot No. 77, Sector 05,
Near M M Extn Police Station,
Shrinagar,
BELGAVI – 590 016.

The Chief Manager (HR),
State Bank of India,
St. marks Road,
BENGALURU – 560 001.

AppearancesI Party : **Sri Madhavrao V Chavan**

Advocate

II Party : **Sri Ramesh Upadhyaya**

Advocate

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the State Bank of India who was retrenched from work vide letter dated 31.03.2017.

2. After registering the case the date of hearing was fixed as 01.05.2019 for appearance of the II Party and to file Counter Statement. II Party filed Counter Statement on 18.10.2019. On 31.12.2019 the 1st Party was directed to delete 2nd Party no. 1, 2 and 4 from the cause list and to lead evidence on his behalf. As there was no representation

for 1st Party since 2019, direction was issued to the Office to inform the next date of hearing to the 1st Party Counsel on record telephonically and the said direction was complied with by the Office of this Tribunal. However the stand of refusal continued from the side of the 1st Party. Notwithstanding such refusal, again the matter was adjourned twice to enable the 1st Party to comply with the directions and to give evidence in the case. The 1st Party instead kept aloof again, at his own choice, hence, this Award.

AWARD

Petition is dismissed for non-prosecution. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 22.10.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 31 अक्टूबर, 2025

का.आ. 1934.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (12/2019) प्रकाशित करती है।

[सं. एल-12025/01/2025- आई आर (बी- I) -134]

सलोनी, उप निदेशक

New Delhi, the 31st October, 2025

S.O. 1934.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.12/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of *State Bank of India* and their workmen.

[No. L-12025/01/2025- IR(B-I)-134]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE, CAMP COURT At HYDERABAD**

DATED : 22nd OCTOBER 2025

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

I D No. 12/2019

I Party

Sri S A Sapre,
H No. 409, Karbar Galli,
Vadagaon,
BELGAVI – 590 005.

II Party

The Chief Manager (HR),
State Bank of India,
St. marks Road,
BENGALURU – 560 001.

Appearances

I Party : **Sri Madhavrao V Chavan**
Advocate

II Party : **Sri Ramesh Upadhyaya**
Advocate

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the State Bank of India who was retrenched from work vide letter dated 31.03.2017.

2. After registering the case the date of hearing was fixed as 01.05.2019 for appearance of the II Party and to file Counter Statement. II Party filed Counter Statement on 18.10.2019. On 31.12.2019 the 1st Party was directed to delete 2nd Party no. 1, 2 and 4 from the cause list and to lead evidence on his behalf. As there was no representation for 1st Party since 2019, direction was issued to the Office to inform the next date of hearing to the 1st Party Counsel on record telephonically and the said direction was complied with by the Office of this Tribunal. However the stand of refusal continued from the side of the 1st Party. Notwithstanding such refusal, again the matter was adjourned twice to enable the 1st Party to comply with the directions and to give evidence in the case. The 1st Party instead kept aloof again, at his own choice, hence, this Award.

AWARD

Petition is dismissed for non-prosecution. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 22.10.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 31 अक्टूबर, 2025

का.आ. 1935.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (13/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2025- आई आर (बी- I) -135]

सलोनी, उप निदेशक

New Delhi, the 31st October, 2025

S.O. 1935.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.13/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L- 12025/01/2025- IR(B-I)-135]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE, CAMP COURT At HYDERABAD****DATED : 22nd OCTOBER 2025****PRESENT : Smt. K P INDIRA B.A., LLB.
Presiding Officer****I D No. 13/2019****I Party**

Sri Shridhar Sidramappa
Uppin, H no. 737, Uppin,
Oni Yragatti, A/P –
yargatti, Tal – Savadati
dist Belgavi.

II Party

The Chief Manager (HR),
State Bank of India,
St. marks Road,
BENGALURU – 560 001.

Appearances

I Party : **Sri Madhavrao V Chavan**
Advocate

II Party : **Sri Ramesh Upadhyaya**
Advocate

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the State Bank of India who was retrenched from work vide letter dated 31.03.2017.

2. After registering the case the date of hearing was fixed as 01.05.2019 for appearance of the II Party and to file Counter Statement. II Party filed Counter Statement on 18.10.2019. On 31.12.2019 the 1st Party was directed to delete 2nd Party no. 1, 2 and 4 from the cause list and to lead evidence on his behalf. As there was no representation for 1st Party since 2019, direction was issued to the Office to inform the next date of hearing to the 1st Party Counsel on record telephonically and the said direction was complied with by the Office of this Tribunal. However the stand of refusal continued from the side of the 1st Party. Notwithstanding such refusal, again the matter was adjourned twice to enable the 1st Party to comply with the directions and to give evidence in the case. The 1st Party instead kept aloof again, at his own choice, hence, this Award.

AWARD

Petition is dismissed for non-prosecution. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 22.10.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 31 अक्टूबर, 2025

का.आ. 1936.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (39/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2025- आई आर (बी- I) -136]

सलोनी, उप निदेशक

New Delhi, the 31st October, 2025

S.O. 1936.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.39/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L- 12025/01/2025- IR(B-I)-136]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE, CAMP COURT At HYDERABAD**

DATED : 22nd OCTOBER 2025

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

CR No. 39/2024

I Party

The General Secretary,
State bank of India Employees Union,
Bangalore circle, 301, Prabhat
Complex. K G Road,
BANGALORE.

II Party

The Regional Manager,
State Bank of India, RBO – 4, Old PB Road, Near
Pooja Hotel, Vinayaka Nagar,
DAVANAGERE.

Appearances

I Party : **General Secretary**

II Party : **Sri Ramesh Upadhyaya**

Advocate

1. The Government of India, Ministry of Labour vide Order No. L-95(FOC/36)2024-B4 dated 30.07.2024 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the action of the Regional manager, State bank of India, Davangere, in transferring Shri Prashanth Kumar, Senior associate, SBI (Claiming protection as protected workman under ID Act, 1947) from Chitradurga to Holakere Branch is legal and justified? If not, to what relief the workman is entitled to?”

2. After registering the case the date of hearing was fixed as 15.10.2024. The Claim Statement was filed on 25.11.2024 and the matter came to be posted for Objection/Counter Statement of the II Party and counter statement was filed on 09.05.2025. A preliminary issue came to be framed and posted for Evidence of 1st Party. When the matter stood thus the 1st Party filed a Petition requesting for withdrawal of case and requested the Reference to be closed as withdrawn.

3. Perused the records. The 1st Party has filed A petition dated 17.10.2025 which bears the signature of the 1st Party. Therefore, in view of the above, the Petition is recorded and prayer is allowed. The Reference is thus dismissed as withdrawn. Transmit.

AWARD

Reference is dismissed as withdrawn.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 22.10.2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 31 अक्टूबर, 2025

का.आ. 1937.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (36/2014) प्रकाशित करती है।

[सं. एल- 38011/01/2014- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 31st October, 2025

S.O. 1937.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 36/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of Paradip Port Trust their workmen.

[No. L- 38011/01/2014- IR(B-II)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present:

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

INDUSTRIAL DISPUTE CASE NO. 36/2014**Date of Passing Order – 22nd August, 2025**Between :-

1. The Secretary,
Paradip Port Trust, P.O. Paradip,
Dist. Jagatsinghpur.
2. The Secretary,
Management Committee,
Clearing, Forwarding & Handling
Workers (Regulation of Employment)
Scheme, 1994, Paradip Port Trust,
Paradip, Dist. Jagatsinghpur.

... 1st Party-Managements.
(And)

The President,
Paradip Port & Dock Mazdoor Union,
Paradip Port, Paradip, Dist. Jagatsinghpur.

... 2nd Party-Union.

Appearances:

None. ... For Management No. 1.
Sri Ananda Prakash Das, Advocate. ... For Management No. 2.
Sri. Debendra Mohanta, Advocate. ... For the 2nd Party-Union.

AWARD

The Government of India in the Ministry of Labour has referred the present industrial dispute existing between the employers in relation to the management of Paradip Port Trust, P.O. Paradip and their Workmen in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-38011/01/2014-IR (B- II), dated 13.06.2014.

2. The dispute as mentioned under the schedule of reference reads as follows:-

SCHEDULE

“Whether the claim of the Paradip Port & Dock Mazdoor Union to get Variable Dearness Allowance to the clearing, forwarding and handling workers of Paradip Port Trust in view of the Arbitration award passed by the Chief Labour Commissioner (Central), New Delhi in the year 1986 is legal and or justified even if the managing committee formed thereafter in 1993 to administer the functioning of the said workers and were not party to the award? What relief the clearing, forwarding & Handling workers are entitled to?”

3. A corrigendum substituting the dispute as mentioned in the letter of reference was received from the Ministry of Labour vide their letter of even number dated 02.02.2015 and accordingly the dispute as mentioned under the schedule of reference reads as follows:-

“Whether the demand of Paradip Port & Dock Mazdoor Union, Paradip for disbursement of arrear VDA to be paid to the workmen working in CFH Category for the period from 01.10.2000 to

31.12.2011 by the Management Committee formed in 1993, as per clause-3 of Arbitration Award dated 15.10.1986 as the Management Committee covering same set of workmen had paid VDA uninterruptedly till 30.09.2000 to 30.12.2011 and withdrawn the same w.e.f. 1.10.2000 in violation of 9-A of I.D. Act is

legal/justified? If so, what relief the workmen of the Union are entitled to?"

4. At the outset, it is required to mention here that this Tribunal had passed an award on dated 17.12.2020 in favour of the 2nd party-Union. However, the 1st Party-Management being aggrieved by the award of this Tribunal preferred a Writ Petition bearing W.P.(C) No. 2016/2022 before the Hon'ble High Court of Orissa, Cuttack in which the Hon'ble High Court of Orissa has been pleased to set aside the award vide order dated 23.07.2024 and restored the case to this Tribunal with direction for expeditious disposal.

5. After receipt of the order of the Hon'ble High Court of Orissa the case is restored to its original file and thereafter notices were issued to both the parties for fresh hearing in view of the observations made by the Hon'ble High Court of Orissa.

6. The case of the 2nd party-Union as per its claim statement is as follows:-

That the Paradip Port Trust, now Paradip Port Authority (herein- after in short PPA) is established under the Major Port Trust Act, 1963 and engaged in Cargo Handling (loading and unloading) operations on board vessel on shore and clearing forwarding of Cargo at the point of receipt and dispatch. The Cargo Handling operation on board the vessel, handling of all cargo on shore in the course of landing or shipment and inter-port transportation are handled by the Cargo Handling Workers listed in the Paradip Cargo Handling Workers (Regulation of Employment) Scheme, 1979. However, the clearing and forwarding operations of handling cargo at the point of receipt and dispatch of the same are to be carried out by the workers in the private pool included in the Paradip Port Clearing, Forwarding and Handling Workers Pool which started operating from 07.05.1984. The 2nd party-Union had raised various issues regarding clearing and forwarding workers with Paradip Port Trust relating to payment of their wages, VDA, ex-gratia in lieu of Bonus and other benefits as being extended to the post of Cargo Handling Workers and the dispute was referred to Joint Arbitration in accordance with the provision of sub-section 3 of Section 10 of the I.D. Act, 1947. In course of the arbitration proceeding the parties arrived at mutual settlement of all issues and submitted their joint report to the learned Arbitrator mentioning therein that they had arrived at a compromise and had resolved all the disputes differences and requested the learned arbitrator to accept the agreement and pass an award in accordance with the agreement. Accordingly an award was passed with mutual settlement being part and parcel of the award. Subsequently, the Govt. of India in the Ministry of Labour vide notification dated 31.10.1986 published their award in the government gazette in pursuance of the Section 17 of the Act. In the award it has been specifically mentioned that it is understood and agreed by and between the parties that the term wages in the context of this agreement shall include basic pay, D.A., V.D.A S.D.A, HRA, off-day wages, national & festival holidays, attendance allowance and computation of daily wages dividing basic monthly pay by 26 days and other payments components by 30 days. It has also been mentioned in the agreement that it shall come in to operation from the date of signing the agreement i.e. 23.7.1986. Subsequently the Clearing, Forwarding and Handling Workers started getting inter-alia wages with annual increment, VDA as per pay scale approved by the National Wage Settlement between the Government of India and five Federations of the Port & Dock Workers but still not at par with Cargo Handling Workers (Regulation Employment Scheme 1994. Later-on the Paradip Port and Dock Mazdoor Union raised various issues regarding clearing, forwarding and handling workers with Paradip Port Trust relating to payment of wages, VDA, ex-gratia in lieu of bonus etc. and ultimately the matter went to the Hon'ble Supreme Court of India in Civil Appeal No. 1422/1990. The Hon'ble Supreme Court vide order dated 15.03.1990 has constituted High Power Committee headed by Justice H.R. Khana, retired judge of the Hon'ble Supreme Court as Chairman along with other two members one representing the Ministry of Surface & Transport and another expert in Port Management. The Committee was directed to decide the issue of decasualization of workers by listing their names and the benefits of decasualization should in conformity with Paradip Cargo Handling Workers (Regulation & Employment) Scheme, 1973. Thereafter, as per direction of the Hon'ble Supreme Court of India the Paradip Port Trust constituted the Management Committee consisting of three representatives of the employer and three representatives of workers with one whole time Paradip Port Trust Officer as Chairman of the Committee who has right to vote and another Paradip Port Trust Officer as Secretary Management Committee to administer the scheme in Paradip Port Clearing Forwarding and Handling workers Regulation and employment Scheme, 1994 formulated by the High Power Committee. The scheme formulated the service conditions recommended by the High Power Committee regarding registration of workers, payment of wages as per National Wage Settlement arrived between Government of India and five Federation of Port and Dock Workers and it was assured to the workers that incase of failure to provide work to make payment of minimum days of guaranteed wages, attendance allowance 1/60th

monthly wages, weekly off with wages, productivity linked bonus and initially allowing the workers to work in five different groups.

That, after implementation of Paradip Port Clearing, Forwarding & Handling workers (Regulation and Employment) Scheme, 1994 the Management Committee continued to make payment of wages to the C.F & H workers as per the pay scale, allowances including D.A. as settled between the Government of India and Federation of Port & Dock Workers, but the Management Committee had changed the statutory service condition of the workers violating Section-9 of the Act making of payment of annual increments and VDA as per usual practice in vogue prior to implementation and during the implementation of the scheme by the Management Committee up-to October, 2000 and the same is binding on the parties. So the action of the 1st Party-Management No. 1, Management Committee in denying VDA is neither legal nor justified and their claim to get VDA is just and legal.

A prayer has been made to direct the Management Committee to pay VDA with retrospective effect from the date of stoppage of VDA with interest.

7. The 1st Party-Management No. 1 Paradip Port Trust has appeared and filed written statement.

8. The case of the 1st Party-Management No. 1, Paradip Port Trust is as follows:-

That, the Clearing Forwarding & Handling workers are not the regular workers of Paradip Port Trust and there is no "employer and employee" relationship between the Paradip Port Trust and the concerned workmen of the Union. On the direction of the Hon'ble Supreme Court a High Power Committee was constituted under Justice H.R. Khanna, former Judge of Hon'ble Supreme Court which had recommended for constitution of the Management Committee consisting of three representatives of employer and three representatives of the workmen. The said Management Committee should be headed by a whole time Chairman who shall have right to vote and there should also be a whole time Secretary. The Management Committee should frame a Scheme on the line of the Paradip Port Trust Cargo Handling Workers Regulation and Employment Scheme, 1979.

That, the conditions of employment relating to the concerned workmen are governed under the Dock Regulation Employment Act, 1948 and as per the definition of Dock Worker the concerned workmen have neither been employees of the Paradip Port Trust nor the employees of the Management Committee, so the reference is bad in law. Consequently the 2nd party-Union is not entitled to any relief and award may be passed in favour of the 1st Party-Management No. 1, Paradip Port Trust.

9. The 1st Party-Management No. 2, Secretary, Management Committee, Paradip Port Trust appeared and filed its written statement.

10. The case of the 1st party-Management No. 2 – Management Committee is as follows:-

That in pursuance of the order passed by the Hon'ble Supreme Court of India in Civil Appeal No. 1422/1990 dated 15.03.1990 a High Power Committee was constituted with Justice H.R. Khanna, retired Judge of Hon'ble Supreme Court as Chairman along with two other members and the committee had recommended for constitution of a Management Committee with creation of post like Chairman and Secretary within a period of two months. Subsequently, a proposal for formation of Management Committee and creation of posts of Chairman in the level of Head of Department/Traffic Managers and Secretary of the Management Committee at the level of the Deputy Traffic Manager was placed before the Board of Trustee and the same was approved by the Board of Trustee. The proposal approved by the Board of Trustee for creation of posts of Chairman and Secretary of the Management Committee was submitted before the Government of India for its approval and the same was also sanctioned. Subsequently the Paradip Port Trust and Management Committee formulated a Scheme called Carrying, Forwarding & Handling Workers Regulation and Employment Scheme, 1994 and the said committee was approved by the Management Committee. After approval of the Scheme the same was placed before the Board of Trustee for approval and the same was approved. Thereafter the C.F.& H Workers Regulation and Employment Scheme, 1994 become a separate entity. Further the C.F.& H workers are deployed by the C.F.& H agents under the Management Committee to carry out the clearing, forwarding and handling operation at Paradip Port Trust since 1994 and they are controlled by the Management Committee headed by two officers of the Port Trust as Chairman and Secretary of the Management Committee. But the financial liability of the proposed scheme has to be borne by the C.F & H agents and not by the Paradip Port Trust. Subsequently, the Paradip Port Dock Mazdoor Union raised an industrial dispute against the Secretary of the Paradip Port Trust regarding non-payment of VDA and annual increments to Clearing, Forwarding and Handling Workers under the Management Committee and on failure of conciliation proceedings a reference was made.

That, the C.F & H workers are governed by self-financing scheme namely C.F & H workers Regulation and Employment Scheme and daily rated workers are paid wages daily. They are not regular paid employees and their wages are paid based on pay components divided by twenty six. Consequently upon the wage revision of employees and dock workers of all Major Ports with effect from 1.1.2012 revision of wages of C.F & H workers had been taken at par with the Port Employees of the Dock workers. The Management Committee in its meetings held on 09.06.2014 has approved a comprehensive wage system arrived between representative of workers and C.F. & H

agents. In the comprehensive wage system issues relating to payment of VDA and annual increments have been taken care of in respect of C.F. & H Workers and the payment of VDA and annual increment to C.F.&H workers have been settled with effect from October, 2000. In the meantime over-all upward trend in the daily wages of C.F. & H workers as well as cost of handling at this port has been significantly increased. With the introduction of mechanical devices to unload the bulk of cargo from trucks and wagons, the possibility of deployment of C.F. & H works started reducing day by day. The Management Committee is a self-financing scheme and the entire financial liability on account of these workers are borne by the C.F. & H Agents, but instead of various bottlenecks and the financial constraints, the Management had paid VDA from 2002 to C.F. & H workers, as decided amicably from time to time in presence of the disputant and Union. So, the claim of the payment of VDA to C.F. & H workers retrospectively is not tenable.

11. A prayer has been made by the 1st Party-Management No. 2, Management Committee to reject/dismiss the claims made by the Union in their statement of claim.

12. The sponsoring Union has filed rejoinder denying all the averments made by the 1st Party-Management No. 1, Paradip Port Trust and 1st Party-Management No. 2, Management Committee, Paradip Port Trust.

13. On the basis of the pleadings of both the parties following issues are framed.

ISSUES

i) Whether the reference is maintainable under the Industrial Disputes Act.

ii) Whether the demand of the Paradip Port & Dock Mazdoor Union, Paradip for disbursement of arrear VDA to be paid to the workmen working in CFH category for the period from 01.10.2000 to 31.12.2011 by the Management Committee formed in 1993, as per Clause-3 of Arbitration Award dated 15.10.1986 as the Management Committee covering same set of workmen had paid VDA uninterruptedly till 30.9.2000 to 30.12.2011 and withdrawn the same w.e.f. 01.10.2000 in violation of 9-A of the I.D. Act is legal/justified?

iii) If so, what relief the workmen of the Union are entitled to?

14. To substantiate its claim the 2nd party-Union has examined Shi Abhimanyu Behera in evidence as W.W.1.

15. The 2nd Party-Union in order to strengthen its case has proved the following documents.

Ext.-1 is the copy of the notification dated 31.10.1986 of Government of India, Ministry of Labour in regard to award passed by the Arbitrator.

16. The 1st Party-Management has not examined any witness, but on confrontation has marked the following documents. Ext.-A is the settlement along with the forwarding report under the signature of the Secretary, Paradip Port Stevedores Association.

17. Since in this case the Hon'ble High Court of Orissa has been pleased to set aside the award passed by this Tribunal vide W.P.(C) No. 2016/2022 so the Tribunal thinks it proper to discuss all the issues afresh.

FINDINGS

18. That, the Tribunal thinks it proper to discuss all the Issues simultaneously.

ISSUE NO. I, II & III

19. In this case it is an admitted fact that by the orders passed by the Hon'ble Supreme Court in Civil Appeal No. 1422/1990, a High Power Committee was constituted with Justice H.R. Khanna, retired Judge of Hon'ble Supreme Court as Chairman and on its recommendation a Management Committee was constituted which had formulated a Scheme called Carrying Forwarding Handling Workers (Regulation & Employment) Scheme, 1994 and subsequently the C.F.H Workers were deployed under the Management Committee by C.F.H Agents for carrying out the clearing forwarding and handling works in Paradip Port since 1994.

20. It is the case of the 2nd party-Union that the Carrying, Forwarding Operation of the handling cargo at the point of receipt and dispatch of the same are carried out by the workers in the private pool included in Paradip Port Clearing, Forwarding & Handling Workers pool which started operating from 07.05.1984 and the 2nd Party-Union which raised several disputes regarding their payment of wages, VDA and other benefits as being extended to the post of Cargo Handling Workers. It is the further case of the 2nd party-Union that a dispute was referred to the Joint Arbitration as per the provisions of Sub-section-3 of Section 10 of the Industrial Disputes Act and in course of arbitration an agreement was arrived and award was published vide notification dated 31.10.1986 and as per the agreement the wage shall include pay, D.A. VDA, SDA, HRA, Off Days wages and National Festival Holidays

etc. The Management No. 1 i.e. the Paradip Port Trust and the 1st Party-Management No. 2 i.e. Management Committee have mentioned nothing on this point in their written statement.

21. However, W.W.-1 in his evidence has fully corroborated the statement of claim in his examination in chief. He has categorically stated that the service conditions of the workers in handling cargoes from shore to ship and from ship to shore are governed under a Scheme known as "Paradip Port Cargo Handling Workers Scheme" and the workers handling the very same cargo from shore to loading point and unloading point to shore are governed by "Paradip Port Cargo Handling Workers (Regulation & Employment) Scheme, 1994". He has further deposed that this scheme was constituted as per the recommendation of the High Power Committee constituted by the Hon'ble Supreme Court of India. He has also stated that the 2nd Party-Union had raised a dispute in respect of the category of the employees for payment of wages, VDA and a settlement was arrived on 29.01.1985 in respect of the claims in terms of the National Wage Settlement dated 04.01.1981 and 11.04.1984. He has also stated that during pendency of the arbitration proceeding a joint petition was filed before the Arbitrator mentioning that the parties had arrived at a compromise with a request to accept the agreement and accordingly an award was passed in terms of the compromise and the same was notified on 31.10.1986. He has further stated that the terms of the award provided that the terms agreed upon in the agreement should include basic pay, DA, VDA, SDA etc. He has also deposed that they again raised demand relating to payment of wages, VDA, ex-gratia, in lieu of Bonus and subsequently it reached to Hon'ble Supreme Court. He has also stated the Hon'ble Supreme Court of India had constituted a High Power Committee which recommended for constitution of Management Committee and the said committee would administer the 1994 Scheme. He has also stated that as per 1994 Scheme and in terms of the award dated 23.07.1986 the present category of workers were getting wages, VDA as per pay scale approved by the National Wage Settlement but suddenly from November, 2000 the VDA was not paid as per usual practice in vogue till 01.01.2012 which is not legal and justified. He has proved the notification of the Government of India dated 31.10.1986 which is marked as Ext.-1.

22. In the cross examination he has deposed that a settlement was arrived between the 1st Party-Management and Dock Mazdoor Union (the 2nd Party-Union) and the Paradip Port Clearing, Forwarding & Handling Association and the same was signed by both the parties on 25.11.2001. He has also stated that keeping in view the settlement the wages all C.F. H Workers have been fixed. He has also proved the copy of the settlement along with forwarding report under the signature of the Secretary, Paradip Port Stevedores Association.

23. Now after analyzing the pleadings of both the parties and evidence of W.W.-1 as well as Ext.-1. It is very much clear that the workmen of the 2nd Party-Union were getting their wages as per the settlement arrived in the Arbitration Proceedings and publication of Award vide notification dated 31.10.1986. However, in the meantime the High Power Committee was constituted on the direction of the Hon'ble Supreme Court of India vide order passed in Civil Appeal No. 1422/1990 and the High Power Committee had directed to constitute a Management Committee. Subsequently, a Management Committee was constituted consisting of three representatives of employers and three representatives of workers and the committee would be headed by a whole time Chairman and a whole time Secretary. After that the C.F.H. workers (Regulation and Employment) Scheme, 1994 was framed for administration of C.F. & H workers working in the Paradip Port Trust. So, the Management No. 2, i.e. the Management Committee is the controlling authorities of C.F & H Workers the 2nd Party-Union.

24. It is very much clear that the C.F. & H workers after implementation of the Scheme of 1994, were paid wages and allowances including VDA as per the arbitration and settlement, but the payment of VDA to C.F. & H Workers was discontinued during the period from 01.10.2000 to 31.12.2011 without giving any explanation or reason. The Management Committee in its written statement has not given any explanation about non-payment of VDA, but has mentioned a fact that by virtue of the settlement a comprehensive wage settlement arrived between the representative of the workers and C.F. & H Agents held on 09.06.2014, payment of VDA and annual increment to C.F. & H Workers has been settled/regularized with effect from October, 2000. Moreover, the Management Committee in its written statement has admitted that instead of various bottle-necks and financial constraints the Management Committee has paid VDA from 1992 to C.F & H Workers as decided amicably from time to time in presence of the disputant-Union.

25. It is relevant to mention here that no notice under Section 9-A of the Industrial Disputes Act was issued by the Management Committee for stopping the payment of VDA and fixation of payment of wages is undoubtedly a service condition and any change or reduction of wages, wage structure there should be a notice to 21 days minimum as per the Act, but no such notice was given to the workers/Union regarding stoppage of VDA by the Management Committee. So it is a change with regard to freezing of VDA and the same is unjustified and illegal.

26. In view of the above discussions the Tribunal comes to a conclusion that non-payment of VDA to C.F. & H category of workers for the period from 01.10.2000 to 31.12.2011 by the Management Committee is not legal and justified.

27. It is also relevant to mention here that on the recommendation of the High Power Committee the Management Committee was constituted for administering the affairs of the C.F. & H Workers and has been directed to implement the Scheme of the year 1994, so the Management Committee has become a controlling authority of the workers of the 2nd party-Union. Further in the written statement the Management Committee has admitted that since the formation of the Management Committee these C.F. & H Workers are controlled by the Management Committee so the Management Committee is controlling and supervising the C.F. & H Workers.

28. After considering all the facts and circumstances of the case, the Management Committee is directed to pay the arrear VDA amount for the period from 01.10.2000 to 31.12.2011 to the C.F. & H Workers of the 2nd Party-Union after their verification within a period of three months from the date of publication of the award in the official gazette.

29. In view of the above discussions the Issue No. I, II and III are decided in favour of the 2nd Party-Union.

30. The reference is answered accordingly.

31. Office is directed to consign the record to the record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 3 नवम्बर, 2025

का.आ. 1938.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिक-सह-श्रम न्यायालय, धनबाद-I, के पंचाट (संदर्भ संख्या 165/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/187/2001-आईआर (सीएम-I)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1938.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 165/2001**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL** and **their workmen** received by the Central Government on **31/10/2025**

[No. L-20012/187/2001– 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. 165/2001****Parties:**

Employer in relation to the management of Bhowra Coke Plant,
Of M/s. BCCL, Bhowra, 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 15/10/2025

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-20012/187/2001-IR(C-I) dated 11/07/2001 has been pleased to refer the following dispute between the employer i.e. management of Bhowra Coke Plant of M/s. BCCL, Bhowra, Dhanbad and their workman through Secretary, Bihar Colliery Kamgar Union, Hirapur, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether denial of employment to the dependent of Smt. Sibrati Bhuini by the management of Bhowra Coke Plant of M/s. BCCL is justified ? If not, to what relief is the said dependent entitled ?”

2. On receiving order no. L-20012/187/2001-IR(C-I) dated 11/07/2001 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 165 of 2001 was registered on 09.08.2001 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After 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 16.09.2021 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. 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, 3 नवम्बर, 2025

का.आ. 1939.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय, धनबाद-I**, के पंचाट (संदर्भ संख्या **151/2001**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **31/10/2025** को प्राप्त हुआ था।

[सं. एल-20012/156/2001-आईआर (सीएम-I)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1939.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 151/2001**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen** received by the Central Government on **31/10/2025**

[No. L-20012/156/2001– IR (CM-I)]

SALONI, Dy. Director/Link officer

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. 151/2001

Parties:

Employer in relation to the management of Kusunda Area,
Of M/s. BCCL, Kusunda, Dhanbad
AND
Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri Chandra Prakash, Sr. Manager (H.R).

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 15/10/2025

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-20012/156/2001-IR(C-I) dated 10/07/2001 has been pleased to refer the following dispute between the employer i.e. management of Kusunda Area of M/s. BCCL, Kusunda, Dhanbad and their workman through Branch Secretary, Rashtriya Colliery Mazdoor Sangh, Dhansar, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of M/s BCCL in dismissing the services of Sri Jangli Bhuia w.e.f. 23.1.99 is fair and justified ? If not, to what relief is the concerned workman entitled ?”

2. On receiving order no. L-20012/156/2001-IR(C-I) dated 10/07/2001 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 151 of 2001 was registered on 06.08.2001 and thereafter the notices were sent to the parties with a direction to appear

and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After 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 30.09.2020 and registered notices were issued to both the parties but both the parties did not appear before this Tribunal and the notice of the union returned with endorsement “undelivered”. Though on 13.06.2025 and 08.08.2025, Sri Chandra Prakash, Sr. Manager (H.R) on behalf of the management appeared. It transpires from the case record that workman/union failed to appear before the Tribunal since the year 2020 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, 3 नवम्बर, 2025

का.आ. 1940.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी सी एल के प्रबंधन के संबंध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I, के पंचाट (संदर्भ संख्या 42/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/121/2003-आईआर (सीएम-I)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1940.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 42/2003**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of CCL. and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/121/2003– 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. 42/2003****Parties:**

Employer in relation to the management of M/s. CCL, Darbhanga House, Ranchi

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 15/10/2025

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-20012/121/1997-IR(C-I) dated 02/05/2003 has been pleased to refer the following dispute between the employer i.e. management of M/s. CCL, Darbhanga House, Ranchi and their workman through Additional Secretary General, NCOEA, Darbhanga House, Ranchi for adjudication by this Tribunal:

SCHEDULE

“क्या मैसर्स सी.सी.एल. द्वारा कर्मकार श्री सज्जन विश्वास, सिक्योरिटी गार्ड, सी.सी.एल. दरभंगा हाउस, रांची की सेवाएँ आदेश दिनांक 29.12.95 द्वारा समाप्त किया जाना उचित, विधिवत एवं न्यायसंगत हैं? यही नहीं तो कर्मकार किस राहत के पात्र हैं?”

2. On receiving order no. L-20012/121/1997-IR(C-I) dated 02/05/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 42 of 2003 was registered on 20.05.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that after 2007 this case was put up after a long gap on 16.08.2021 and registered notices were issued to both the parties but workman/union did not appear before this Tribunal and the notice of the workman returned with endorsement “Undelivered” 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, 3 नवम्बर, 2025

का.आ. 1941.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I**, के पंचाट (**संदर्भ संख्या 93/2006**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **31/10/2025** को प्राप्त हुआ था।

[सं. एल-20012/63/2006-आईआर (सीएम-I)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1941.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 93/2006**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/63/2006- 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. 93/2006****Parties:**Employers in relation to the management of E.J. Area
Of M/s. BCCL, Dhanbad.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N. Nath, O.S. Legal, H.Q

For the workman :- Sri R.R. Ram, Representative

State : Jharkhand.

Industry:-Coal

Dated 15/10/2025

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-20012/63/2006 (IR(CM-I)) dated 29/09/2006 has been pleased to refer the following dispute between the employer i.e. management of E.J. Area of M/s. BCCL, Dhanbad and their workman through Jt. General Secretary, Bahujan Mazdoor Union, Mine Rescue Station, Dhansar, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the demand of the Bahujan Mazdoor Union from the management of BCCL, EJ Area for payment of dues on accoiunt of LTC/LLTC, Leave Encashment, Bonus etc. to Sh. Sohan Saw Ex-D.C.F. is just and fair? If so, to what relief is the workman entitled ?”

2. On receiving order no. L-20012/63/2006 (IR(CM-I)) dated 29/09/2006 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 93 of 2006 was registered on 01.11.2006 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 28.05.2021, registered notices were sent to both the parties and thereafter no step was taken from both sides. However notice of union/workman returned with endorsement “Undelivered”. Thereafter on 12.04.2022, 18.05.2022 and 22.06.2022, Sri R.R. Ram, Representative for the workman/union appeared and thereafter he failed to appear. Though on 22.08.2025, Sri R.R. Ram, Representative of the workman/union appeared and submits that the concerned workman is retired from service and union is not interested to contest the case so case may be closed. Sri N. Nath, O.S. Legal, H.Q for the management also appeared on same date and submits that he has no objection to close this case.

4. On perusal of the entire case record it transpires that the workman/union 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, 3 नवम्बर, 2025

का.आ. 1942.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I** के पंचाट (संदर्भ संख्या **162/2001**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **31/10/2025** को प्राप्त हुआ था।

[सं. एल-20012/170/2001-आईआर (सीएम-I)]

सलोनी, उप निदेशक /लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1942.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 162/2001**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**, and **their workmen** received by the Central Government on **31/10/2025**.

[F. No. L-20012/170/2001– 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. 162/2001**Parties:**

Employer in relation to the management of Kusunda Area
Of M/s. BCCL, Kusunda, Dhanbad
AND
Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N. Nath, O.S. Legal H.Q.
For the workman :- None.

State : Jharkhand.

Industry:-Coal
Dated 15/10/2025

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-20012/170/2001-IR(C-I) dated 11/07/2001 has been pleased to refer the following dispute between the employer i.e. management of Kusunda Area of M/s. BCCL, Kusunda, Dhanbad and their workman through Vice President, Rashtriya Colliery Mazdoor Sangh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of M/s BCCL in dismissing the services of Sri Krishna Bhuia w.e.f. 19.3.98 is fair and justified? If not, to what relief the concerned workman is entitled?”

2. On receiving order no. L-20012/170/2001-IR(C-I) dated 11/07/2001 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 162 of 2001 was registered on 09.08.2001 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After 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 06.10.2020 and registered notices were issued to both the parties but both the parties did not appear before this Tribunal. Though on 22.08.2025, Sri N. Nath, O.S. Legal H.Q on behalf of the management appeared. It transpires from the case record that workman/union failed to appear before the Tribunal since the year 2020 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, 3 नवम्बर, 2025

का.आ. 1943.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 130/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/15/2001-आईआर (सीएम-I)]

सलोनी, उप निदेशक /लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1943.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 130/2001**) of the **Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/15/2001– 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. 130/2001

Parties:

Employers in relation to the management of Kusunda Area
Of M/s. BCCL, Kusunda, Dhanbad.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N. Nath, O.S. Legal, H.Q

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 15/10/2025

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-20012/15/2001-IR(C-I) dated 22/05/2001 has been pleased to refer the following dispute between the employer i.e. management of Kusunda Area of M/s.

BCCL, Kusunda, Dhanbad and their workman through Vice President, Rashtriya Colliery Mazdoor Sangh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of M/s. BCCL in dismissing Sri Sukhdeo Modi, Driver from service w.e.f. 29.3.94 is fair and justified? If not, to what relief is the concerned workman entitled?”

2. On receiving order no. L-20012/15/2001-IR(C-I) dated 22/05/2001 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 130 of 2001 was registered on 20.06.2001 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 14.01.2021, registered notices were sent to both the parties and thereafter no step was taken from both sides. However notice of union/workman returned with endorsement “Addressee Left”. Though on 22.08.2025, Sri N. Nath, O.S. Legal, H.Q for the management appeared but union/workman did not appear before this Tribunal.

4. On perusal of the entire case record it transpires that the workman never appeared before this Tribunal for a period of 24 years 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, 3 नवम्बर, 2025

का.आ. 1944.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 31/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/13/2014-आईआर (सीएम-1)]

सलोनी, उप निदेशक /लिंग अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1944.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 31/2014**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL** and **their workmen** received by the Central Government on **31/10/2025**

[No. L-20012/13/2014– 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. 31/2014

Parties:

Employers in relation to the management of Bastacolla Area
of M/s. BCCL, Dhanbad
AND
Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N. Nath, O.S. Legal H.Q

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 15/10/2025

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-20012/13/2014 (IR(CM-I)) dated 04/03/2014 has been pleased to refer the following dispute between the employer i.e. management of Bastacolla Area of M/s. BCCL, Dhanbad and their workman through Treasurer, Rashtriya Colliery Mazdoor Sangh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Dobari Colliery of M/s. BCCL in not providing employment to Sri Mehi Lal Manjhi, dependant son of Late Bishu Manjhi under the provisions of NCWA is fair and justified? To what relief dependent son of deceased workman is entitled to?”

2. On receiving order no. L-20012/13/2014 (IR(CM-I)) dated 04/03/2014 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 31 of 2014 was registered on 18.03.2014 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. Even after issuance of notice, none appeared from either side. It further transpires from the case record, when the case record was put up after a long gap on 28.12.2021, registered notices were sent to both the parties and thereafter no step was taken from both sides. Thereafter on 20.06.2025, Sri Rishi Ram Mina, Asstt Manager for the management appeared but the workman/union remained absent and second notice was also issued to workman/union for appearance but the workman/union failed to appear before this Tribunal. Though on 22.08.2025, Sri N. Nath, O.S. Legal, HQ for the management appeared.

4. On perusal of the entire case record it transpires that the workman/union never appeared before this Tribunal for a period of 11 years 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, 3 नवम्बर, 2025

का.आ. 1945.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 42/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/12/2011-आईआर (सीएम-I)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1945.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 42/2011**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/12/2011- 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. 42/2011**Parties:**

Employers in relation to the management of Bhuli Town

Administration of M/s. BCCL, Bhuli, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N. Nath, O.S. Legal H.Q

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 15/10/2025

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-20012/12/2011 (IR(CM-I)) dated 30/08/2011 has been pleased to refer the following dispute between the employer i.e. management of Bhuli Town

Administration of BCCL, Bhuli, Dhanbad and their workman through Area Secretary, Rashtriya Colliery Mazdoor Sangh Bhuli Town Administration Branch, Bhuli, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of BTA of M/s BCCL in not regularizing Sri Kushun Lal Balmiki as Sweeper Mate, though he has been performing the said job for the last several years with due authorization is fair and justified? To what relief the workman concerned is entitled to?”

2. On receiving order no. L-20012/12/2011 (IR(CM-I)) dated 30/08/2011 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 42 of 2011 was registered on 09.09.2011 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. Even after issuance of notice, none appeared from either side. It further transpires from the case record, when the case record was put up after a long gap on 27.01.2022, registered notices were sent to both the parties and thereafter no step was taken from both sides. Thereafter on 20.06.2025, Sri N. Nath, OS Legal H.Q for the management appeared but the workman/union remained absent and second notice was also issued to workman/union for appearance and the same was returned with endorsement “Refused”. Though on 08.08.2025, Sri N. Nath also appeared but the workman/union failed to appear before this Tribunal.

4. On perusal of the entire case record it transpires that the workman/union never appeared before this Tribunal for a period of 14 years 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, 3 नवम्बर, 2025

का.आ. 1946.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबंधित नियोजन और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 32/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/84/2010-आईआर (सीएम-1)]

सलोनी, उप निदेशक/लिंग अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1946.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 32/2011**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**, and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/84/2010– 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. 32/2011

Parties:

Employers in relation to the management of P.B. Area
Of M/s. BCCL, Kusunda, Dhanbad
AND
Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri Ranjit Kumar Jha, Legal Inspector

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 15/10/2025

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-20012/84/2010(IR(CM-I)) dated 30/05/2011 has been pleased to refer the following dispute between the employer i.e. management of P.B. Area of M/s. BCCL, Kusunda, Dhanbad and their workman through Vice-President, Janta Mazdoor Sangh, Jharia, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Balihari Colliery of M/s BCCL in not regularizing Sri Dinesh Prasad as S.B. Attendant is fair and justified? To what relief the concerned workman is entitled to?”

2. On receiving order no. L-20012/84/2010 (IR(CM-I)) dated 30/05/2011 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 32 of 2011 was registered on 13.06.2011 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 19.01.2022, registered notices were sent to both the parties and thereafter no step was taken from both sides. Though on 08.08.2025, Sri Ranjit Kumar Jha, Legal Inspector for the management appeared and filed a notice of retirement of concerned workman stating that concerned workman was superannuated/retired on 31.07.2011, so the case may be closed.

4. On perusal of the entire case record it is transpires that the workman/union never appeared before this Tribunal for a period of 14 years 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, 3 नवम्बर, 2025

का.आ. 1947.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 08/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/921/2000-आईआर (सीएम-I)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1947.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 08/2001**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/921/2000- 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. 08/2001

Parties:

Employers in relation to the management of Moonidih Area
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 15/10/2025

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-20012/921/2000 (C-I) dated 12/01/2001 has been pleased to refer the following dispute between the employer i.e. management of Moonidih Area of M/s. BCCL, Dhanbad and their workman Sri Basudeo Bouri for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of M/s BCCL in dismissing the services of Sri Basudeo Bouri, Piece Rate Mazdoor, Token No. 7080 of Moonidih Project is legal, justified and proper ? If not, to what relief is the workman entitled?”

2. On receiving order no. L-20012/921/2000 (C-I) dated 12/01/2001 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 08 of 2001 was registered on 05.02.2001 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 24.12.2019, registered notices were sent to both the parties but thereafter no step was taken from workman side. However Sri D.K. Verma, Advocate for the management appeared and filed his letter authority and thereafter he remained present before this Tribunal but the union/workman did not appear before this Tribunal since beginning thereafter on 13.09.2021 second regd. notice was issued to workman for appearance but he also failed to appear before this Tribunal.

4. On perusal of the entire case record it transpires that the workman/union never appeared before this Tribunal for a period of 24 years 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, 3 नवम्बर, 2025

का.आ. 1948.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह- श्रम न्यायालय, धनबाद-I,** के पंचाट (संदर्भ संख्या **147/2001)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **31/10/2025** को प्राप्त हुआ था।

[सं. एल-20012/76/2001-आईआर (सीएम-I)]

सलोनी, उप निदेशक/लिक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1948.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 147/2001**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL** and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/76/2001– 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. 147/2001

Parties:

Employers in relation to the management of Western Jharia
Area of M/s. BCCL, Dhanbad
AND
Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N. Nath, O.S Legal H.Q

For the workman :- None.

State : Jharkhand.

Industry:-Coal
Dated 15/10/2025

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-20012/76/2001- C-I dated 18/24.05.2001 has been pleased to refer the following dispute between the employer i.e. management of Western Jharia Area of M/s. BCCL, Dhanbad and their workman through Secretary, Bihar Colliery Kamgar Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Munidih 20/21 Pits Colliery under W.J. Area, Moonidih of M/s. BCCL in superannuating Sh. Narad Deswali, M/Loader w.e.f. 26.8.97 is justified? If not to what relief is the workman concerned entitled?”

2. On receiving order no. L-20012/76/2001- C-I dated 18/24.05.2001 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 147 of 2001 was registered on 20.06.2001 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 17.09.2021, registered notices were sent to both the parties and thereafter no step was taken from both sides. Thereafter, Sri H. Baitha, O.S. Legal for the management appeared on 14.02.2022 without authority but thereafter he did not appear. Though on 22.08.2025 Sri N. Nath, O.S. Legal H.Q, appeared for the management but union/workman failed to appear before this Tribunal.

4. On perusal of the entire case record it transpires that the workman/union never appeared before this Tribunal for a period of 24 years 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, 3 नवम्बर, 2025

का.आ. 1949.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I, के पंचाट (संदर्भ संख्या 190/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/209/2001-आईआर (सीएम-I)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1949 .— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 190/2001**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/209/2001– 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. 190/2001

Parties:

Employers in relation to the management of Western Jharia
Area of M/s. BCCL, Dhanbad
AND
Their Workman

Present: Shri Sachindra Kumar Pandey
Presiding Officer

Appearances:

For the Employers :- Sri N. Nath, O.S Legal H.Q
For the workman :- None.

State : Jharkhand.

Industry:-Coal
Dated 15/10/2025

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-20012/209/2001-IR(C-I) dated 29/08/2001 has been pleased to refer the following dispute between the employer i.e. management of Western Jharia Area of M/s. BCCL, Dhanbad and their workman through Secretary, Bihar Colliery Kamgar Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of BCCL, Western Jharia Area in not taking into account SPRA and not protecting the wages of Sh. Manjoor Mia and 53 others (as per list attached) while fixing their pay upon regularizations Time Rated Workers is justified, legal & proper? If not, to what relief are the said workmen entitled to?”

List of workmen

Sl.No.	Name	P. No.	Present Basic	Cate.	Designation Trammer
1.	Jabbar Mian	01174614	84.38	3	„
2.	Manjoor Mian	01174879	84.38	3	„
3.	Shankar Ray	01175637	84.38	3	„
4.	Manti Rajwar	01175637	84.38	3	„
5.	Karma Mahato	01175470	84.38	3	„
6.	Gobardhan Ram	01175405	84.38	3	„
7.	Jodhan Ray	01175231	84.38	3	„
8.	Bishu Mahato	01174606	84.38	3	„
9.	Jagat Ray	01175137	84.38	3	„
10.	Sudhir Ray	01175355	84.38	3	„
11.	Nepal Ray	00605121	91.50	Sd/-	„
12.	Debu Manjhi	00602672	89.38	Sd/-	„
13.	Ch. Nepal Mahto	00602292	96.22	4	„
14.	Rameshwar Singh	00602243	89.38	4	„
15.	Charga Mahato	2425288	79.22	3	„
16.	Deosharan Paswan	02423317	77.50	3	„
17.	B. Sabrati Mian	01175561	82.66	3	„
18.	Sukhai Rajbhar	2420735	80.90	3	Trammer
19.	Prayag Harijan	02423606	80.94	3	„
20.	Naresh Paswan	2242348	80.94	3	„
21.	Diwakar Mahato	02426070	80.94	3	„
22.	Rameshwar Mahato	02426070	80.94	3	„
23.	Samiruddin Mian	2424620	80.94	3	„
24.	Dhananjay Mahto	02426252	77.50	3	„
25.	Ghanshyam Mahato	2417376	97.86	Sd/-	„
26.	Jyoti Ray	2419398	98.86	4	„

27.	Karu Mian	02415164	97.86	4	„
28.	Ashit Kr. Goswami	1175777	78.83	2	Elect. Helper
29.	Nimai Chandra Dubey	2423408	78.83	2	„
30.	Govind Gope	1175835	78.83	2	„
31.	Prahland Bouri	02427896	70.80	2	Gen.Mazdoor
32.	Gulam Ansari	02901320	68.64	1	„
33.	Sidan Gope	02799468	68.64	1	„
34.	Alam Ansari	0599829	88.48	3	Fitter Helper
35.	Ram Jiwan Lohar	440363	80.90	4	„
36.	Shiv Narayan Mistri	1175512	87.22	4	H. Khalasi
37.	Tejmul Ansari	02919603	68.46	1	Gen. Mazdoor
38.	Mahadeo Dusandhi	02798718	79.22	3	Trammer
39.	Rahman Khan	02426386	66.48	2	Gen. Mazdoor
40.	Gafur Mia	01174853	-	-	S. Mazdoor
41.	Subash Rawani	00599746	86.10	3	S. Mazdoor
42.	Kayum Khan	02799096	-	-	Trammer
43.	Bindeshwar Manjhi	02436137	74.84	2	Elect. Help
44.	Binda Mahato	01176833	72.86	-	Gen. Mazdoor
45.	Yasin Ansari	02799245	-	-	„
46.	Kashimuddin Mia	02438448	78.78		Driller
47.	Bholi Mia	02437218	84.86	4	„
48.	Ram Manjhi	02438513	84.86	4	„
49.	Panch Kishor Mahto	2438372	76.17	2	Line Mistry
50.	Dhibra Orang.	00599118	87.82	3	Explosive
51.	Doman Chand Mahato	-	84.38	3	Trammer
52.	Bisheswar Bhuiya	02437697	84.86	4	Driller
53.	Nizamuddin Khan	02799450	74.06	3	Fcm-operator
54.	Gopal Dhobi	02435576	84.06	4	Driller

2. On receiving order no. L-20012/209/2001-IR(C-I) dated 29/08/2001 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 190 of 2001 was registered on 21.09.2001 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 17.09.2021, registered notices were sent to both the parties and thereafter no step was taken from both sides. Thereafter, Sri H. Baitha, O.S. Legal for the management appeared on 14.02.2022 without authority but thereafter he did not appear. Though on 22.08.2025 Sri N. Nath, O.S. Legal H.Q. appeared for the management but union/workman failed to appear before this Tribunal.

4. On perusal of the entire case record it transpires that the workman/union never appeared before this Tribunal for a period of 24 years 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, 3 नवम्बर, 2025

का.आ. 1950.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचात (संदर्भ संख्या 58/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/33/2003-आईआर (सीएम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1950.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 58/2003**) of the **Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**, and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/33/2003– 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. 58/2003

Parties:

Employers in relation to the management of C.V. Area
Of M/s. BCCL, Barakar, Bardhaman.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri S.N. Ghosh, Ld. Advocate

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 07/10/2025

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-20012/33/2003 IR(C-I) dated 27/06/2003 has been pleased to refer the following dispute between the employer i.e. management of C.V. Area of M/s. BCCL and their workman through Regional Assistant Secretary, Rashtriya Colliery Mazdoor Sangh, C.V. Area, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Basantimata Colliery under C.V. Area of M/s BCCL in dismissing Sri Radhu Murmu from the services of the company w.e.f. 2.4.2002 is fair & Justified ? if not, to what relief is the concerned workman entitled?”

2. On receiving order no. L-20012/33/2003 IR(C-I) dated 27/06/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 58 of 2003 was registered on 22.07.2003 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 issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 17.09.2021, registered notices were sent to both the parties and thereafter no step was taken from both sides. Thereafter, Sri S.N. Ghosh, Advocate for the management appeared on 30.05.2025 and again second regd. notice issued to union/workman but he failed to appear before this Tribunal. Though on 25.07.2025 Sri S.N. Ghosh, Advocate for the management appeared.

4. On perusal of the entire case record it transpires that the workman never appeared before this Tribunal for a period of 22 years 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 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, 3 नवम्बर, 2025

का.आ. 1951.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 15/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/17/2017-आईआर (सीएम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1951.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 15/2017**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL** and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/17/2017– 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. 15/2017

Parties:

Employers in relation to the management of Kusunda Area
of M/s. BCCL, Dhanbad

AND

Their Workmen

Present: **Shri Sachindra Kumar Pandey**
Presiding Officer

Appearances:

For the Employers :- Sri Chandra Prakash, Manager (HR).

For the workmen :- Sri R.R. Ram, Representative

State : Jharkhand.

Industry:-Coal

Dated 07/10/2025

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-20012/17/2017 (IR(CM-I)) dated 04/07/2017 has been pleased to refer the following dispute between the employer i.e. management of Kusunda Area of M/s. BCCL, Dhanbad and their workman through Secretary, Bahujan Mazdoor Union, Dhansar, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Ena Colliery of M/s. BCCL in not providing employment on compassionate ground of Shri Dilip Kumar, S/O Late- Runia Devi, Ex-Shell Picker is justified and fair? If not, to what relief the concerned workmen is entitled?”

2. The case of the workman as per the written statement is that Runia Devi bearing Pers. No. 02345635, designated as Shell Picker was a permanent female workman in Ena Colliery under Kusunda Area of M/s. BCCL who died in harness on 13.03.2011 while she was in service. Thereafter her son Sri Dilip Kumar applied for his employment under colliery in her place in accordance with the provision of NCWA-VIII. He represented himself before the authority concerned on 09.08.2014 to provide him employment in place of his deceased mother. His name also appeared in the service excerpt of the deceased workman but the authorities did not consider his case. He has no scope to earn the livelihood as he was dependent on Late Runia Devi. He is entitled to get employment in place of his mother and at last prayed to pass award in his favour.

3. On the other hand the case of the management as per the written statement cum rejoinder filed on 05.04.2019 is that the present reference is not maintainable either in law or in facts. BCCL is a government company registered under Sec. 617 of the Companies Act and that being the position BCCL is a state within the meaning of Article 12 of the Constitution of India. No employer employee relationship exists between Dilip Kumar S/o Late Runia Devi and the Company. Hence the demand of compassionate appointment is not an industrial dispute within the meaning of Sec. 2(k) of the I.D. Act and the reference is not liable for adjudication on this ground. The compassionate appointments in Coal

Companies are being provided according to the provision laid down in Chapter-IX of NCWA. For the implementation of the same the Managing Director of BCCL issued a circular under which no application for dependent employment will be entertained after 18 months from the date of death or disablement of the employee. In this case the deceased employee died on 13.08.2011 and the applicant applied for employment on 09.08.2014 i.e. after the expiry of 2 years, hence his application was not considered in view of the aforesaid circular. It is well settled law that compassionate employment cannot be granted after lapse of a reasonable period which must be specified in the rules. The consideration for such employment is not a vested right which can be exercised at any time in future. The object being to enable the family to get over the financial crisis which it faces at the time of the death of deceased. By way of rejoinder it has been stated that the statement made in Paragraph-1 and 2 of the W/S of workman are matter of record. The statement made in Paragraph 3 of the W/S of the workman is vague. It is relevant to mention that the Sri Dilip Kumar was required to submit application for employment on or before 13.02.2013, whereas he has applied for employment on 09.08.2014 i.e. after the expiry of 18 months from the date of death of deceased employee. The statements made in Paragraph 4 to 13 of the W/S of workman are not relevant. It is relevant to mention that the applicant is not entitled for employment and prayed to hold that the action of the management of Ena Colliery of M/s. BCCL in not providing employment to Sri Dilip Kumar, S/o Late Runia Devi is legal and justified and also that he is not entitled to get any relief.

4. The workman has also filed rejoinder on 01.05.2019 mentioning therein that as stated in Para-1 of the W/S of the management the Govt. of India, Ministry of Labour New Delhi has been pleased to refer this dispute for adjudication of this case. The contents in Para-2 of the W/S of the management is strictly denied. The present reference case is very much maintainable as per I.D. Act, 1947. The contents of Para-3 of the W/S of the management that BCCL is an undertaking company which is governed by the Govt. of India under the Coal Ministry. The contents of Para-4 of the W/S of the management is denied. The employer employee relationship exists as per NCWA. In reply to Para-5 of W/S it is stated that as per NCWA provisions of the company, the employment is given to one of the dependent of the deceased workman who died during his service period. So, Dilip Kumar being the son of Runia Devi is very much entitled to get employment in place of his mother who died while in service. The content of Para-6 of the W/S of the management is not true hence denied. The circular of the company is not a settled law. Dilip Kumar has submitted his application for employment within limitation period but the same was not processed from the colliery unit. The content of Para-7 and 8 of W/S of the management is not true. He applied for his employment within limitation period and at last prayed to pass proper award.

5. The Applicant, Dilip Kumar has examined himself as WW-1.

6. In support of his case the applicant has adduced the following documentary evidences :-

Exhibit W-1 – Application dated 09.08.2014 for employment.

Exhibit W-2 – Application dated 14.03.2015 for employment.

Exhibit W-3 – Death Certificate of Runia Devi.

Exhibit W-4 – Service Excerpts of deceased workman.

Exhibit W-5 – Family List of deceased workman.

Exhibit W-6 – FORM 'F', Nomination of the deceased workman.

Exhibit W-7 – Photo copy of Voter I.D. Card of Dilip Kumar.

7. On the other hand the management has adduced the following documentary evidences in support of its case:-

Exhibit M-1 – Original copy of application for employment dated 09.08.2014.

Exhibit M-2 – Original Copy of application for employment dated 14.03.2015.

Exhibit M-3 – Letter dated 27.06.2015 issued by Project Officer to Dilip Kumar Yadav regarding employment.

Exhibit M-4 – Letter dated 31.10.2015 written by Project Officer to Assistant Labour Commissioner (Central), Dhanbad.

Exhibit M-5 – Copy of Circular of BCCL dated 24.01.2009.

8. Heard both sides and perused the materials on record.

9. The Ld. Representative for the applicant has submitted that the applicant Dilip Kumar has filed application dated 09.08.2014 for employment on compassionate ground in place of his mother who died on 13.08.2011 while working as Shell Picker in Ena Colliery of M/s. BCCL but the same was not considered by the BCCL authorities and then the Industrial Dispute was raised by the management that ultimately resulted in reference of this case and at last prayed to hold the action of the management

of Ena Colliery of M/s. BCCL for not providing employment to Dilip Kumar on compassionate ground in place of his mother who died in harness is not justified and not fair and pass the award in his favour.

10. On the other hand Sri Chandra Prakash, Manager(HR) on behalf of the management has submitted that the mother of Dilip Kumar namely Runia devi died on 13.08.2011 and he filed application for employment in her place on compassionate ground on 09.08.2014 before the BCCL whereas as per the circular of the BCCL any such application for employment on compassionate ground must have been filed within 18 months from the date of death of the deceased and so the application of Dilip Kumar being filed beyond that period was not considered by the BCCL. The employment on compassionate ground is not a vested right and therefore the action of the management for rejecting the claim of the applicant Dilip Kumar is justified and he is not entitled to any relief.

11. Issue

Whether the action of the management of Ena Colliery of M/s. BCCL in not providing employment on compassionate ground to Shri Dilip Kumar, S/O Late Runia Devi, Ex-Shell Picker is justified and fair? If not, to what relief the applicant is entitled?"

12. To prove his case the applicant, Dilip Kumar has examined himself as WW-1 and in his examination- in- chief he has stated that his mother Runia Devi designated as Shell Picker was a permanent female workman in Ena Colliery and died on 13.08.2011 while in service and he is the only son of his late mother and therefore he submitted an application on 09.08.2014 in the office of the Colliery for his employment in accordance with the provisions of NCWA-IX. Again he submitted second application on 14.03.2015 for the same but the management did not forward his application before the Higher Authority for further action and therefore he raised industrial dispute. He has further deposed that his name is recorded in the service excerpts of his late mother as well as health card but in spite of all these the concerned management did not provide employment to him in place of his deceased mother which is in violation of the provisions of NCWA. In the cross- examination by the management he has admitted that his mother Runia Devi who was working in Ena Colliery died on 13.08.2011 and in the year 2014 he had submitted application for employment in her place. He does not remember that after 2 years 11 months and 27 days from the death of his mother he had submitted his application for his employment.

13. Out of documentary evidence that has been got exhibited from the side of the applicant, W-1 is the photo copy of the application dated 09.08.2014 that was submitted by the applicant Dilip Kumar for his employment before the Project Officer mentioning therein that his mother Runia Devi had died on 13.08.2011 while in service and after her death his economic condition was not good and any how he was earning his bread and butter. Exhibit W-2 is the Photo copy of his second application dated 14.03.2015 that was submitted by the applicant Dilip Kumar before the Project Officer for his employment in place of his mother Runia Devi who had died on 13.08.2011 while in service. Exhibit W-3 is the photo copy of death certificate of Runia Devi issued by Government of Jharkhand Department of Planning and Development and on its perusal it transpires that the deceased Runia Devi died on 13.08.2011. Exhibit W-4 is the photo copy of service excerpts of the deceased Runia Devi and on its perusal it transpires that the name of Sri Dilip Kumar has been mentioned in the column of nominee and he has been shown as son in the column of relationship. Exhibit W-5 is the photo copy of family list issued from the office of Block Development Officer, Jharia and on its perusal it transpires that the names of 3 persons have been mentioned in this list out of which first is the name of Dilip Kumar who is the applicant in this case, second is Meena Devi who is married daughter of the deceased Runia Devi and Late Kameshwar Gope and the third is Rekha Devi who is also married daughter of the same deceased Runia Devi and Late Kameshwar Gope. Exhibit W-6 is the photo copy of FORM 'F' of BCCL and on its perusal it transpires that this is form of nomination in which in the column of nominee, Runia Devi has nominated her son Dilip Kumar Gope. Exhibit W-7 is the photo copy of Voter ID Card and on its perusal it transpires that this is the Voter ID Card of Dilip Kumar son of Kameshwar Gope.

14. On the other hand in support of its case the management has got exhibited as many as five documentary evidence out of which Exhibit M-1 is the original copy of application dated 09.08.2014 submitted by the applicant Dilip Kumar Yadav before the Project Officer, Ena Fire Project for employment stating therein that his mother Runia Devi died on 13.08.2011 while in service and thereafter his economic condition is not good and he was any how earning bread and butter and prayed to get employment in place of his mother. Exhibit M-2 is the second original application dated 14.03.2015 that was submitted by the applicant Dilip Kumar for his employment before the Project Officer, Ena Fire Project with the same contents as has been mentioned in Exhibit W-1 with further submission that on 09.08.2014 also he had given application for his employment but that was not processed. Exhibit M-3 is the copy of letter dated 27.06.2015 issued by Project Officer, Ena Project to the applicant Sri Dilip Kumar Yadav mentioning therein that he was being informed that his mother Runia Devi Ex-Shell Picker, Ena Project died on 13.08.2011 and he had submitted his application dated

09.08.2014 and 14.03.2015 for his employment after 2 years and 11 months of the death of his mother for dependent employment and he has further been informed that to get employment on dependent basis it is essential to submit the documents for employment within 18 months from the death of the deceased and therefore as per the provisions of company the documents submitted after 18 months for employment can not be considered. Exhibit M-4 is letter dated 31.10.2015 issued by the Project Officer, Ena Mining Project to Assistant Labour Commissioner (Central), Dhanbad regarding industrial dispute no. 01/91/2015E6 by which the opinion of the management has been submitted mentioning therein that Late Runia Devi was working as Ex-Shell Picker in Ena Fire Project who died on 13.08.2011 and her son Dilip Kumar Yadav had submitted his application for employment on 09.08.2014 but the same was not forwarded to the head quarter because as per the provisions of the company the said application was submitted by Sri Dilip Kumar Yadav after 2 years 11 months of the death of the deceased and as per rules and policies of employment of the management the application for employment could not be considered as it was submitted after 18 months by Sri Dilip Kumar Yadav and it was prayed to end the industrial dispute in view of all these facts. Exhibit M-5 is the circular of BCCL dated 24.01.2004 issued by Chairman-cum-Managing Director of BCCL to all the Area CGMs/GMs and on perusal of point no. 3 of this circular it is evident that no application for dependent employment will be entertained after 18 months from the date of death or disablement.

15. Thus, on perusal of the above oral as well as documentary evidence adduced from both sides it is established that Runia Devi who was working as Shell Picker in Ena Fire Project died on 13.08.2011 while in service and after her death her son Dilip Kumar Yadav submitted application on 09.08.2014 for the first time submitting therein that his mother Runia Devi died on 13.08.2011 and after her death he wants his employment in her place and on perusal of Exhibit M-3 it transpires that vide letter dated 27.06.2015, Dilip Kumar Yadav was informed by the Project Officer, Ena Mining Project that after the death of his mother Runia Devi on 13.08.2011 he has submitted his application for employment on 09.08.2014 and 14.03.2015 i.e. after 2 years and 11 months whereas to get employment on dependent basis, the dependent has to submit his application and documents within 18 months after the death of the workman and as per the provisions of the company any application given after 18 months for employment can not be considered. At the same time on perusal of Exhibit M-5 which is copy of Circular adduced before the Court from the side of the management also it is evident that as per the circular of the company no application for dependent employment will be entertained after 18 months from the date of death or disablement.

16. Here in the instant case on perusal of the entire material on record it is evident that Runia Devi died on 13.08.2011 and the applicant Dilip Kumar Yadav submitted his application for employment in her place on 09.08.2014 for the first time which was submitted after 2 years 11 months and 27 days whereas as per the circular of the company such application submitted after 18 months cannot be entertained for employment.

In case of **Umesh Kumar Nagpal Vs. State of Haryana and others** reported in JT 1994(3) 525 the Hon'ble Apex Court has been pleased to hold that "the compassionate employment can not be granted after lapse of a reasonable period which must be specified in the rules. The consideration for such employment is not a vested right which can be exercised at any time in future. The object being to enable the family to get over the financial crisis which it faces at the time of the death of the sole breadwinner, the compassionate employment can not be claimed and offered whatever the lapse of time and after the crisis is over."

The Hon'ble High Court of Jharkhand in case of **Chhata Devi Vs. Bharat Coking Coal Ltd. through its C.M.D., Dhanbad & Ors** reported in 2012(4) JLJR 349 has been pleased to hold that belated claim application filed after 18 months from the date of death of worker cannot be considered because the BCCL Circular No. 1195-1270 dated 24.01.2004 provides that no claim for compassionate appointment be entertained after 18 months from the date of death of the worker.

17. On the basis of the above materials on record as well as authorities of the Hon'ble Courts this Tribunal is of the opinion that the application dated 09.08.2014 and 14.03.2015 was filed after 2 years 11 months and 27 days from the date of death of deceased Runia Devi that is much beyond the period of limitation of the circular of the company and therefore the claim of the applicant Dilip Kumar Yadav can not be legally considered hence rejected and accordingly it is held that the action of the management of Ena Colliery of M/s. BCCL in not providing employment on compassionate ground to Sri Dilip Kumar, son of Late Runia Devi, Ex-Shell Picker is quite justified and fair and so he is not entitled to any relief.

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, 3 नवम्बर, 2025

का.आ. 1952.—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 कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 53/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/670/1997-आई आर .(सी.एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1952.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/1998) of the **Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL** and **their workmen** received by the Central Government on **31/10/2025**

[No. L-20012/670/1997 – 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. 53/1998

Parties:

Employers in relation to the management of Bhurungiya Project of

M/s. BCCL, Mahuda, Dhanbad.

AND

Their Workman

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate.

For the workman :- Sri Pintu Mondal, Representative.

State : Jharkhand.

Industry:-Coal

Dated 07/10/2025

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-20012/670/1997-IR(C-I) dated 13/08/1998 has been pleased to refer the following dispute between the employer i.e. management of Bhurungiya Project of M/s. BCCL, Mahuda, Dhanbad and their workman through General Secretary, Jharkhand Janta Mazdoor Union, Koylanagar, Dhanbad, for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Bhurungiya Project of M/s. BCCL in dismissing from service Sri Gobardhan Das is legal & Justified ? If not, to what relief is the workman entitled?”

- The case of the workman as per the written statement is that the concerned workman Gobardhan Das was a permanent workman of Bhurungiya Project and served as Miner/Loader for quite long time satisfactorily but later on he started suffering from health trouble and absented from duty w.e.f. 28.07.1994 under information to the management but despite that the management issued a charge sheet No. 1878 dated 26.11.1994 containing therein allegation of unauthorized absence against him. He replied to the charge sheet mentioning that he absented on account of his illness and also prayed before the management to condone his absence and assured that he would

not repeat the same and prayed to allow him to resume duty but the management did not consider his reply satisfactory. The management conducted domestic enquiry regarding the charge sheet issued to him. It is further stated that the management did not issue sufficient notice to the concerned workman to participate in the enquiry with ulterior motive to deny him reasonable opportunity to plead his defence in the enquiry. The enquiry officer conducted ex parte enquiry violating principles of natural justice as he was not afforded opportunity to plead his defence during enquiry. After completion of the Ex-parte enquiry the concerned workman was issued letter of dismissal based on perverse finding of the enquiry officer. After receipt of letter of dismissal the concerned workman filed appeal before the management but the same was not responded. The management also did not supply copy of the finding of the enquiry officer to enable him to submit his reply to the second show cause notice and when his dismissal was not withdrawn industrial dispute was raised which ended in failure of conciliation therein and as a result of submission of failure of conciliation report to the Labour Ministry, Govt. of India, the Labour Ministry was pleased to refer this dispute to this Industrial Tribunal for adjudication. The dismissal of the workman from service is illegal and unjustified and it was prayed to hold that the action of the management of Bhurungiya Project of M/s. BCCL in dismissing the workman from service w.e.f. 12.01.1995 is unjustified and he is legally entitled for reinstatement in service with continuity in his service with full back wages as well as other consequential benefits from 12.01.1995.

3. The case of the management as per the written statement filed on 02.01.2001 is that the present reference is not maintainable in law as well as facts. Sri Gobardhan Das was an employee of Bhurungiya Project and he absented from his duty unauthorizedly w.e.f. 28.07.1994 which amounts to misconduct. The concerned workman in the years 1991, 1992 and 1993 attended the office only on 114 days, 24 days and 96 days respectively. In 1994 till the date of 27.07.1994, his attendance is as follows:-

January, 1994	—	22 days
February, 1994	—	6 days
March & April, 1994	-	Nil
May, 1994	-	5 days
June, 1994	-	1 day
July, 1994	-	1 day.

Because of his frequent absenteeism and absenteeism from 27.07.1994 the concerned workman was issued charge sheet vide letter no. 1878, dated 26.11.1994 by the Project Officer, Bhurungiya Project for violating Clause 26.1.1 of the Certified Standing Order of the company applicable to him. The reply to the charge sheet by the concerned workman was not considered satisfactory and Sri Arjun Prasad, Sr. Personnel Manager was appointed to hold the enquiry but the concerned workman did not appear before the enquiry officer, so the enquiry was conducted Ex-parte and after completing his enquiry he submitted his report to the Project Officer, Bhurungiya holding the charges levelled against the workman concerned fully established. The enquiry was conducted according to the Rules of Natural Justice and with the approval of General Manager, the concerned workman was dismissed from the service of the company w.e.f. 12.01.1995 vide letter no. BP:CS:95:78, dated 13.01.1995 thereafter the General Secretary, Jharkhand Janta Mazdoor Union raised an industrial dispute vide letter dated 28.08.1996 before the Assistant Labour Commissioner (C), Dhanbad and the present reference is outcome of this dispute. By way of rejoinder it has been stated that the contents of Para-1 of the W/S of the workman are admitted being the terms of reference. The contents of Para-2 of the W/S are not denied. The contents of Para 3 to 9 of the W/S are matter of record and anything contrary to it is denied as baseless and false. It is also denied that the work of the concerned workman was satisfactory as he was frequently absent from his duty without permission. The contents of Para- 10 and 11 of the W/S are denied as baseless and false. The concerned workman did not intentionally participate in the enquiry and there was no violation of the principle of natural justice. The contents of Para 12 of the W/S are denied as baseless and false. The dismissal order was fully justified. In reply to the contents of Para 13 of the W/S it is stated that after his dismissal there was no question of reinstating him in his service. The contents of Para 14 of the W/S are matter of record. The contents of Para 15 of the W/S are legal point and that will be stated at the time of hearing. The contents of Para-16 of the W/S are admitted. In reply to the contents of Para 17 of the W/S it is stated that the dismissal of the concerned workman is fully legal and justified. Anything contained in the W/S of the workman not accepted by the management may be deemed to be denied. If this Court comes to the finding that the enquiry was not fair and proper, the management should be permitted to lead evidence to prove the same and at last it was prayed to pass the award holding the action of the management of Bhurungiya Project of M/s. BCCL in dismissing Sri Gobardhan Das from service is legal and justified and he is not entitled to any relief.

4. The workman has also filed rejoinder to the W/S of the employer on 01.03.2001 stating that the contents of Para 1 of the W/S of the employer is matter of record. The contents of Para 2 of the W/S is denied. It is incorrect to state that the workman absented from duty unauthorizedly since 28.07.1994. Due to ill health and not being in sound state of mind he absented from 28.07.1994 with proper reason in accordance with provisions of Certified Standing

Order of the company as he had informed the management regarding his absence. The alleged absence in the years 1991, 1992, 1993 and 1994 till July, the workman disputes to the same and the management be put to strict proof of the same. The employer has malafidely punished the workman by dismissing from service against the alleged absenteeism. He had submitted satisfactory explanation for his absence and the same was condoned and he was allowed on duty and the workman was not given any punishment and so the period of absence from 1991 can not be considered for the purpose of punishment. In reply to the contents of Para 4 of the W/S it is submitted that the workman had replied to the charge sheet dated 26.11.1994 but the same was not considered in its true spirit. The workman did not violate the terms of clause 26.1.1 of the Certified Standing Order of the company. The contents of Para 5 of the W/S are denied. The enquiry was conducted Ex-parte without giving opportunities of hearing to the workman. The notices were not served properly and it was served upon the workman after date of enquiry. The necessary documents were not considered in the enquiry proceedings. The charges were held proved malafidely. The contents of Para 6 are denied. The contents of Para 7 is admitted that the workman was dismissed. The contents of Para 8 of the W/S is admitted. The workman was not supplied copy of the enquiry report and enquiry proceeding prior to his dismissal and thus he was denied of opportunity to defend himself against severe punishment of dismissal and the principle of natural justice was violated. He was dismissed without being given any chance to reform. He should have been awarded minor punishment as provided in the Certified Standing Order. Rest of the paragraphs of WS of management being against the interest of the workman are denied and at last it was prayed to hold the dismissal of the workman is illegal and unjustified and reinstate the workman with all back wages and consequential benefit.

5. By filing petition dated 13.11.2020 the union has admitted the domestic enquiry as fair and proper and as per principle of natural justice and accordingly this tribunal also held that the domestic enquiry is fair and proper. It appears that therefore, no evidence has been adduced from the side of the union/workman.

6. On the other hand the management has examined MW-1, Arjun Prasad in support of his case.

7. By way of documentary evidence the management has adduced the following documents:-

Exhibit M-1- Copy of charge sheet dated 26.11.1994.

Exhibit M-2- Reply of Gobardhan Das dated 10.12.1994.

Exhibit M-3- Enquiry Notice dated 08.12.1994.

Exhibit M-4- Enquiry Proceeding.

Exhibit M-5- Enquiry Report dated 17.12.1994.

Exhibit M-6- Dismissal Order dated 12/13.01.1995.

Exhibit M-7- Recommendation for dismissal.

8. Heard both sides and perused the materials on record.

9. The Ld. Representative of the workman has submitted that he has already admitted the domestic enquiry against the workman as fair and proper but he has challenged the quantum of punishment because due to absence of the workman from duty he was issued charge sheet under clause 26.1.1 of the Certified Standing Order and he was given only 48 hours for filing explanation which indicates the minor penalty whereas the workman was imposed major penalty of dismissal which is arbitrary and disproportionate in view of his misconduct and prayed to set aside the same and reinstate the workman with full back wages and consequential benefits. It was further submitted that the workman died during the pendency of this reference on 30.06.2002 and thereafter his son Bipin Das was substituted in his place for the purpose of continuance of this case and his employment on compassionate basis.

10. On the other hand the Ld. Counsel for the management has submitted that the workman Gobardhan Das was employee of M/s. BCCL working in Bhurungiya Project as Minor Loader and he absented himself from duty on 28.07.94 without giving any information to the management and without taking leave and thereafter the management issued charge sheet on 26.11.1994 directing him to show cause for his misconduct as well as past similar incidents and then he filed reply of the same but the same was not found satisfactory thereafter enquiry officer was appointed and enquiry proceeding was held for which he was given notice but he did not appear before the enquiry officer and did not participate in the domestic enquiry intentionally and ultimately it was held Ex-parte and he was found guilty of the charges and the recommendation was made for his dismissal and ultimately in view of misconduct as well as past record he was dismissed from service vide order dated 12.01.1995. The enquiry was held as per the provisions of natural justice and the dismissal order is quite justified and proportionate and workman is not entitled for any relief as claimed.

11. **ISSUE**

(i) Whether the domestic enquiry was held fairly and properly?

(ii) Whether the action of the management of Bhurungiya Project of M/s. BCCL in dismissing from services Sri Gobardhan Das is legal & Justified? If not, to what relief is the workman entitled?

12. Now as regards the first issue, the representative of the workman has already admitted the domestic enquiry as fair and proper by filing written application dated 13.11.2020 and accordingly the same was allowed by this Tribunal and it was held that the domestic enquiry was fair and proper and therefore, this issue is decided accordingly.

13. Now as regards the 2nd issue, the management has adduced as many as 7 documentary evidence out of which Exhibit M-1 is the copy of Charge sheet dated 26.11.1994 issued against Sri Gobardhan Das, Loader by the Project Officer, Bhurungiya Project in which it was mentioned that as per the record of the company he had been absent since 28.07.1994 from his duty and it has also been found that he used to remain absent habitually without any cause and leave or permission from his duty and in the year 1991 he remained present only for 114 days, in the year 1992 he was present only for 94 days, in the year 1993 he was present only for 96 days and in the year 1994 he was present only for 22 days in January 1994, only for 6 days in February 1994, 00 days in March and April 1994, only 5 days in May 1994, only 1 day in June 1994 and only 1 day in July 1994 and it was stated that it comes within the purview of misconduct under clause 26.1.1 of the Certified Standing Order and he was given opportunities to submit explanation within 48 hours to the Project Officer. On perusal of Exhibit M-2 it transpires that after receiving the charge sheet the workman Gobardhan Das submitted his reply/explanation dated 10.12.1994 mentioning that he was haunted by evil spirit causing disbalance of his mental set up and after incantation he became mentally and physically sound and assured not to absent himself from duty in future and prayed to permit him to join after condoning that charge. Exhibit M-3 is notice of enquiry dated 08.12.1994 and on its perusal it transpires that Sri Arjun Prasad was appointed as Enquiry Officer to conduct enquiry in the charge sheet of Gobardhan Das and the date for appearance of the workman was fixed as 16.12.1994 at 11:00 A.M. in the office of the Dy. Manager and J.U. Khan was appointed as management representative and the workman was also requested to remain present with the witnesses and documentary evidences in his defence and he can also take assistance of co- worker if any during enquiry and he was asked to remain present on appointed date and time otherwise the enquiry proceeding would be started Ex-parte. Exhibit M-4 is the copy of enquiry proceeding and on its perusal it transpires that on 16.12.1994 the workman Gobardhan Das did not appear before the Enquiry Officer and in his absence the statement of the witnesses from the side of the management were recorded Ex-parte and during this proceeding the statement of Sri J.U. Khan, management representative, Sri A.N. Prasad, Clerk of the BCCL, Sri Markandey Upadhyay, Coal Clerk and Sri D. Kumar, Leave Sick Clerk were recorded. On perusal of the statement of these witnesses it transpires that they have deposed that the workman Gobardhan Das absented from his duty on 28.07.1994 without any information and permission of the management and in the past he remained present only for 22 days in the year January 1994, 6 days in February 1994, 00 days in March and April 1994, 5 days in May 1994 and 1 day each in June and July 1994 without any information and permission of the management and even after receiving the enquiry notice personally he did not appear and participate in the enquiry and thus he is habitual absentee. Exhibit M-5 is the enquiry report dated 17.12.1994 that has been prepared by the Enquiry Officer, Arjun Prasad after completion of the enquiry proceeding against the workman Gobardhan Das and in this enquiry report also he has mentioned that he was absent from work since 27.07.1994 and he did not appear even after receiving the enquiry notice nor participated in the enquiry proceeding and his past record regarding his absence without permission has also been described and ultimately it was found that the charges leveled against workman Gobardhan Das were proved and he was found guilty of misconduct. Exhibit M-7 is the recommendation dated 19.12.1994 given by the Project Officer for dismissal of the workman Gobardhan Das from the services of the company. Exhibit M-6 is the dismissal order dated 12/13.01.1995 that has been sent to Sri Gobardhan Das describing the entire charge sheet and domestic enquiry as well as the recommendation and on the basis of his past record for habitual and long absence he was dismissed from his service.

14. The Management has also examined MW1 Arjun Prasad who was appointed as enquiry officer to conduct enquiry in the charge sheet issued against the workman Gobardhan Das for his misconduct i.e. unauthorized absence from duty since 28.07.94 as well as his past similar records. He has proved the case of the management as well as the documents marked from Ext.M-1 to Ext.M-7 from the side of the management.

15. Thus, on the basis of the above discussions of the oral as well as documentary evidences adduced from the side of the management it is established that the workman Gobardhan Das is a habitual absentee and the management has been able to prove that on 28.07.1994 he remained absent without any leave and permission of the management and from his past record also it is evident that he has been present only for 22 days in January 1994, 6 days in February 1994, 00 days in March 1994, 00 days in April 1994, 5 days in May 1994 and 1 day each in June and July 1994 and thus it is proved that the workman is a habitual absentee.

16. In case of **Om Prakash Vs State of Punjab & Ors reported in (2011) 14 SCC 682**, the Hon'ble Supreme Court has been pleased to hold that habitual absentee without leave does not deserve any sympathy from the court.

17. Now as regards the contention of the learned representative of the workman that the dismissal of the workman Gobardhan Das from the services of the company is disproportionate in view of his misconduct, is not tenable in the eye of law because the Hon'ble Apex Court in case of **Maan Singh vs Union of India**, reported in **AIR 2003 supreme court 1800**, has been pleased to hold that habitual absenteeism without leave is sufficient to provide major punishment of dismissal.

18. Now as regards the contention of the Ld. Representative of the workman that the workman can not be imposed major penalty if charge sheet has been issued under clause 26.1.1 of Certified Standing Order of coal mining industry and the workman has been allowed only 48 hours to show cause which indicates minor penalty, though this is settled principle of law that a workman can not be punished for a charge not included in the charge sheet but if the past misconduct of the workman has been brought on record in the enquiry report, major punishment can be imposed in view of past and present repeated misconduct. In this regard, the Hon'ble Apex Court has been pleased to hold in case of **state of Punjab & Ors. Vs. Ex. C. Satpal Singh, Civil Appeal No. 312/2012 reported in INSC 1056** and delivered on 29.08.2025, that the "past misconduct cannot be the basis for punishment unless it is cited in the show-cause notice or inquiry report.

Here in the instant case on perusal of the case record it transpires that the past misconduct of the unauthorized absence of the workman Gobardhan Das has been very clearly mentioned in the Charge sheet (Ext.M-1) as well as in the enquiry report Exhibit (M-5) and therefore the contention of the Ld. Representative of the workman that the charge sheet was issued for minor punishment and therefore the major punishment cannot be imposed, is not legally tenable in the eye of law and considering the past misconduct as well as the present misconduct it is crystal clear that the workman is a habitual absentee for which the action of the management of Bhurungiya Project of M/s. BCCL in dismissing Sri Gobardhan Das from his service of the company vide order dated 12/13.01.1995 is held legal and justified and accordingly the workman is not entitled to any relief. So this issue is decided against the workman and the 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, 3 नवम्बर, 2025

का.आ. 1953.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 76/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-22012/77/2003-आई आर (सी.एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1953.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 76/2003**) of the **Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen** received by the Central Government on **31/10/2025**.

[No. L-20012/77/2003 – 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. 76/2003

Parties:

Employers in relation to the management of Kusunda Area

Of M/s. BCCL, Kusunda, Dhanbad.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 07/10/2025

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-20012/77/2003-IR(C-I) dated 18/08/2003 has been pleased to refer the following dispute between the employer i.e. management of Kusunda Area of M/s. BCCL and their workman through Secretary, Bihar Mines Lal Jhanda Mazdoor Union, Kusunda, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Kusunda Colliery under under Kusunda Area of M/s BCCL in dismissing Sri Bharat Bhuia from the services of the company w.e.f. 5.1.2001 is fair and justified? If not to what relief is the workman entitled ?”

2. On receiving order no. L-20012/77/2003-IR(C-I) dated 18/08/2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 76 of 2003 was registered on 6/13.10.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After 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 neither the workman nor the management appeared before this Tribunal. It transpires from the case record that both the parties failed to appear before the Tribunal since the year 2021 which shows that both the parties have lost their 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, 3 नवम्बर, 2025

का.आ. 1954.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को जामाडोबा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 03/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/127/2005-आई आर .(सी.एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1954.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I as shown in the Annexure, in the industrial dispute between the Management of TISCO Jamadoba. and their workmen received by the Central Government on 31/10/2025.

[No. L-20012/127/2005 – 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. 03/2006

Parties:

Employers in relation to the management of 6 & 7 Pits Colliery,
M/s. TISCO, Jamadoba, Dhanbad
AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma, Ld. Advocate

For the workman :- None.

State : Jharkhand.

Industry:-Coal

Dated 07/10/2025

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-20012/127/2005-IR(C-I) dated 03/12/2005 has been pleased to refer the following dispute between the employer i.e. management of 6 & 7 Pits Colliery M/s. TISCO, Jamadoba, Dhanbad and their workman through Organizing Secretary, Rashtriya Colliery Mazdoor Sangh, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the demand of the Rashtriya Colliery Mazdoor Sangh from the management of Tisco 6 & 7 Pits Colliery that Sh. Arjun Singh, Belt Chain operator may be paid arrears of difference of wage upon notional revision of the initial basic wage paid to the workman, for the period from 21.5.92 to 21.12.2002 justified? If so, to what relief is the workman entitled?”

2. On receiving order no. L-20012/127/2005-IR(C-I) dated 03/12/2005 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 03 of 2006 was registered on 02.01.2006 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 service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that since 29.04.2020 to 01.04.2022 workman/union failed to appear before this Tribunal. However Sri D.K. Verma, Ld. Advocate for the management appeared. Though on 09.06.2022, 19.07.2022 and 17.11.2022 Sri N.G. Arun, Representative for the workman/union appeared but thereafter he did not appear before this Tribunal.

4. On perusal of the entire case record it transpires that the workman/union never appeared before this Tribunal since 2023 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, 3 नवम्बर, 2025

का.आ. 1955.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एनएलसी इंडिया लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, भुवनेश्वर के पंचाट (सन्दर्भ संख्या 02/2023) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-22013/01/2025-आई आर .(सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1955.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.I.D. No. 02/2023** of the **Central Government Industrial Tribunal-cum-Labour Court,Bhubaneswar** as shown in the Annexure, in the industrial dispute between the Management of **NLC India Limitet** and their workmen, received by the Central Government on **31/10/2025**.

[No. L-22013/01/2025 – IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 02/2023

Filed under Section 2-A(2) of the I.D. Act

Date of Passing Order – 6th June, 2025

Between :-

Sri Sameer Dash,
S/o. Sri Manbodh Dash,
At./Vill. Talabira, Via – Rengali,
P.O. Khinda, P.S. Thelkoli,
Dist. Sambalpur – 768 212.

... Applicant-Workman.

(And)

1. Chief Executive/Project Director,
M/s., Talabira (Odisha) Mining Private Limited,
At./Po. Khinda, P.S. Thelkoli,
Dist. Sambalpur – 768 212.
2. Chief General Manager,
M/s. NLC India Limite,dTalabira II & III, Coal
Miknes Project, At./Po. Khinda,
P.S. Thelkoli, Dist. Sambalpur – 768 212.

... 1st Party-Managements.

Appearances:

Sri Sasanka Sahu, Advocate. ... For the
Applicant-Workman.
Sri Jyoti Patnaik, Advocate. ... For the Managements

ORDER

This is an application of applicant-workman filed under section 2-A(2) of the Industrial Disputes Act (herein-after referred as an “Act”).

2. The case of the 2nd party-workman in brief is as follows:-

That, the applicant workman is a resident of Village Talabira of Sambalpur District and the land of his family had been acquired by the Government of India for the use of the coal extraction by the Management No. 2 without

any compensation. After successive request of compensation by him the Management No. 2 had assured him employment and as he was a Diploma Holder he was deputed to undergo training at the Adani Skill Development Centre where he was being paid stipend @ Rs. 150/- per day. After completion of training he was placed under the Management No. 1 at Talabira. Initially he was retained as a Trainee for one year and thereafter he was confirmed in his service. While he was working as such, the Management No. 1 vide order dated 04.10.2022 had terminated his services on some false allegations.

The applicant-workman raised the dispute before the conciliation authorities to get his legitimate claim and on completion of statutory 45 days of conciliation proceeding the applicant-workman has filed statement of claim invoking amended act under section 2-A(2) of the I.D. Act for adjudication.

The 2nd party-workman has prayed to pass an award in his favour.

3. On the other hand, Management No. 1 has appeared and filed written statement rebutting the stand taken by the applicant-workmen.

The case of the 1st Party-management No. 1 is as follows:-

That the applicant workman was performing his duty as Junior Engineer in the Mining Operation Department under its establishment and that the nature of job was managerial and Supervisory for which he is not a workman within the meaning and definition of section 2(s) of the Industrial Disputes Act.

Further, the applicant-workman was appointed as Junior Engineer in the Mining Operation Department of its establishment on 19.03.2020. After joining in the establishment the conduct of the applicant workman was very rude, aggressive and indiscipline for which several complaints were received and he was cautioned for several times. In the mean-time the 2nd party- workman along with others had assaulted the Security Guard of the Management on 01.10.2022 and an FIR was registered as Thelkoli P.S. Case No. 0241/2022 under section 448, 506, 294, 336, 307/34 I.P.C. The said case is pending before the S.D.JM., Sambalpur. For the misconduct, misbehaviour and unruly activities of the applicant workman the Management No. 1 had decided to terminate his service with effect from 4.10.2022 and accordingly the applicant workman was terminated. The applicant-workman was paid an amount of Rs. 34,305/- including one month's salary as notice pay which was transferred in to his Bank Account.

The Management No. 1 has prayed to reject/dismiss the filed by the applicant-workman and to pass an order in their favour.

4. The Management No. 2 has not appeared so he has been set exparte.

5. However, during the course of adjudication, both the applicant- workman and the 1st Party-Managements have settled the present dispute out of court and filed original copy of their Memorandum of Settlement in Form – H containing certain terms & conditions as agreed between them in this dispute. Submitting their Memorandum of Settlement, both parties have prayed the Tribunal to close this case in terms of the settlement arrived at between them. The terms of Memorandum of Settlement executed between the applicant-workman Sri Sameer Dash and Sri Krishna Kant Dubey, Vice President, HR of the Managements are as under.

“1. That, considering the written request, Letter of apology dated 24.03.2025 of the 2nd party-workman stating therein that he has ashamed for the incident occurred on 01.10.2022 and apologized therefor with undertaking not to repeat such type of act/misbehaviour in future and his request to provide opportunity to serve the company again was considered by the Management liberally on humanitarian ground. Accordingly, it is agreed between the parties that the Management shall provide engagement/employment to the 2nd party workman afresh with effect from 15th July, 2025 in his previous position with the same salary drawn at the time of his termination but without any back wages The appointment/engagement of the 2nd party-workman would be a fresh appointment at the other side of the company, and the 2nd party-workman is agreed and accepts such proposal.

2. That, it is agreed between the parties that the 2nd party the workman Sri Sameer Dash shall not repeat any misconduct/misbehaviour and shall not be involved in any kind of indiscipline activities during his service period, outside or inside the campus of the company, and shall strictly follow the rules and regulations of the company so also law prevailing in the field.

3. That it is agreed that the 2nd party-workman shall not deviate any of the conditions in future pertaining to his employment/engagement failure of which will be considered as breach of terms & conditions, and shall result his termination.

4. The settlement is reached out of good will and volition of parties.”

6. Considering the facts and circumstance and the submissions of the stake holders of this case, the Tribunal is of the opinion that whatever dispute was existing between the applicant-Workman and the 1st Party-Managements, the same have already been settled and no further adjudication is required under the Act.

7. Hence this Order is passed in terms of the Memorandum of Settlement arrived at between the 2nd Party-Workman and the 1st Party-Management No. 1. The Memorandum of Settlement filed by the parties in this case forms part of the order.

8. This is the Order of this Tribunal.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 3 नवम्बर, 2025

का.आ. 1956.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 90/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/10/2025 को प्राप्त हुआ था।

[सं. एल-20012/31/2003-आई आर .(सी.एम-1)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 3rd November, 2025

S.O. 1956.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 90/2003**) of **the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL**. and **their workmen** received by the Central Government on **31/10/2025**

[No. L-20012/31/2003 – 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. 90/2003

Parties:

Employers in relation to the management of W.J. Area

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 15/10/2025

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-20012/31/2003 IR(C-I) dated 19/22.08.2003 has been pleased to refer the following dispute between the employer i.e. management of W.J. Area of M/s. BCCL, Dhanbad and their workman through Executive Chairman, Bihar Janta Khan Mazdoor Sangh, Moonidih, Dhanbad for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Captive Power Plant, Moonidih of M/s BCCL in not regularising Sri Rahis Ahmed Khan as Pay Loader Operator is fair and justified ? If not, to what relief is the concerned workman entitled and from what date?”

2. On receiving order no. L-20012/31/2003 IR(C-I) dated 19/22.08.2003 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 90 of 2003 was registered on 06.10.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 17.09.2021, registered notices were sent to both the parties but thereafter no step was taken from workman side. However Sri D.K. Verma, Advocate for the management appeared and filed his letter of authority and thereafter he remained present before this Tribunal but the union/workman did not appear before this Tribunal since beginning.

4. On perusal of the entire case record it transpires that the workman/union never appeared before this Tribunal for a period of 22 years 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, 4 नवम्बर, 2025

का.आ. 1957.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, पूर्वी दिल्ली नगर निगम (ईडीएमसी) और श्री मोहम्मद जुनैद दिल्ली, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- 79/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 42011/42/2022-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1957.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 79/2022) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commissioner, East Delhi Municipal Corporation (EDMC)** and **Shri Mohd. Junaid, Delhi**, workman.

[No. L-42011/42/2022-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR COURT-II, NEW DELHI

I.D. NO. 79/2022

Mohd. Junaid, S/o Mohd. Ikram,

Through- The General Secretary, Municipal Employees Union,
Aggarwal Bhawan, G.T. Road, Tis Hazari, Delhi-110054.

VERSUS

The Commissioner,

East Delhi Municipal Corporation,

Udyog Sadan, 2nd Floor, Plot No. 419,

Patparganj Industrial Area, Delhi-110092.

Present: Ms. S. Dey, Ld. AR for the claimant.

Sh. Rajiv Bhardwaj, Ld. AR for the management.

AWARD**31.07.2025**

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 and Employment, vide its Order No. **L-42011/42/2022-IR(DU)** dated 21.02.2022 has been pleased to refer the following dispute between the employer, that is the Management of East Delhi Municipal Corporation, Delhi and their workman for adjudication by this Tribunal, terms of which are as under:

“Whether demand of Municipal Employees Union vide letter dated 18.05.2019 to the management of East Delhi Municipal Corporation for regularization of the services of Mohd. Junaid S/o Mohd. Ikram on the post of Asst. Pump Driver (APD) with retrospective effect from the date of his initial appointment i.e. June, 1998 (instead of from 01.04.2006) and to pay him entire difference of the arrears of wages on the principle of Equal Pay for Equal Work from his initial joining along with all other consequential benefits, is proper, legal and justified? If yes, what relief is the disputant entitled to and what directions are necessary in this respect?”

After receiving the reference workman had filed the claim statement. W.S had been filed by the respondent. Rejoinder has also been filed by the AR of the workman.

During the course of proceedings, AR for the claimant has moved an application for passing ‘No Dispute Award’. It is submitted in the application that the claimant seeks to withdraw the present dispute due to personal difficulties, and as such prays for a ‘No Dispute Award’ to be passed by this tribunal.

In view of the above submission, ‘No Dispute Award’ is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. Record of this file is consigned to record room.

Date: 31.07.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 4 नवम्बर, 2025

का.आ. 1958.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारती एयरटेल लिमिटेड नई दिल्ली; एस.जी. कंस्ट्रक्शन नई दिल्ली और श्री मुकेश कुमार (आई.डी- 88/2022) और श्री पवन कुमार (आई.डी-88/2022) नई दिल्ली, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट(संदर्भ संख्या- 88/2022 & 89/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/215-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1958.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**ID No.88/2022 & ID No. 89/2022**) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Bharti Airtel Ltd., New Delhi; S.G. Construction New Delhi and Shri Mukesh Kumar (I.D- 88/2022) & Shri Pawan Kumar(I.D-89/2022) New Delhi**, workman.

[No. L-42025/07/2025/215-IR (DU)]

SALONI, Dy. Director

ANNEXURE

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM – LABOUR COURT-II,
NEW DELHI**

I.D. NO. 88/2022**Sh. Mukesh Kumar, S/o Sh. Ram Kishor,**

R/o- I-02-1041, Gali No. 24, Sangam Vihar, Delhi-110062.

Through-Universal Proutist Labour Federation,F-30/05, 1st Floor, Okhla Phase-II, New Delhi-110020.**I.D. NO. 89/2022****Sh. Pawan Kumar, S/o Sh. Charan Singh,****R/o-** Plot No. 01, ASF-01, Krishna Apartment,

Mayakunj Society, Avantika Main Road,

Ghaziabad, Uttar Pradesh-201002.

R/o- C-283/A, Pul Prahaladpur, New Delhi-110044.

Through-Universal Proutist Labour Federation,F-30/05, 1st Floor, Okhla Phase-II, New Delhi-110020.

VERSUS

1. Bharti Airtel Ltd.,

224 Okhla Industrial Estate, Phase-III, New Delhi-110066.

Also At: A-45, Mohan Co-operative, Mathura Road, Badarpur, New Delhi-110066.**2. S.G. Construction,**

Upper Ground Floor, A/01, H. No. 05,

Plot No. A-02, Khasra No. 608, Blok No.-A/01,

Chhatarpur, New Delhi-110074.

*Appearance:-**For Claimant: None for the claimants.**For Management: Sh. Hitesh Kumar Sharma, Ld. AR for management no.1***AWARD**

1 By this composite order, I shall dispose of these two applications of U/S 2A of the **Industrial Disputes Act (here in after referred as an 'Act')** filed by the different claimants against the same respondents, because of having the common respondents and same cause of action, these cases are taken together for their illegal termination. Claims of the workmen are that they have been serving the management-1 through management-2. Name and particular of their employment are given below-

List of Workmen

Name	Post	Dates of Joining	Dates of Termination	Last drawn Salary
Mukesh Kumar	Assistant Manager	12.03.2001	15.01.2018	35,000/-
Pawan Kumar	Site Engineer	02.04.2004	31.07.2019	27,500/-

2. They had been doing their work with diligently and honestly. Their service records are clean and they have not given any complaint so far. During the services, management never provided legal facilities like Minimum wages, Appointment letter, wages slip, leave book, attendance card, annual and festival holidays, ESI & PF etc. When the claimants demanded all the above mentioned legal benefits, the employer immediately became angry and in a spirit of revenge, claimants were illegally terminated by the management on 15.01.2018 and 31.07.2019 respectively. They had gone to the conciliation officer, but, no results were yielded. Hence, they have filed the present claims with the prayer that they be reinstated with full back wages.

3. W.S has been filed by the respondent-1, stating that workmen were the employee of M-2. Therefore, the present claims are not maintainable against the M-1 and are liable to be dismissed.

4. Management-2 has filed its WS, denying the averment made in the statement of claim. He submits that claim is liable to be dismissed.

5. Claimants were required to file their rejoinder, however, they have not appeared. Their right to file the rejoinder was struck off.

6. Now these matters are listed for framing of issues, however, neither the claimants nor their AR have been appearing since long.

7. In these circumstances, when claimants have not been appearing since long to substantiate their claims, it appears that they are not interested to peruse their cases. Hence, their claims are resulted into no dispute award. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. Records of these files are consigned to record room. A copy of this award is placed in each of the file.

Date- 28.07.2025

ATUL KUMAR GARG , Presiding Officer

नई दिल्ली, 4 नवम्बर, 2025

का.आ. 1959.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, होटल द अशोक, नई दिल्ली; मास मैनेजमेंट सर्विसेज प्राइवेट लिमिटेड, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री अरुण कुमार, नई दिल्ली, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या- 102/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42011/8/2019-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1959.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 102/2019) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Hotel The Ashok, New Delhi; Mass management Services Pvt.Ltd., New Delhi** and **Shri Arun Kumar, New Delhi**, workman.

[No. L-42011/8/2019-IR (DU)]

SALONI, Dy. Director

ANNEXURE

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

I.D. NO. 102/2019

Sh. Arun Kumar and Sh. Kailash Kumar, S/o Sh. Kanti Prasad,

Through-The General Secretary, Hotel Workers Union,

BTR Bhawan, 13-A, Rouse Avenue, New Delhi-110002.

Versus

1. **The General Manager, Hotel The Ashok,**

Diplomatic Enclave, Chankyapuri, New Delhi-110021.

2. **Mass Management Services Pvt. Ltd.,**

B-7, Ansal Chamber-II, 6, Bhikaji Cama Place,

New Delhi-110066.

Present: None for the claimants.

Sh. Pranav Gambhir, Ld. AR for the Management-1 (already ex-parte).

AWARD

28.07.2025

1. 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 and Employment, vide its Order No. **L-42011/8/2019-IR(DU)** dated 08.03.2019 has been pleased to refer the following dispute between the employer, that is the Management of Hotel The Ashok, Diplomatic Enclave and their workman for adjudication by this Tribunal, terms of which are as under:

“1. Whether the services of workmen Sh. Arun Kumar S/o Sh. Kanti Prasad and Sh. Kailash Kumar S/o Sh. Kanti Prasad were terminated in an illegal and unjustified manner? 2. If yes, whether the workmen Sh. Arun Kumar S/o Sh. Kanti Prasad and Sh. Kailash Kumar S/o Sh. Kanti Prasad are entitled for reinstatement with continuity of their services and all consequential benefits in the establishment of the Hotel Ashok through M/s Mass management services Pvt. Ltd. 3. What other relief, the above workmen are entitled to?”

After receiving the said reference, notices were issued to both the parties. Management no. 2 and the claimants had appeared. Claimants had filed the claim statement stating that they were continuously working with the principal employer Hotel The Ashok through Bogus & Shame Contractor no. 2 for more than 8 & 3 years respectively as Safai Karamchhari in House Keeping Department. They were illegally terminated by the managements in the year 2010 and 2014 respectively on the basis of false allegation and without conducted any domestic enquiry. They filed their grievances befoer the Delhi Commission for Safai Karamchharis, Karol Bagh, New Delhi on 22.06.2016 and requested to reinstate their services with continuity of services and full back wages. The commission heard the matter properly and passed an order in favour of the workmen on 15.11.2017 where the commission directed the respondent (Ashoka Hotel) to re-appoint the workmen and make payment of wages in accordance with Minimum Wages Act along with arrear of wages from the dates of their working in the society, however, management did not implemented to the said directions of the commission and then the commission transferred the case to office of the Chief Deputy Labour Commissioner (Central), Parliament Street, New Delhi-110001. The appropriate Central Government referred the said dispute for adjudication to the Central Government Industrial Tribunal-II, Delhi. Hence, they filed their present claim with the prayer that they be reinstated with full back wages.

2. Management no. 1 & 2 have been proceeded ex-parte vide order dated 30.10.2019.

3. Now, the matter is listed for filing of reply of the application under order 09 rule 07 of CPC for setting aside the ex-parte order dated 30.10.2019 filed by the management-1. However, neither the workmen nor their AR has been appearing since long to substantiate their claim.

4. In these circumstances, when the claimants have not been appearing since long, it appears that they are not interested in perusing their case. Hence, their claim stands dismissed. Reference is answered accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. Record of this file is consigned to record room.

Date: 28.07.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 4 नवम्बर, 2025

का.आ. 1960.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सचिव, भारतीय चार्टर्ड एकाउंटेंट्स संस्थान, नई दिल्ली, साइबेक्स सपोर्ट सर्विसेज प्राइवेट लिमिटेड, नई दिल्ली, एम-4 सॉल्यूशंस प्राइवेट लिमिटेड, गुरुग्राम और श्री शैलेन्द्र सिंह, दिल्ली, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट(संदर्भ संख्या- 324/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 42025/07/2025/213-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1960.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 324/2021) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Secretary, Institute of Chartered Accountants of India, New Delhi, Sybex Support Services Pvt.Ltd., New Delhi, M4 Solutions Pvt.Ltd., Gurugram and Shri Shailender Singh, Delhi, workman.**

[No. L-42025/07/2025/213-IR (DU)]

SALONI, Dy. Director

ANNEXURE

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

I.D. No. 324/2021**Sh. Shailender Singh, S/o Sh. Surender Singh,****R/o-** House No. 154, Pure Kinnar, P.S. Lala Pur,

Tehsil- Bara, District-Prayagraj, Uttar Pradesh-212107.

Versus

1. **The Secretary,**
Institute of Chartered Accountants of India,
ICAI Bhawan, Indraprastha Marg, New Delhi-110002.
2. **Sybex Support Services Pvt. Ltd.**
(Formerly Known as Sybex Computer System Pvt. Ltd.)
A-39, Basement, Dayanand Colony, Lajpat Nagar-IV,
New Delhi-110024.
3. **M4 Solutions Pvt. Ltd.**
SCO-33, Sector-15, Part-I,
Huda Market, Gurgaon-122001.

AWARD**28.07.2025**

This is an application **U/S 2A of the Industrial Disputes Act (here in after is referred as an Act)** filed by the claimant stating that he was working with the management as Peon w.e.f. 15.12.2015 and his last drawn salary was Rs. 18,462/- per month. He was sincere and hardworking. There has been no complaint against him during his tenure and received appreciations on several occasions from the management. His services were illegally terminated on 01.09.2019. He has stated in his claim that he had been regularly working in the premises of the management no. 1. His performances were reviewed at regular intervals by the officials of management no. 1 and his salary enhancements were recommended by the officials of management no. 1 and were approved by the higher echelon of the management no. 1. There is no meddling and no interference from the contractors during the tenure of the workman with the management no. 1. But for record purpose, the salaries of the workman were being shown to have been paid by the contractors. As such, a sham contract was created to deny the employer-employee relationship between management no. 1 and the workman. When he reported for his duty, he was informed by the contractor i.e. M-4 Solutions Pvt. Ltd. that his services were terminated w.e.f. 01.09.2019. He has gone to the conciliation, but, it was resulted into failure. Hence, he filed the present claim with the prayer that he be reinstated with full back wages.

Management no. 1 has filed its WS. They have denied the averment made in the statement of claim. They submitted that management no. 1 is a statutory body set up by an act of parliament namely the Chartered Accountants Act, 1949 to regulate the profession of Chartered Accountants under the ministry of corporate affairs, Government of India. They also submitted that claim is not maintainable and liable to be dismissed.

Management no. 2 has filed its W.S. stating that workman is totally misconceived, wrong and is not maintainable for the reasons because the workman voluntarily had already resigned the management on 19.06.2019 and had received his full and final settlement amount after amicably discussion with the management. They prayed that present claim filed by the claimant is being devoid of any merit and liable to be dismissed.

After completion of the pleadings vide order dated 27.02.2023, following issues have been framed i.e.:-

- (i) Whether the proceeding is maintainable.
- (ii) Whether there exist any employer and employee relationship between the claimant and the managements.
- (iii) Whether the service of the claimant was illegally terminated by the management or he had voluntarily resigned from service?
- (iv) To what relief the claimant is entitled to?
- (v) Which management is liable to grant the relief to the claimant and from which date?

During the course of proceedings, AR of the workman submitted that workman is not in touch with him since long.

In these circumstances, when the claimant is not interested in perusing his case, this Tribunal has no option but to dismiss his claim. Hence, his claim stands dismissed. Award is accordingly passed. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. Record of this file is consigned to record room.

Date: 28.07.2025

ATUL KUMAR GARG, Presiding Officer.

नई दिल्ली, 4 नवम्बर, 2025

का.आ. 1961.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सचिव, संस्कृति मंत्रालय, नई दिल्ली, महानिदेशक का कार्यालय, भारतीय पुरातत्व सर्वेक्षण, नई दिल्ली, उप अधीक्षक, पुरातत्व रसायनज्ञ, नई दिल्ली, विज्ञान निदेशक, उत्तराखंड और श्री भ्रम पाल (258/2021), श्री कैलाश कुमार (260/2021), श्री राजेंद्र सिंह (263/2021)। श्री टिंकू (265/2021) नई दिल्ली, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट (संदर्भ संख्या-258/2021, 260/2021, 263/2021, 265/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/216-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1961.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 258/2021, 260/2021, 263/2021, 265/2021) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Secretary, Ministry of Culture, New Delhi, O/o DG, Archaeological Survey of India, New Delhi, The Dy. Superintending, Archaeological Chemist, New Delhi, The Director of Science, Uttrakhand and Shri Bhram Pal (258/2021), Shri Kailash Kumar(260/2021), Shri Rajender Singh (263/2021), Shri Tinku (265/2021) New Delhi, workman.**

[No. L-42025/07/2025/216-IR (DU)]

SALONI, Dy. Director

ANNEXURE

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

I.D. No. 258/2021, 260/2021, 263/2021, 265/2021

Sh. Bhram Pal, Sh. Kailash Kumar, Sh. Rajender, and Sh. Tinku vs. Ministry of Culture and Ors.

I.D. no. 258/2021

Sh. Bhram Pal, S/o Sh. ShyamLal,

Through- BhartiyaMazdoorSangh,

5239- Ajmeri Gate, Delhi-110006.

I.D. no. 260/2021

Sh. Kailash Kumar, S/o Sh. Bhram Singh,

Through- BhartiyaMazdoorSangh,

5239- Ajmeri Gate, Delhi-110006.

I.D. no. 263/2021

Sh. Rajender Singh, S/o Sh. ShyamLal,

Through- BhartiyaMazdoorSangh,

5239- Ajmeri Gate, Delhi-110006.

I.D. no. 265/2021**Sh. Tinku, S/o Sh. Mangal Singh,**

Through- BhartiyaMazdoorSangh,

5239- Ajmeri Gate, Delhi-110006.

...Applicants/Claimants

Versus

1. **The Secretary, Ministry of Culture,**
ShastriBhawan, New Delhi-110001.
2. **O/o DG, Archaeological Survey of India,**
DhroharBhawan, 24-Tilak Marg, New Delhi-110001.
3. **The Dy. Superintending, Archaeological Chemist,**
Archaeological Survey of India,
Delhi Zone, LalQuila, Delhi-110006.
4. **The Director of Science,**
Archaeological Survey of India,
29, New Cantt. Road, Dehradun,
Dehradun, Uttarakhand, 248001.

...Management/respondent

Counsels:

For Applicant/ Claimant:

Sh. Ajit Kumar Singh, Ld. AR.

For Management/ Respondent:

*Sh. SahilAggarwal, Sh. Ritik and Ms. Ruby, Ld. ARs.***Award****17.07.2025**

By this Composite order, I shall dispose of four applications filed under section 2A of the Industrial Disputes Act (**herein after referred to as 'the Act'**) filed by the above-named claimants against the same respondents. Since these applications involve common respondents and same cause of action, these cases are being taken together for deciding the issue of maintainability under section 2A(3) of the Act which sets out the limitation for filing claims. Name and particulars of their employment are given below:

S. No.	Name of Workmen	Designation (Post)	Date of Joining	Date of Termination	Last Drawn Salary
1	Sh. Bhram Pal	Mali	01.11.2014	01.04.2016	Rs. 13538/-
2	Sh. Kailash Kumar	Mali	12.06.2015	31.03.2016	Rs. 9700/-
3	Sh. Rajender Singh	Mali	01.11.2014	31.03.2016	Rs. 9700/-
4	Sh. Tinku	Mali	18.06.2013	12.10.2016	Rs. 9700/-

The present applications have been filed under section 2A of the Act. The claimants were engaged by the management for several years and worked continuously without being given any appointment letter. Their work was regular and sincere, and they were never found guilty of any misconduct or non-attendance. Although they worked for long durations, even beyond 240 days in a year, the management did not give him legal benefits like ESI, PF, bonus, yearly leave, or revised minimum wages. The claimants raised these demands many times, including compliance with the office order dated 15.07.2015 that gave certain benefits to similar workers. However, instead of granting these, the management terminated them without any prior notice, charge-sheet, enquiry, or justified reason. Later, the same work was outsourced to private contractors who demanded illegal money from workers; the claimants refused and were thus not rehired. They sent a demand notice in April 2019 and also approached the Labour Commissioner, but the management didn't settle the issue. The matter was then referred for adjudication. The claimants allege that junior

workers were regularized while they were left out, violating Sections 25F and 25G of the Industrial Disputes Act. Since their termination, they remain unemployed and pray for reinstatement with full back wages and benefits.

In response, the management filed a written statement stating that Archaeological Survey of India (ASI) is a Central Government Department functioning under the Ministry of Culture, responsible for the preservation and conservation of ancient monuments and archaeological sites of national importance, as per the AMASAR Act, 1958, and associated rules. It discharges sovereign functions of the State, and by its nature, is not an industry, industrial establishment, or undertaking as per the Act. Consequently, IDA provisions are not applicable to the management or its daily wagers, casual laborers, and the present proceedings are not maintainable before this Tribunal.

It was further submitted that the management's Delhi Circle manages over 111 centrally protected monuments, requiring periodic, short-term maintenance and preservation activities. While it has sanctioned regular staff governed by CCS Rules and DoPT instructions, it occasionally engages casual laborers (like beldars, maalis, bhistis, masons, etc.) purely on a need basis, for short durations (typically 3 to 11 weeks), and wages are paid per Minimum Wages Act. These casual laborers are not part of any sanctioned posts, nor do they hold any right to regularization or parity with permanent staff. It was submitted that the applicants herein were engaged intermittently against seasonal or estimate-based work and were never appointed against any sanctioned or regular post. Their names do not figure in the alleged office order dated 15.07.2015, and no evidence exists to support any claim of continuous service or entitlement under the IDA. All engagements were strictly casual and non-continuous, in line with government instructions, particularly DoPT OM No. 49014/2/86-Estt. (C) dated 07.06.1988, and subsequent office memoranda dated 14.06.2016 and 26.07.2016, which directed strict compliance regarding engagement of casual labor. In light of these policies, the applicants were disengaged w.e.f. 01.04.2016.

With the implementation of the 6th Pay Commission, Group D posts were upgraded to Group C (MTS), and future recruitments to such posts are to be made only through the Staff Selection Commission. Therefore, any request for regularization or reinstatement is untenable in law. Moreover, all maintenance tasks at centrally protected monuments have since been outsourced under GFR Rule 197, further negating the scope of any continued or future engagement of casual laborers. The management relied upon the judgment of the Hon'ble Supreme Court's ruling in **State of Karnataka vs Uma Devi [(2006) 4 SCC 1]**, where it was held that casual workers cannot claim regularization or parity with regular employees. Lastly, the management prayed for dismissal of these claims.

After completion of pleadings, the following issues were framed for adjudication:

1. Whether the proceeding is maintainable?
2. Where there exists employer and employee relationship between the claimant and the management?
3. Whether the claimant was engaged as a casual worker in the site of the management?
4. Whether the service of the claimant was illegally terminated by the managements?
5. To what relief the claimant is entitled to and from which date?

During the pendency, an application under 11 (3) (b) of the Act was filed by the AR for the claimants, seeking direction to the managements for production of certain documents. At that time, this tribunal observed that these claim petitions were filed beyond the period of limitation prescribed under section 2A (3) of the Act.

Before we proceed further, it is necessary to produce the text of section 2A:

"2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute.- [(1)] where any employer discharges, dismisses, retrenches, or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.

(2) Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this act and all the provisions of this act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1).

A perusal of the aforesaid section clearly establishes that a dispute connected with or arising out of discharge, dismissal, retrenchment or otherwise termination of services of the workman can be directly agitated by workman Under section 2A of the act, and it is not necessary that such disputes should be sponsored by a trade union or a substantial number of workmen. However, what is required is that a workman who has been discharged, dismissed, retrenched or terminated as specified in sub-section (1) of section 2A can make an application directly to Labour Court or Tribunal for adjudication of his individual dispute after the expiry of 45 days from the date he has made an application to the conciliation officer of the appropriate government for conciliation of the dispute. Sub-section (3) of section 2A lay down the time limit for making such application to the Labour Court or Tribunal. It provides that such application to Labour Court or tribunal shall be made before expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of services as specified in sub-section-1. This right is available to the workman without affecting the remedy available under section 10 of the act.

Reading of section 2A (3) leads to an irresistible conclusion that time stipulated for invoking jurisdiction of the Labour Court or the Tribunal as the case maybe, has to be necessarily before the expiry of three years from date of discharge, dismissal, retrenchment or otherwise termination of services as specified in sub-section (1). It is mandatory, not directory.

Now, in the present cases, admittedly, the services of workmen were terminated in 2016 (Specific dates given in the table above). The failure of conciliation certificate was issued by the Assistant Labour commissioner (Central), New Delhi on 26.11.2020 and the claims were filed almost a year after receiving the failure certificate, i.e. on 09.11.2021 almost five years after their termination.

In view of the above discussion, all these four petitions are not maintainable in light of the specific bar of section 2A(3) of the Act. Hence, these claim petitions stand dismissed. The awards are accordingly passed. A copy of this award is placed in each of the files. A copy of this award is also sent to the appropriate government for notification as required under section 17 of the Act. These files are consigned to record room.

Dated 17.07.2025

ATUL KUMAR GARG Presiding Officer

नई दिल्ली, 4 नवम्बर, 2025

का.आ. 1962.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सचिव, भारतीय चार्टर्ड एकाउंटेंट्स संस्थान, नई दिल्ली, एमएफओआई/रानस्टेड मैनेजमेंट कंसल्टेंट प्राइवेट लिमिटेड, गुडगांव, बेदी एंड बेदी एसोसिएट्स, दिल्ली, क्रक्स मैनेजमेंट सर्विसेज प्राइवेट लिमिटेड, हैदराबाद, साइबेक्स सपोर्ट सर्विसेज प्राइवेट लिमिटेड, नई दिल्ली, एम4 सॉल्यूशंस प्राइवेट लिमिटेड, गुडगांव और श्री अनिल, नई दिल्ली, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-II नई दिल्ली पंचाट(संदर्भ संख्या- 06/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/214-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1962.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 06/2023) of the **Central Government Industrial Tribunal cum Labour Court – II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Secretary, Institute of Chartered Accountants of India, New Delhi, MAFOI/Ranstad Management Consultant Pvt. Ltd., Gurgaon, Bedi & Bedi Associates, Delhi, CRUX Management Services Pvt. Ltd., Hyderabad, Sybex Support Services Pvt. Ltd., New Delhi, M4 Solutions Pvt. Ltd., Gurgaon and Shri Anil, New Delhi, workman.**

[No. L-42025/07/2025/214-IR (DU)]

SALONI, Dy. Director

ANNEXURE

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

I.D. No. 06/2023

Sh. Anil, S/o Sh. Prakash Chand,

R/o- House No. D-27/12, East Gokulpur, Delhi-110094.

Versus

1. The Secretary,**Institute of Chartered Accountants of India,**

ICAI Bhawan, Indraprastha Marg, New Delhi-110002.

2. MAFOI/Ranstad Management Consultant Pvt. Ltd.,Building No. 09, Tower-A, 2nd Floor, DLF Cybercity,

Gurgaon-122002.

3. Bedi & Bedi Associates,F-34, 1st Floor, Desh Bandhu Gupta Market,

Karol Bagh, Delhi-110005.

4. CRUX Management Services Pvt. Ltd.,No. 410, Life Style Building, 4th Floor,

My Home Tycoon, Kundan-Bagh, Begumpet,

Hyderabad-500106.

5. Sybex Support Services Pvt. Ltd.

(Formerly Known as Sybex Computer System Pvt. Ltd.)

A-39, Basement, Dayanand Colony, Lajpat Nagar-IV,

New Delhi-110024.

6. M4 Solutions Pvt. Ltd.

SCO-33, Sector-15, Part-I,

Huda Market, Gurgaon-122001.

AWARD**22.07.2025**

This is an application U/S 2A of the Industrial Disputes Act (here in after is referred as an Act) filed by the claimant stating that he was working with the management as Peon w.e.f. 16.11.2011 and his last drawn salary was Rs. 18,462/- per month. He was sincere and hardworking. There has been no complaint against him during his tenure and received appreciations on several occasions from the management. His services were illegally terminated on 01.09.2019. He has stated in his claim that he had been regularly working in the premises of the management no. 1. His performances were reviewed at regular intervals by the officials of management no. 1 and his salary enhancements were recommended by the officials of management no. 1 and were approved by the higher echelon of the management no. 1. There is no meddling and no interference from the contractors during the tenure of the workman with the management no. 1. But for record purpose, the salaries of the workman were being shown to have been paid by the contractors. As such, a sham contract was created to deny the employer-employee relationship between management no. 1 and the workman. When he reported for his duty, he was informed by the contractor i.e. M-4 Solutions Pvt. Ltd. that his services were terminated w.e.f. 01.09.2019. He has gone to the conciliation, but, it was resulted into failure. Hence, he filed the present claim with the prayer that he be reinstated with full back wages.

Management no. 1 has filed its WS. They have denied the averment made in the statement of claim. They submitted that management no. 1 is a statutory body set up by an act of parliament namely the Chartered Accountants Act, 1949 to regulate the profession of Chartered Accountants under the ministry of corporate affairs, Government of India. They also submitted that claim is not maintainable and liable to be dismissed.

Management no. 2, 4, 5 & 6 were already proceeded ex-parte vide order dated 13.03.2024.

After completion of the pleadings vide order dated 16.05.2024, following issues have been framed i.e.:-

- (i) Whether there exist any employee and employer relationship between workman and management no. 1.
- (ii) Whether services of workman is terminated illegally and is unjustifiable and by whom. (OPW)
- (iii) Relief, if any.

Now, the matter is listed for filing of affidavit of evidence of the workman. AR for the workman submitted that workman is not in touch with him since long.

In these circumstances, when the claimant is not interested in perusing his case, this Tribunal has no option but to dismiss his claim. Hence, his claim stands dismissed. Award is accordingly passed. A copy of this award is sent to appropriate government for notification under section 17 of the I.D. Act. Record of this file is consigned to record room.

Date: 22.07.2025

ATUL KUMAR GARG, Presiding Officer.

नई दिल्ली, 4 नवम्बर, 2025

का.आ. 1963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य महाप्रबंधक, मेसर्स नेशनल फर्टिलाइजर्स लिमिटेड, विजयपुर, जिला गुना, मध्य प्रदेश, मै. वृजेश एजेंसियां, गुना, मध्य प्रदेश, और महासचिव, राष्ट्रीय उर्वरक मजदूर संघ, (सीटू), सीटू पदाधिकारी, डाक बंगला के पीछे, गुना कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या- 18/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42011/380/2022-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1963.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2023) 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 Chief General Manager, M/s National Fertilizers Ltd. Vijaipur, Distt. Guna, Madhya Pradesh, M/s. Vrajesh Agencies, Guna, Madhya Pradesh, and General Secretary, National Fertilizers Mazdoor Union, (CITU), CITU Officer, Behind Dak Bangla, Guna workman.**

[No. L-42011/380/2022-IR (DU)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/18/2023

Present: P.K.Srivastava

H.J.S.(Retd.)

General Secretary, National Fertilizers

Mazdoor Union, (CITU), CITU Officer,

Behind Dak Bangla, Guna (M.P.) - 473001

Workman

Vs

- 1. The Chief General Manager,
M/s National Fertilizers Ltd. Vijaipur,
Distt. Guna (M.P.) – 473111**
- 2. M/s. Vrajesh Agencies,
A-87, NFL, Township, National
Fertilizers Ltd. Vijaipur, Distt. Guna (M.P.) - 473111**

Management

(JUDGMENT)**(Passed on this 11th day of September - 2025)**

As per letter dated 22/02/2023 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-42011/380/2022-(IR(DU))** dt. 22/02/2023. The dispute under reference relates to:

“क्या राष्ट्रीय उर्वरक मजदूर संघ (सीटू), विजयपुर, गुना का पत्र दिनांक 03.04.2019 द्वारा नेशनल फर्टिलाइज़र लिमिटेड, विजयपुर, गुना के तहत मैसर्स व्रजेश एजेंसियों, विजयपुर (ठेकेदार) के प्रबंधन को 18 से 20% की दर से बोनस का भुगतान करने का दावा उचित, कानूनी और न्यायसंगत है? यदि हां, तो वादी किस अनुतोष का हकदार है और इस मामले में कौन-सा निदेश, यदि कोई हो, आवश्यक है?”

After registering the cases on the basis of reference the notices were issued to the parties.

The case of the Workman Union is that, the members of the Union are contract workers working under Management and receiving wages from the Contractor M/s Vrajesh Agencies. On 17.11.2003, a meeting was held between the Union and the Management including Chairman of Contractor wherein it was agreed that, the contractor shall pay bonus @10% of the wages for the year 2003-04. Similar contracts entered into in 2005-06, 2007, 2011, 2012, 2016, 2013 between the Union and the Contractor and consistently the Contractor agreed to pay bonus @10% to 18% in different years. The Contractor did not pay the revised bonus in spite of settlement, the Union raised a dispute by way of representation dated 03.04.2019 claiming bonuses for its member from 01.03.2018 to 03.08.2018 @ 40%, after failure of conciliation, this reference.

None appeared from the side of Management of M/s National Fertilizer or M/s Contractor M/s Vrajesh Agency hence reference proceeded ex-parte against them.

In evidence, the Workman Union has filed affidavit of its secretary which had corroborated different agreement in original vide letters dated 19.05.2025. I have heard ex-parte argument of Learned Counsel for the Workman Union Mr. Subbodh Agrawal and have gone through the record.

The allegations in the statement of claim have been detailed earlier. They are corroborated by the uncorroborated affidavit of the Workman Union, supported by different settlements as mentioned above. Hence, holding that, Workman has successfully proved his claim, the reference deserves to be answered against the Contractor M/s Vrajesh Agency.

AWARD

Holding the claim of the Workman Union seeking 18% bonus from the contractor M/s Vrajesh Agencies for the period 01.03.2018 to 03.08.2018 is held just and legal and the contractor is held under obligation to pay the amount with interest @6% per annum from the date of Award till payment.

No order as to cost.

DATE:- 11/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 नवम्बर, 2025

का.आ. 1964.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षण पुरातत्व रसायनज्ञ, भारतीय पुरातत्व सर्वेक्षण, इंदौर, संरक्षक सहायक, भारतीय पुरातत्व सर्वेक्षण, छतरपुर और श्री परशुराम रायकवार, जबलपुर कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या- 32/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 42011/207/2018-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1964.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2019) 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 Superintendence Archaeological Chemist, Indian Archaeological Survey, Indore; Conservative Assistant, Indian Archaeological Survey, Chattarpur and Shri Parsuram Raikwar, Jabalpur workman.

[No. L-42011/207/2018-IR (DU)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/32/2019

Present: P.K.Srivastava

H.J.S.(Retd.)

1. Shri Parsuram Raikwar,
S/o Lt. Harcharan Raikwar & 6 others,
R/o Choubey Colony,
Shankargarh Ward No. 4, Khujraho,
Distt. Chhatarpur (M.P.) - 471001

Workmen

Vs

1. Superintendence Archaeological Chemist,
Indian Archaeological Survey,
O/o Superintendence Archaeological Chemist,
Science Branch Indore Section,
A-Wing, 1st Floor, CGO Bhawan, AB Road,
Indore (MP)- 452001
2. Conservative Assistant (Chemistry Branch)
Indian Archaeological Survey,
Sub-Division, Khujraho
Distt. Chattarpur (M.P.)- 471001

Management

(JUDGMENT)

(Passed on this 10th day of September- 2025)

As per letter dated 31/01/2019 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-42011/207/2018 (IR(DU) dt. 31/01/2019. The dispute under reference relates to:

“क्या संरक्षण सहायक (रसायन शाखा) भारतीय पुरातत्व सर्वेक्षण, उप मण्डल, खजुराहो जिला छतरपुर म०प्र० / अधीक्षण पुरातत्व रसायनज्ञ, भारतीय पुरातत्व सर्वेक्षण, कार्यालय अधीक्षण पुरातत्व रसायनज्ञ, विज्ञान शाखा इन्दौर संभाग, इंदौर म०प्र० के प्रबंधन द्वारा (1) श्री परशुराम रैकवार आत्मज स्व. हरचरण रैकवार (2) रमेश रैकवार आत्मज महादेव रैकवार (3) दीपक रैकवार आत्मज स्व. लालजू रैकवार (4) लखनलाल कुशवाहा आत्मज स्व. बंदी कुशवाहा (5) हरि रैकवार आत्मज स्व. लक्ष्मण रैकवार (6) गौरीशंकर रैकवार आत्मज गया प्रसाद रैकवार एवं (7) प्रमोद सिंह राय आत्मज श्री प्रभुदयाल राय, दैनिक वेतन भोगी श्रमिक के रूप में वर्ष 1993 से 18.3.2017 तक की अवधि के मध्य कार्य पर रखने पश्चात उनकी सेवाएं दिनांक 18.3.2017 से समाप्त किये जाने की कार्यवाही न्यायोचित है? यदि नहीं तो, संबंधित आवेदकगण किस अनुतोष के हकदार हैं?”

After registering the case on the basis of reference, notices were issued to the parties. They appeared and filed their respective statement of claim in defense.

Case of the applicant/workmen, is that the workman No. 1 was appointed in 2007, workman No. 2 was appointed in 1993, workman No. 3 was appointed in 1998, workman No. 4 was appointed in 1998, workman No. 5 was appointed in 1993, workman No. 6 was appointed in 1997 and workman No. 7 was appointed in 1999, by the management to work on their site in maintenance work and have continuously worked since the date of their first appointment/engagement till 18.03.2017, when they were disengaged by management without any notice or compensation. The management is an industry, the applicants are workman and the dispute is an Industrial dispute.

According to the workman, this action of management amounts to retrenchment as defined under the Act and is in violation of Section 25-F, 25-G, 25-H and 25-M of the **Industrial Disputes Act, 1947** (in short the '**Act**') also it is in violation of Rule 77 and Rule 78 of **The Industrial Disputes (Central) Rules, 1957** (in short the '**Rules**') and is Unfair Labour Practice adopted by management which is unjust, illegal and arbitrary.

It has been prayed that holding the action of management in disengaging the workman is against law, they be held entitled to be reinstated with all back wages and consequential benefits.

The management has taken a case that firstly, they are neither Factory nor Industrial Establishment as defined under **Section 2(m) of The Factories Act, 1948 & Industrial Disputes Act, 1947**, hence this dispute is not cognizable by this Tribunal.

They have further pleaded that these workmen have been engaged by them to work on their sites on daily basis as and when required and have been paid for it. They have not been recruited by management against any sanctioned vacancy, hence their disengagement is perfectly legal and proper.

The management has requested that the reference be answered against the workman.

In evidence, all the seven workmen have filed their affidavits as their Examination-in-chief, they have been examined by management.

The workmen side had filed an Application seeking production of documents relating to their engagement from management details mentioned in the application. This application has been allowed after hearing vide order dated 18.02.2025. Management has filed documents Ex-M/1 to M/25.

Management has filed affidavit of its witness as her Examination-in-chief. She has been examined by the workmen side.

I have heard argument of Learned Counsel for the workmen Mr. K.B. Singh and Mr. Sandeep Kumar Shukla, Learned Counsel for the Management. The workmen side has filed written submission also which is on record. I have gone through the record as well the written submission in light of the arguments.

On perusal of record in light of rival arguments, following issue comes up for determination.

- a. **Whether the management of ASI is Industry as defined under the Act?**
- b. **Whether the workmen have successfully proved their continuous engagement as defined under section 25-B of the Act?**
- c. **Whether the action of management in disengaging the workmen is in violation of section 25-F, 25-G, 25-H and 25-M of the Act and Rule 77 & Rule 78 and also whether the management has adopted Unfair Labour Practice in the case in hand?**
- d. **Relief if any, to which the workmen may be entitled?**

Issue No. 1:-

Before proceeding, Section 2(s), 2(j), 2(o) & 2(k) of the Act are being reproduced as follows:-

2(j) "industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen;

2(k) "industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;

The management witness has stated that the department is not an Industrial Establishment under the Act, it is not a Factory as defined under **The Factories Act, 1948**, she further states that it is not a profitable organization. In her cross-examination, she has pleaded ignorance whether the department charged any fees from the visitors and states that the department charges fees from visitors on some monuments at Khajuraho. Section 25(k) and 25 (l) of the Act are being reproduced as follows:-

CHAPTER VB**SPECIAL PROVISIONS RELATING TO LAY-OFF, RETRENCHMENT AND CLOSURE IN CERTAIN ESTABLISHMENTS**

25K. Application of Chapter VB.—(1) The provisions of this Chapter shall apply to an industrial establishment not being an establishment of a seasonal character or in which work is performed only intermittently in which not less than one hundred workmen were employed on an average per working day for the preceding twelve months.

(2) If a question arises whether an industrial establishment is of a seasonal character or whether work is performed therein only intermittently, the decision of the appropriate Government thereon shall be final.

25L. Definitions.—For the purposes of this Chapter,—

(a) “industrial establishment” means—

- (i) a factory as defined in clause (m) of section 2 of the Factories Act, 1948 (63 of 1948);
- (ii) a mine as defined in clause (j) of sub-section (1) of section 2 of the Mines Act, 1952; or
- (iii) a plantation as defined in clause (f) of section 2 of the Plantations Labour Act, 1951

(b) notwithstanding anything contained in sub-clause (ii) of clause (a) of section 2,—

(i) in relation to any company in which not less than fifty-one per cent. of the paid-up share capital is held by the Central Government, or

(ii) in relation to any corporation [not being a corporation referred to in sub-clause (i) of clause (a) of section 2 established by or under any law made by Parliament, the Central Government shall be the appropriate Government.

Chapter V-B applies on fulfillment of certain conditions one of which is that the Industrial establishment, should have employed not less than 1000 workmen on an average per working day. It is not the case of management that they have employed one hundred or more drivers on an average per day. Hence, the case in hand will be covered under Chapter V-A of the Act and not under Chapter V-B of the Act. On the basis of above discussion, this argument from management is held misconceived and is not accepted.

The reference of *Seven Judges Judgment of Hon'ble Supreme Court in the case of Bangalore Water Supply and Sewerage Board vs. A. Rajappa & Others (1978) 2 SCC 213*, requires to be taken here. The relevant photocopies of the judgment are being reproduced as follows:-

“140. ‘Industry’, as defined in Section 2(j) and explained in *Banerji*, has a wide import.

“(a) Where (i) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss e.g. making, on a large scale *prasad* or food), prima facie, there is an ‘industry’ in that enterprise.

(b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.

(c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.

(d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.”

141. Although Section 2(j) uses words of the widest amplitude in its two limbs, their meaning cannot be magnified to overreach itself.

“(a) ‘Undertaking’ must suffer a contextual and associational shrinkage as explained in *Banerji* and in this judgment; so also, service, calling and the like. This yields the inference that all organized activity possessing the triple elements in I, although not trade or business, may still be ‘industry’ provided *the nature of the activity*, viz. the employer-employee basis, bears resemblance to what we find in trade or business. This takes into the fold of ‘industry’ undertakings, callings and services, adventures ‘analogous to the *carrying* on the trade or business’. All features, other than the methodology of carrying on the activity viz. in organizing the co-operation between employer and employee, may be dissimilar. It does not matter, if on the employment terms there is analogy.”

142. Application of these guidelines should not stop short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for or resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial disputes between employer and workmen, the range off this statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more.

“(a) The consequences are (i) professions, (ii) clubs, (iii) educational institutions, (iv) co-operatives, (v) research institutes, (vi) charitable projects, and (vii) other kindred adventures, if they fulfil the triple tests listed in I, cannot be exempted from the scope of Section 2(j).

(b) A restricted category of professions, clubs, co-operatives and even *gurukulas* and little research labs, may qualify for exemption if, in simple ventures, substantially and, going by the dominant nature criterion, substantively, no employees are entertained but in minimal matters, marginal employees are hired without destroying the non-employee character of the unit.

(c) If, in a pious or altruistic mission many employ themselves, free or for small honoraria or like return, mainly drawn by sharing in the purpose or cause, such as lawyers volunteering to run a free legal services clinic or doctors serving in their spare hours in a free medical centre or *ashramites* working at the bidding of the holiness, divinity or like central personality, and the services are supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship, then, the institution is not an industry even if stray servants, manual or technical, are hired. Such eleemosynary or like undertakings alone are exempt — not other generosity, compassion, developmental passion or project.”

143. The dominant nature test:

“(a) Where a complex of activities, some of which qualify for exemption, others not, involves employees on the total undertaking, some of whom are not ‘workmen’ as in the *University of Delhi case* [*University of Delhi v. Ramlfath*, (1964) 2 SCR 703 : AIR 1963 SC 1873 : (1963) 2 Lab LJ 335] or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the *Corporation of Nagpur* will be the true test. The whole undertaking will be ‘industry’ although those who are not ‘workmen’ by definition may not benefit by the status.

(b) Notwithstanding the previous clauses, sovereign functions, strictly understood, (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by government or statutory bodies.

(c) Even in departments discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within Section 2(j).

(d) Constitutional and competently enacted legislative provisions may well remove from the scope of the Act categories which otherwise may be covered thereby.”

179. One of the exceptions carved out by the Court is in favour of activities undertaken by the Government in the exercise of its inalienable functions under the Constitution, call it regal, sovereign or by any other name. I see no justification for excepting these categories of public utility activities from the definition of “industry”. If it be true that one must have regard to the nature of the activity and not to who engages in it, it seems to me beside the point to enquire whether the activity is undertaken by the State, and further, if so, whether it is undertaken in fulfilment of the State's constitutional obligations or in discharge of its constitutional functions. In fact, to concede the benefit of an exception to the State's activities which are in the nature of sovereign functions is really to have regard not so much to the nature of the activity as to the consideration who engages in that activity; for, sovereign functions can only be discharged by the State and not by a private person. If the State's inalienable functions are excepted from the sweep of the definition contained in Section 2(j), one shall have unwittingly rejected the fundamental test that it is the nature of the activity which ought to determine whether the activity is an industry. Indeed, in this respect, it should make no difference whether, on the one hand, an activity is undertaken by a corporate body in the discharge of its statutory functions or, on the other, by the State itself in the exercise of its inalienable functions. If the water supply and sewerage schemes or fire fighting establishments run by a Municipality can be industries, so ought to be the manufacture of coins and currency, arms and ammunition and the winning of oil and uranium. The fact that these latter kinds of activities are, or can only be, undertaken by the State does not furnish any answer to the question whether these activities are industries. When undertaken by a private individual they are industries. Therefore, when undertaken by the State, they are industries. The nature of the activity is the determining factor and that does not change according to who undertakes it. Items 8, 11, 12, 17 and 18 of the First Schedule read with Section 2(n)(vi) of the Industrial Disputes Act render support to this view. These provisions which were described in *Hospital Mazdoor Sabha* as “very significant” at least show that, conceivably, a defence establishment, a mint or a security press can be an industry even though these activities are, ought to be and can only be undertaken by the State in the discharge of its constitutional obligations or functions. The State does not trade when it prints a currency note or strikes a coin. And yet, considering the nature of the activity, it is engaged in an industry when it does so.

180. That lends to the consideration whether charitable enterprises can at all be industries. Viewing the problem from the angle from which one must, according to me, view the State's inalienable functions, it seems to me to follow logically that a systematic activity which is organised or arranged in a manner in which trade or business is generally organised or arranged would be an industry despite the fact that it proceeds from charitable motives. It is the nature of the activity that one has to consider and it is upon the application of that test that the State's inalienable functions fall within the definition of “industry”. The very same principle must yield the result that just as the consideration as to who conducts an activity is irrelevant for determining whether the activity is an industry, so is the fact that the activity is charitable in nature or is undertaken with a charitable motive. The status or capacity, corporate or constitutional, of the employer would have, if at all, closer nexus, than his motive, with the question whether the activity is an industry. And yet that circumstance, according to me, cannot affect the decision of the question. The motive which propels an

activity is yet another step removed and, ex hypothesi, can have no relevance on the question as to what is the nature of the activity. It is never true to say that the nature of an activity is charitable. The subjective motive force of an activity can be charity but for the purpose of deciding whether an activity is an industry, one has to look at the process involved in the activity, objectively. The argument that he who does charity is not doing trade or business misses the point because the true test is whether the activity, considered objectively, is organised or arranged in a manner in which trade or business is normally organised or arranged. If so, the activity would be an industry no matter whether the employer is actuated by charitable motives in undertaking it. The jural foundation of any attempt to except charitable enterprises from the scope of the definition can only be that such enterprises are not undertaken for profit. But then that, clearly, is to introduce the profit-concept by a side wind, a concept which, I suppose, has been rejected consistently over the years. If any principle can be said to be settled law in this vexed field it is this: the twin consideration of profit motive and capital investment is irrelevant for determining whether an activity is an industry. Therefore, activities which are dominated by charitable motives, either in the sense that they involve the rendering of free or near-free services or in the sense that the profits which they yield are diverted to charitable purposes, are not beyond the pale of the definition in Section 2(j). It is as much beside the point to inquire who is the employer as it is to inquire why is the activity undertaken and what the employer does with his profits, if any."

Applying the settled proposition of law as laid down in the above referred judgment, the department of Archeological Survey of India, is held to be an Industry as defined under section 2(j) of the Act.

Issue No. 1 is answered accordingly.

Issue No. 2

"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*
- (iv) *who, being employed in a supervisory capacity, draws wages exceeding 3 [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.*

2 (oo) 'retrenchment' means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (v) (a) *voluntary retirement of the workman; or*
- (vi) (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*
- (vii) (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*
- (viii) (c) *termination of the service of a workman on the ground of continued ill-health;"*

The burden to prove this issue is on the workmen side of the seven workmen for corroborating their case as taken by them in their statement of claim detailed earlier in their affidavits as their Examination-in-chief. In their cross-examination by management they have admitted that they worked as daily casual labour, they were never issued any formal appointment letter also they have denied that they have not worked for 240 days in a year rather have asserted that they have worked for 240 days and more in every year till the date of their disengagement and have also stated in cross-examination that their work was of cleaning of the temples by chemicals which is still being taken by management by engaging other persons at the site.

On the other hand, the management witness has stated that the work of chemical conservation and preservation of sites as taken by engaging labourers on daily wages basis on first come first serve basis, they are not regularly appointed. It is non-continuous in nature rather it is temporary, seasonal and intermittent, hence there is no question of engagement of any worker for this purpose for 240 days in any year. In her cross-examination, she has stated that she has been working in the department since August, 2015. The applicants used to clean the monuments at

Khajuraho site of the department in the Scientific Conservation & Preservation Department used different types of chemicals, this work is still going on or not, she cannot tell because at present this site is under Raipur Circle.

She further states that her statement that these workers did not work for 240 days in a year is based on the fact that the project for cleaning is for short period, thereafter, she states in her cross-examination that infact she cannot tell as to how many days these workmen worked in a year.

The documents Ex-M/1 to M/25 corroborating the case of the workmen that they have been engaged in the work and have worked with the management for 240 days in a year since there is engagement till disengagement. Hence, holding that the workmen have successfully proved their continuous engagement as defined under the Act, **issue No. 2 is answered in favour of the workmen.**

Issue No. 3.

This issue is twofold, *first* is legality of their disengagement and *second* is adopting Unfair Labour Practice by management by way of engaging the workmen as Badli/Contract workers since 1993 till date.

Section 25-F, 25-G, 25-H and 25-M of the Act are being reproduced herein under:-

“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.

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.

25H. Re-employment of retrenched workmen.—Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2 [to the retrenched workmen who are citizens of India to offer themselves for reemployment and such retrenched workman] who offer themselves for re-employment shall have preference over other persons.

& Rule 77 & Rule 78 are being reproduced herein under:-

77. Maintenance of seniority list of workmen.—The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen.—

(1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered thereof, to the address given by him at the time of retrenchment or at any time thereafter:

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior-most retrenched workmen in the list referred to in rule 77 the number of such senior-most workmen being double the number of such vacancies:

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to

him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.

(2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule:

Provided that the provisions of this sub-rule need not be complied with by the employer in any case where intimation is sent to every one of the workmen mentioned in the list prepared under rule 77."

Undisputedly, these workmen were disengaged by management without notice or compensation or any permission from Appropriate Authority, hence action of management in disengaging these workmen is held in violation of Section 25-F and 25-G of the Act.

Unfair Labour Practice has been defined under the Act, which is as follows:-

"2(ra) "unfair labour practice" means any of the practices specified in the Fifth Schedule;

THE FIFTH SCHEDULE See section 2(ra) UNFAIR LABOUR PRACTICES I.—On the part of employers and trade unions of employers

1. To interfere with, restrain from, or coerce, workmen in the exercise of their right to organise, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is to say:— (a) threatening workmen with discharge or dismissal, if they join a trade union;

(b) threatening a lock-out or closure, if a trade union is organised;

(c) granting wage increase to workmen at crucial periods of trade union organisation, with a view to undermining the efforts of the trade union organisation.

2. To dominate, interfere with or contribute support, financial or otherwise, to any trade union, that is to say:—

(a) an employer taking an active interest in organising a trade union of his workmen; and

(b) an employer showing partiality or granting favour to one of several trade unions attempting to organise his workmen or to its members, where such a trade union is not a recognised trade union. 3. To establish employer sponsored trade unions of workmen.

4. To encourage or discourage membership in any trade union by discriminating against any workman, that is to say:—

(a) discharging or punishing a workman, because he urged other workmen to join or organise a trade union;

(b) discharging or dismissing a workman for taking part in any strike (not being a strike which is deemed to be an illegal strike under this Act);

(c) changing seniority rating of workmen because of trade union activities;

(d) refusing to promote workmen to higher posts on account of their trade union activities;

(e) giving unmerited promotions to certain workmen with a view to creating discord amongst other workmen, or to undermine the strength of their trade union;

(f) discharging office-bearers or active members of the trade union on account of their trade union activities.

5. To discharge or dismiss workmen—

(a) by way of victimisation;

(b) not in good faith, but in the colourable exercise of the employer's rights;

(c) by falsely implicating a workman in a criminal case on false evidence or on concocted evidence;

(d) for patently false reasons;

(e) on untrue or trumped up allegation of absence without leave;

(f) in utter disregard of the principles of natural justice in the conduct of domestic enquiry or with undue haste; for misconduct of a minor or technical character, without having any regard to the nature of the particular misconduct or the past record or service of the workman, thereby leading to a disproportionate punishment.

6. To abolish the work of a regular nature being done by workmen, and to give such work to contractors as a measure of breaking a strike.

7. To transfer a workman mala fide from one place to another, under the guise of following management policy.

8. To insist upon individual workmen, who are on a legal strike to sign a good conduct bond, as a pre-condition to allowing them to resume work.

9. To show favouritism or partiality to one set of workers regardless of merit.

10. To employ workmen as “badlis”, casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen.

11. To discharge or discriminate against any workman for filing charges or testifying against an employer in any enquiry or proceeding relating to any industrial dispute.

12. To recruit workmen during a strike which is not an illegal strike.

13. Failure to implement award, settlement or agreement.

14. To indulge in acts of force or violence.

15. To refuse to bargain collectively, in good faith with the recognised trade unions.

16. Proposing or continuing a lock-out deemed to be illegal under this Act.

25T. Prohibition of unfair labour practice.—No employer or workman or a trade union, whether registered under the Trade Unions Act, 1926 (18 of 1926), or not, shall commit any unfair labour practice.

25U. Penalty for committing unfair labour practices.—Any person who commits any unfair labour practice shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees or with both.”

From evidence, as referred to above, it is established that these workmen have worked since 1993 till date, firstly, as a contract labour under the management and secondly, the work is still being taken but by the manpower supplied through the out sourcing agency, this goes to show that this work is of permanent and perennial nature, hence the management in this case is held to have adopted Unfair Labour Practice with respect to the workmen as mentioned above.

Issue No. 3 is answered accordingly.

Issue No. 4

Learned counsel as further referred to following paragraphs of the judgment referred **Sudarshan Rajpoot v/s U.P. State Road Transport Corporation (2015) II, SCC 317** which are being reproduced as follows:-

11. It has been contended by the learned counsel for the appellant workman that the High Court has erred in placing reliance upon the decision of this Court in Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] , which was distinguished inasmuch as the said case is not applicable to the case on hand for the reason that the appellant workman is a “workman” as defined under Section 2(z) of the UPID Act and the respondent is the statutory corporation which is an undertaking of the State Government and therefore, as it is an instrumentality of the State Government, it will come within the definition of “industry” as defined under Section 2(k) of the UPID Act. Therefore, the said provisions of the UPID Act are applicable to the appellant workman as he is a “workman” as defined under Section 2(z) of the UPID Act and Section 2(s) of the ID Act, 1947.

12. Further, it is contended that the High Court has failed to consider the “unfair labour practice” as defined under Section 2(ra) of the ID Act, 1947 read with Sections 25-T and 25-U and Schedule V of the ID Act. Item 10 of Schedule V of the ID Act prohibits the employer to employ workmen as badlis, casuals or temporaries and to continue them as such for years in the Corporation, with the object of depriving them of the status and privileges of permanent workmen is prohibited. It is further contended that the respondent Corporation is liable for penal action under the provisions of Section 25-U of the ID Act. In support of the above contention, reliance was placed on the three-Judge Bench decision of this Court in Chief Conservator of Forests v. Jagannath Maruti Kondhare [Chief Conservator of Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] .

13. On the other hand, the learned counsel appearing on behalf of the respondent Corporation sought to justify the correctness of the finding and reasons recorded by the High Court in the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] . Alternatively, it is contended that even if the order of termination is bad in law, the workman who is working on the contract basis is not entitled for reinstatement with full back wages as per the view taken by this Court in several decisions. Therefore, the learned counsel for the respondent Corporation submits that the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-

C No. 21553 of 2005, order dated 5-3-2008 (All)] and order need not be interfered with by this Court in exercise of its appellate jurisdiction.

14. With reference to the abovesaid rival legal contentions the following substantial questions would arise for our consideration:

14.1. (i) Whether the High Court is justified in passing the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] , order and reversing the award passed by the Labour Court?

14.2. (ii) Whether the order of termination passed against the appellant workman amounts to retrenchment as defined under Section 2(s) of the UPID Act, 1947?

14.3. (iii) Whether non-compliance with the statutory provisions under Sections 6-N and 6-Q of the UPID Act which are analogous with Sections 25-F and 25-H, respectively, of the ID Act, 1947 renders the order of termination void ab initio in law?

14.4. (iv) What relief is the appellant workman entitled to?

15. To answer the above substantial questions of law it is necessary for this Court to extract the order of termination passed by the Assistant Regional Manager of the Corporation, which reads thus:

“OFFICE OF ASSISTANT REGIONAL MANAGER,

U.P. TRANSPORT CORPORATION, AZAD NAGAR DEPOT

Letter No. ARM/A. Ngr/Bus Accident 0582/2000/3591 dated 29-7-2000

OFFICE ORDER

On 7-6-1999 vehicle bearing No. 8582 which had met with an accident which was being driven on 7-6-1999 by Shri Sudarshan Rajpoot, contractual driver and conductor Shri Kamta Prasad on Deoria to Kanpur route and accident occurred on the way at 1.30 a.m. in the night at Village Palhari, Barabanki near Police Station Safdarganj and due to negligent driving of the driver, department suffered heavy loss.

Hence, in order to meet departmental loss, forfeiting security of driver Shri Sudarshan Rajpoot, I pass the order to strike off his name from the contract roll with an immediate effect. His name be struck off from contract roll.

sd/-

(Illegible)

(Sad Sayed)

Assistant Regional Manager,

Azad Nagar, Depot”

(emphasis supplied)

In the aforesaid order of termination it is specially mentioned that the appellant workman was appointed as a driver on contractual basis. It has been further stated that the accident occurred on 7-6-1999 due to the negligent driving of the appellant workman resulting in heavy loss to the Department of the respondent Corporation. In order to meet the departmental loss, security amount of driver was forfeited and Assistant Regional Manager had struck off the name of the appellant workman from the contract employees roll with immediate effect.

16. The respondent Corporation has neither produced documentary evidence nor showed before the Labour Court that the appellant workman was appointed on contract basis. The fact that he deposited Rs 2000 towards security amount with the respondent Corporation indicates that he was working as a driver on a permanent basis. In view of Schedule V, Item 10 of the ID Act, 1947 the respondent Corporation is prohibited from engaging the appellant workman as a badli, casual or temporary workman to work on permanent basis. The fact that he had been continuously working for more than 3 years and he had rendered more than 240 days of service as the driver in a calendar year until his termination order and yet he is being engaged on a contractual basis in the respondent Corporation is statutorily prohibited. The same amounts to an unfair labour practice as defined under Section 2(ra) read with Section 25-T, which action of the Corporation is punishable under Section 25-U of the ID Act. This legal position is settled by this Court in Chief Conservator of Forests case [Chief Conservator of Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] wherein it was held as under : (SCC pp. 302-03, para 22)

“22. ... In our opinion, it would be permissible on facts of a particular case to draw the inference mentioned in the second part of the item, if badlis, casuals or temporaries are continued as such for years. We further state

that the present was such a case inasmuch as from the materials on record we are satisfied that the 25 workmen who went to the Industrial Court of Pune (and 15 to the Industrial Court, Ahmednagar) had been kept as casuals for long years with the primary object of depriving them of the status of permanent employees inasmuch as giving of this status would have required the employer to pay the workmen at a rate higher than the one fixed under the Minimum Wages Act. We can think of no other possible object as, it may be remembered, that the Pachgaon Parwati Scheme was intended to cater to the recreational and educational aspirations also of the populace, which are not ephemeral objects, but par excellence permanent. We would say the same about environment-pollution-care work of Ahmednagar, whose need is on the increase because of increase in pollution. Permanency is thus writ large on the face of both the types of work. If, even in such projects, persons are kept in jobs on casual basis for years the object manifests itself; no scrutiny is required. We, therefore, answer the second question also against the appellants."

25. This Court in the later judgment in *Hari Nandan Prasad v. Food Corporation of India* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408], after adverting to the law laid down in *U.P. Power Corpn. Ltd. v. Bijli Mazdoor Sangh* [(2007) 5 SCC 755 : (2007) 2 SCC (L&S) 258] and *Maharashtra SRTC* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] wherein *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is adverted to in both the cases, held that on a harmonious reading of the two judgments, even when there are posts available, in the absence of any unfair labour practice the Labour Court cannot give direction for regularisation only because a worker has continued as daily-wage worker/ad hoc/temporary worker for number of years. Further, such a direction cannot be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules:

25.1. It was held at para 32 in *Hari Nandan Prasad* case [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] as under : (SCC p. 211)

"32. However, the Court in *Maharashtra SRTC* case [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] found that the factual position was different in the case before it. Here the post of cleaners in the establishment were in existence. Further, there was a finding of fact recorded that the Corporation had indulged in unfair labour practice by engaging these workers on temporary/casual/daily-wage basis and paying them paltry amount even when they were discharging duties of eight hours a day and performing the same duties as that of regular employees."

25.2. Further, *Hari Nandan Prasad* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] referred at para 36, *LIC v. D.J. Bahadur* [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] in which the relevant para 22 of *LIC* case [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] is extracted as under : (*Hari Nandan Prasad* case [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408], SCC p. 213)

"36. ... '22. The Industrial Disputes Act is a benign measure which seeks to pre-empt industrial tensions, provide the mechanics of dispute resolutions and set up the necessary infrastructure, so that the energies of the partners in production may not be dissipated in counterproductive battles and the assurance of industrial justice may create a climate of goodwill.' (*D.J. Bahadur* case [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083], SCC p. 334, per Krishna Iyer, J.)

In order to achieve the aforesaid objectives, the Labour Courts/Industrial Tribunals are given wide powers not only to enforce the rights but even to create new rights, with the underlying objective to achieve social justice. Way back in the year 1950 i.e. immediately after the enactment of the Industrial Disputes Act, in one of its first and celebrated judgment in *Bharat Bank Ltd. v. Employees* [1950 SCC 470 : AIR 1950 SC 188 : 1950 LLJ 921 at p. 948] this aspect was highlighted by the Court observing as under : (AIR p. 209, para 61)

'61. ... In settling the disputes between the employers and the workmen, the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper, though they may not be within the terms of any existing agreement. It has not merely to interpret or give effect to the contractual rights and obligations of the parties. It can create new rights and obligations between them which it considers essential for keeping industrial peace.'"

25.3. And again at para 37, observing that the aforesaid sweeping power conferred upon the Tribunal is not unbridled and is circumscribed by this Court in *New Maneck Chowk Spg. & Wvg. Co. Ltd. v. Textile Labour Assn.* [AIR 1961 SC 867], the relevant para 6 of which is extracted as under : (*Hari Nandan Prasad* case [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408], SCC p. 213, paras 37-38)

"37. ... '6. ... This, however, does not mean that an Industrial Court can do anything and everything when dealing with an industrial dispute. This power is conditioned by the subject-matter with which it is dealing and

also by the existing industrial law and it would not be open to it while dealing with a particular matter before it to overlook the industrial law relating to that matter as laid down by the legislature or by this Court.' (Textile Labour Assn. case [AIR 1961 SC 867] , AIR p. 870)

38. It is, thus, this fine balancing which is required to be achieved while adjudicating a particular dispute, keeping in mind that the industrial disputes are settled by industrial adjudication on principle of fair play and justice."

26. In view of the aforesaid statement of law laid down by this Court after advertent to the powers of the Industrial Tribunal and the Labour Court as interpreted by this Court in the earlier decisions referred to supra, the said principle is aptly applicable to the fact situation of the case on hand, for the reason that the Labour Court recorded a finding of fact in favour of the workman that the termination of services of the appellant herein is not legal and valid and further reaffirmed the said finding and also clearly held that the plea taken in the order of termination that he was appointed on contract basis as a driver is not proved by producing cogent evidence. Further, we hold that even if the plea of the employer is accepted, extracting work though of permanent nature continuously for more than three years, the alleged employment on contract basis is wholly impermissible. Therefore, we have held that it amounts to an unfair labour practice as defined under Section 2(ra) of the ID Act, 1947 read with Section 25-T which is prohibited under Section 25-U, Chapter V-C of the ID Act, 1947. We have to hold that the judgment of the High Court in reversing the award is not legal and the same is set aside by us.

21. In the order of termination, it is alleged that on account of negligent driving of the bus by the appellant workman the accident of the vehicle happened, the said allegation was neither proved in the inquiry required to be conducted nor producing evidence before the Labour Court by the respondent Corporation. Therefore, the High Court has failed to examine the above vital aspects of the case on hand and erroneously interfered with the award passed by the Labour Court in exercise of its extraordinary and supervisory jurisdiction under Articles 226 and 227 of the Constitution of India. This exercise of power is contrary to the law laid down by this Court in *Harjinder Singh v. Punjab State Warehousing Corpn.* [(2010) 3 SCC 192 : (2010) 1 SCC (L&S) 1146] , wherein this Court held thus : (SCC p. 205, para 21)

"21. Before concluding, we consider it necessary to observe that while exercising jurisdiction under Articles 226 and/or 227 of the Constitution in matters like the present one, the High Courts are duty-bound to keep in mind that the Industrial Disputes Act and other similar legislative instruments are social welfare legislations and the same are required to be interpreted keeping in view the goals set out in the Preamble of the Constitution and the provisions contained in Part IV thereof in general and Articles 38, 39(a) to (e), 43 and 43-A in particular, which mandate that the State should secure a social order for the promotion of welfare of the people, ensure equality between men and women and equitable distribution of material resources of the community to subserve the common good and also ensure that the workers get their dues. More than 41 years ago, Gajendragadkar, J. opined that:

'10. ... the concept of social and economic justice is a living concept of revolutionary import; it gives sustenance to the rule of law and meaning and significance to the ideal of welfare State.'

(*State of Mysore v. Workers of Gold Mines* [AIR 1958 SC 923] , AIR p. 928, para 10.)"

24. We are of the opinion that the view taken in *Maharashtra SRTC* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] at para 36 after distinguishing *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is the plausible view. Therefore, we have to hold that the finding of the High Court in setting aside the finding of fact recorded by the Labour Court in its award by applying *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is wholly untenable in law. Therefore, the same is set aside by this Court.

23. Further, the reliance placed upon the decision of this Court on *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] by the High Court to reverse the finding of fact recorded in the award in favour of the workman in answering the points of dispute in the negative, is not tenable in law in view of the judgment of this Court in *Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] , wherein, this Court after advertent to *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] at para 36, has held that the said case

"does not denude the Industrial and Labour Courts of their statutory power under Section 30 read with Section 32 of the MRTU and PULP Act to order permanency of the workers who have been victims of unfair labour practice on the part of the employer under Item 6 of Schedule IV where the posts on which they have been working exist". (SCC p. 574)

Further, this Court held that : (SCC p. 574, para 36)

“36. ... Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] cannot be held to have overridden the powers of the Industrial and Labour Courts in passing appropriate order under Section 30 of the MRTU and PULP Act, once unfair labour practice on the part of the employer under Item 6 of Schedule IV is established.”

The referred case can be distinguished from the facts in hand that the workman was held not contractual employee rather was found the regular employee of the management but the principles laid down by Hon'ble Court are of much significance.

It is established from evidence that the applicant workman was first appointed on contract basis extended on year to year basis.

By not employing a person on permanent regular basis against the permanent vacancy and engaging contract labours for a work of permanent perennial nature either directly or by outsourcing agencies, the management ESIC is held adopting unfair labour practice which is prohibited under the Act.

Reference may be taken of judgment of Hon'ble Supreme Court in the case of Jaggo v/s Union of India reported in (2024) SCC Online SC 3826, the relevant paragraphs of this judgment are being reproduced as follows:-

“22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

- Misuse of “Temporary” Labels:- Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as “temporary” or “contractual,” even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

- Arbitrary Termination:- Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

- Lack of Career Progression:- Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.

- Using Outsourcing as a Shield:- Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

- Denial of Basic Rights and Benefits:- Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.”

The principle laid down in the case of Jaggo (Supra) has been followed by Hon'ble Supreme Court in the case of Shripal Vs. Nagar Nigam Ghaziabad in Civil Appeal No. 8157/2024 (2025 INSC 144). The relevant portion of the said judgment is being reproduced as follows:-

“12. The evidence, including documentary material and undisputed facts, reveals that the Appellant Workmen performed duties integral to the Respondent Employer's municipal functions specifically the upkeep of parks, horticultural tasks, and city beautification efforts. Such work is evidently perennial rather than sporadic or project-based. Reliance on a general “ban on fresh recruitment” cannot be used to deny labor protections to long serving workmen. On the contrary, the acknowledged shortage of Gardeners in the Ghaziabad Nagar Nigam reinforces the notion that these positions are essential and ongoing, not intermittent. By requiring the same tasks (planting, pruning, general upkeep) from the Appellant Workmen as from regular Gardeners but still

compensating them inadequately and inconsistently the Respondent Employer has effectively engaged in an unfair labour practice. The principle of “equal pay for equal work,” repeatedly emphasized by this Court, cannot be casually disregarded when workers have served for extended periods in roles resembling those of permanent employees. Long-standing assignments under the Employer’s direct supervision belie any notion that these were mere short-term casual engagements.

14. The Respondent Employer places reliance on Umadevi (supra) to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are “illegal” and those that are “irregular,” the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

15. It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer’s failure to furnish such records—despite directions to do so—allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite “temporary” employment practices as done by a recent judgement of this court in Jaggo v. Union of India

16. The High Court did acknowledge the Employer’s inability to justify these abrupt terminations. Consequently, it ordered re-engagement on daily wages with some measure of parity in minimum pay. Regrettably, this only perpetuated precariousness: the Appellant Workmen were left in a marginally improved yet still uncertain status. While the High Court recognized the importance of their work and hinted at eventual regularization, it failed to afford them continuity of service or meaningful back wages commensurate with the degree of statutory violation evident on record.

17. In light of these considerations, the Employer’s discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period. 18. The impugned order of the High Court, to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby set aside with the following directions:-

I. The discontinuation of the Appellant Workmen’s services, effected without compliance with Section 6E and Section 6N of the U.P. Industrial Disputes Act, 1947, is declared illegal. All orders or communications terminating their services are quashed. In consequence, the Appellant Workmen shall be treated as continuing in service from thereof their termination, for all purposes, including seniority and continuity in service.

II. The Respondent Employer shall reinstate the Appellant Workmen in their respective posts (or posts akin to the duties they previously performed) within four weeks from the date of this judgment. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.

III. Considering the length of service, the Appellant Workmen shall be entitled to 50% of the back wages from the date of their discontinuation until their actual reinstatement. The Respondent Employer shall clear the aforesaid dues within three months from the date of their reinstatement.

IV. The Respondent Employer is directed to initiate a fair and transparent process for regularizing the Appellant Workmen within six months from the date of reinstatement, duly considering the fact that they have performed perennial municipal duties akin to permanent posts. In assessing regularization, the Employer shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Appellant Workmen or to similarly situated regular employees in the past. To the extent that sanctioned vacancies for such duties exist or are required, the Respondent Employer shall expedite all necessary administrative processes to ensure these longtime employees are not indefinitely retained on daily wages contrary to statutory and equitable norms.”

On the basis of above discussion and findings, the reference deserves to be answered as follows:-

AWARD

Holding the action of Conservative Assistant (Archaeological Branch) Archaeological Survey of India, Sub-Division, Khajuraho, District Chhatarpur/ Superintendent Archaeological Chemist, Archaeological Survey of India, O/o Superintendent Archaeological Chemist, Science Branch, Indore in disengaging the workmen, Parshuram Raikwar, Ramesh Raikwar, Deepak Raikwar, Lakhan Lal Kushwaha, Hari Raikwar, Gauri Shankar Raikwar and Pramod Singh Rai who had worked as daily wages since 1993 to 18.03.2017, unjust, illegal and arbitrary, these workmen are held entitled to be reinstated but without wages. They shall be entitled to be considered for permanent status and regularization as per relevant Rules in this respect by management and also for other related in service consequential benefits deeming themselves in continuous employment of the department. Management is obligated to complete the aforesaid exercise within six months from the date of publication of the award. These workmen are also entitled to litigation cost computed at Rs. 10,000/- (Ten Thousand Only) per workmen payable to them within 30 days from the date of publication of award, failing which interest @ 6% per annum from the date of award till payment."

No order as to cost.

DATE:- 10/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 नवम्बर, 2025

का.आ. 1965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्यकारी निदेशक, इंडो ग्लोबल सोशल सर्विस सोसाइटी-28 संस्थागत क्षेत्र, नई दिल्ली और श्री जगदीश प्रसाद देवांगन, जबलपुर, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय,, जबलपुर पंचाट (संदर्भ संख्या- 28/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42025/07/2025/217-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1965.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2022) 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 Executive Director, Indo Global Social Service Society-28 Institutional Area, New Delhi** and **Sh. Jagdish Prasad Dewangan, Jabalpur** workman.

[No. L-42025/07/2025/217-IR (DU)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/28/2022

Present: P.K. Srivastava

H.J.S.(Retd.)

Sh. Jagdish Prasad Dewangan

S/o. Late N.K. Dewangan

Ward No. 10, Post Baloda, Tehsil – Baloda

Distt.- Janjgir Champa (C.G.)-495559

Workman

Versus

The Executive Director,

Indo Global Social Service Society-28

Institutional Area, Lodhi Road

New Delhi - 110003

Management

AWARD**(Passed on this 22nd day of September - 2025.)**

As per letter dated 07/07/2022 by the Regional Labour Commissioner (central) HQ for the Competent Authority i.e. the Chief Labour Commissioner (Central), Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number 24(12)/2022-IR dt. 07/07/2022. The dispute under reference related to :-

“Whether the termination of Sh. Jagdish Prasad Dewangan w.e.f. 10.02.2021, is legal and justified, if not what relief the concerned workman i.e. Sh. Jagdish Prasad Dewangan is entitled to?”

After registering a case on the basis of the reference, notices were sent to the parties and served. The workman never appeared. Management representative Mr. Pushpendra Tiwari present and filed order of Single Bench of Hon'ble High Court in the case of W.P. (C) No. 12439/2022 and 37388/2022 passed on 05.08.2025 by which the reference order dated 07.07.2022, passed by Regional Labour Commissioner (Central) has been quashed.

Since the reference has been quashed, hence no question of award.

DATE: 22/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 नवम्बर, 2025

का.आ. 1966.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य कार्यकारी निदेशक, एनएचडीसी, भोपाल और श्री सुरेन्द्र सिंह सोलंकी, भोपाल एवम् श्री गणेश रामटेके, भोपाल, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या- 54/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल-42012/81/2015-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th November, 2025

S.O. 1966.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2015) 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 Chief Executive Director, NHDC, Bhopal and Shri Surendra Singh Solanki, Bhopal, Shri Ganesh Ramteke, Bhopal, workman.**

[No. L-42012/81/2015-IR (DU)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/54/2015

Present: P.K.Srivastava

H.J.S..(Retd)

1. **Shri Surendra Singh Solanki,**
H. No-395, Naya Basera, Kotra Sultanabad,
Bhopal (M.P.) - 462003
2. **Shri Ganesh Ramteke,**
H. No. 18, Kumharpara, Opp. Old Vidhan Sabha,
Bhopal (M.P.) - 462003

Workmen

Vs

1. The Chief Executive Director,**NHDC,****Shyamla Hills,****Bhopal (MP)- 462013****Management****(JUDGMENT)****(Passed on this 4th day of September- 2025)**

As per letter dated 07/05/2015 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-42012/81/2015-IR (DU) dt. 07/05/2015. The dispute under reference relates to:

“Whether the demand of regularization in NHDC Ltd., Bhopal by Shri Surendra Singh Solanki & Shri Ganesh Ramteke on the ground of working as Assistant through different contractors in NHDC for last 11-12 years continuously, completing 240 days every year after discontinuing the contract work by NHDC from 01.03.2012 is justified. If not, what relief they are entitled to?”

After registering the case on the basis of reference, notices were issued to the parties. They appeared and filed their respective statement of claim in defense.

Case of the applicant/workmen, as taken by them in their statement of claim, is mainly that the workmen No. 1 Surendra Singh Solanki is a Commerce graduate holding Post graduate diploma in Computer Applications and the workmen No. 2 Ganesh Ramteke is member of Schedule Caste Committee and is MA, Bed with Hindi and English Typing also holding diploma in Computer Applications. The workmen No. 1 was engaged by the Management of NHDC in their Headquarter at Bhopal in the Raj Bhasha Section as Assistant/Computer Operator on contract basis. The workmen No. 2 was engaged in 2003 in Headquarter as Assistant/Computer Operator on contract basis. They worked continuously with the Management of NHDC on 02.03.2015. They raised claim for regularization of their services and filed applications in this respect before the Regional Labour Commissioner (Central) on 08.05.2014 and 01.01.2015. The workmen No. 2 is a member of Schedule Caste Committee, he was not given any relaxation in age in the backlog recruitment held by the management in 2009, which was earlier given in the backlog recruitment in 2005. When he agitated against, these vacancies were cancelled and thereafter, it was released after six months, the application of the workmen No. 2 was rejected on the ground that he was over qualified for the post which is unjust, illegal and arbitrary on the part of management as it was done for the first time in 2009 and not before.

It is further the case of the workmen that, they have worked 12 to 13 years continuously with the management as contract workers engaged by Management of NHDC. The Management of NHDC initiated process of regularization of service of about 150 contract workers in the year 2005 on the basis of availability of post, at that time the remaining workmen including the applicant/workmen who could not be regularized at that time were assured regularization of their services after six months when other vacancy arise but it was never done. The Management started saying that the applicant/workmen were not engaged by them rather they were engaged by the out sourcing agency which were awarded contract for supply of manpower for the post of proposed secretarial work which is incorrect and is unfair labour practice.

The workmen have thus prayed for holding the action of management as unfair labour practice, hence unjust, illegal and arbitrary, they be reinstated and be granted status of permanent regular employee with all back wages and benefits.

Management of NHDC has taken a case in their written statement of defense that its applicant/workmen were engaged by the out sourcing agency, who were awarded contracts of supply of manpower for secretarial service alongwith other services, rights since 2005 and thereafter. They were never engaged by Management of NHDC, they were paid salary and statutory deductions/deposits like ESIC and PF were also deposited by the contractors who had engaged them.

Further it is the case of management that in the year 2005, they had invited applications for post of Trainee Electrician, Trainee Helper, Trainee Assistant by direct recruitment through open advertisement and individuals holding necessary qualification were being given appointment after being selected, this process was open to all including applicant/workmen. Further, according to management, applications were invited in the year 2009 for the post of Hindi Translator, Trainee Assistant and Trainee Helper under special recruitment drive and there was specific stipulation that any individual who is over qualified will not be eligible to participate in the process of

selection, this process was also completed, the applicant/workmen never challenged this process. Also according to management, the factum of engagement of applicant/workmen by contractor is further clear from the fact that after completion of contract M/s Yogesh Enterprises, who has lastly engaged the applicants, had posted them to other establishment but they did not join there for the reasons best known to them.

The management has specifically denied the allegation of the applicant/workmen that 150 contract employees have been regularized in service and has stated that they are an instrumentality of state having recruitment rules and recruitment process through which they recruit their employees, they are also registered Principal Employers and are within their rights to engage out sourcing agency for supply of manpower, the management has requested that the reference be answered against the applicant/workmen.

The workmen have filed their rejoinder in which they have stated that in fact, the applicant No. 1 was appointed after he was interviewed by the General Manager and Manager Finance, his name was forwarded by the Director and he was appointed on contract basis by the Management of NHDC on 01.01.2002. Similarly, the applicant No. 2 was also appointed after he cleared typing test and interview conducted by the management in 2003, on contract basis.

In evidence, the workman side has filed affidavits of the workmen Surendra Singh Solanki and Ganesh Ramteke as their Examination-in-chief. They have been further cross-examined by the management side and have proved documents, to be referred to as and when required. The management has filed an affidavit of its witness as his Examination-in-chief, he has also been cross-examined from the side of workmen. The management has also filed and proved documents, to be referred as and when required.

I have heard argument of Learned Counsel for the workmen Mr. Arun Patel who has been appointed by this Tribunal from panel of Advocates approved by the State Labour Service Authority and Deepak Awasthi, Learned Counsel for the Management. I have gone through the record as well.

On perusal of record in light of rival arguments, the reference itself appears to be the issue for determination.

Learned Counsel for workmen has submitted that in the case in hand, the management has adopted unfair labour practice by engaging out sourcing agency for supply of manpower for the work of permanent and perennial nature which is prohibited under the Act. He further submits that all the out sourcing agreements are sham transactions because they are in violation of *Contract Labour (Regulation & Abolition) Act, 1970*, the workmen have been discharged by the regular employee, hence it is a fit case for the Tribunal to undo the injustice with the workmen, done by the management and hold them to be entitled to permanent status and regularization.

On the other hand, Learned Counsel for management has submitted that they are registered Principal Employer and instrumentality of State, hence guided by the rules and regulation framed by the State in this respect. They have taken a policy decision to engage the out sourcing agency for supply of manpower which has been engaged since 2003. The workmen are the employees of different out sourcing agencies who were supplied by them to work in the office of management, hence there is no employer-employee relation between the management and the workman. They do not have any right or claim in law seeking permanent status or regularization of their service.

Pleadings of the parties have already been detailed earlier, the main allegation from the workman side is that infact, they were engaged by the management of NHDC after they cleared interview test but they were wrongly shown to be the employees of different contractors engaged by the management as an out sourcing agency. This is also their case that they were paid wages by the management of NHDC but on records the payment was shown through different contractors also that they have been continuously working with the management since 2003-2015 till the date of their disengagement and have been discharging all the duties related to their posts like any regular employee of the management.

The case of the management in short is mainly that these workmen are the employees of out sourcing agency, who were engaged during the period in question and were supplied by the out sourcing agency who work with the management, they were paid by out sourcing agency, their services were regulated by out sourcing agency, the statutory deductions with respect to PF and employees insured were also made by the out sourcing agency, also it is their case that considering the fact that they have worked in the Office of management alongwith other out sourcing employees, they were given chance and opportunity to appear in the recruitment process held in 2005 and 2013 which they could not clear, they have not challenged the recruitment process also.

Though, in their statements, these workmen have stated that infact they were engaged by the management of NHDC but the documents produced by the workmen themselves show that they are the employees of out sourcing agency supplied to the management of NHDC and worked with the NHDC as out sourcing employees. This fact is further corroborated by the work contracts filed and proved by the management which is for the year 2004 to 2015, the documents with respect to attendance, payment of PF and other dues, paid bills filed and proved, all show that these workmen are the employees of different out sourcing agency which were awarded contract of supply of manpower by the management of NHDC.

Section 2 (ra) which defines unfair labour practice is being reproduced as follows:-

“(ra) “unfair labour practice” means any of the practices specified in the Fifth Schedule;”

Schedule 5 of the Act which enumerates unfair labour practice is

also being reproduced as follows:-

THE FIFTH SCHEDULE

See section 2(ra) UNFAIR LABOUR PRACTICES

I.—On the part of employers and trade unions of employers

1. To interfere with, restrain from, or coerce, workmen in the exercise of their right to organise, form, join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, that is to say:—
 - (a) threatening workmen with discharge or dismissal, if they join a trade union;
 - (b) threatening a lock-out or closure, if a trade union is organised;
 - (c) granting wage increase to workmen at crucial periods of trade union organisation, with a view to undermining the efforts of the trade union organisation.
2. To dominate, interfere with or contribute support, financial or otherwise, to any trade union, that is to say:—
 - (a) an employer taking an active interest in organising a trade union of his workmen; and
 - (b) an employer showing partiality or granting favour to one of several trade unions attempting to organise his workmen or to its members, where such a trade union is not a recognised trade union.
3. To establish employer sponsored trade unions of workmen.
4. To encourage or discourage membership in any trade union by discriminating against any workman, that is to say:—
 - (a) discharging or punishing a workman, because he urged other workmen to join or organise a trade union;
 - (b) discharging or dismissing a workman for taking part in any strike (not being as trike which is deemed to be an illegal strike under this Act);
 - (c) changing seniority rating of workmen because of trade union activities;
 - (d) refusing to promote workmen to higher posts on account of their trade union activities;
 - (e) giving unmerited promotions to certain workmen with a view to creating discord amongst other workmen, or to undermine the strength of their trade union;
 - (f) discharging office-bearers or active members of the trade union on account of their trade union activities.
5. To discharge or dismiss workmen—
 - (a) by way of victimisation;
 - (b) not in good faith, but in the colourable exercise of the employer's rights;
 - (c) by falsely implicating a workman in a criminal case on false evidence or on concocted evidence;
 - (d) for patently false reasons;
 - (e) on untrue or trumped up allegation of absence without leave;
 - (f) in utter disregard of the principles of natural justice in the conduct of domestic enquiry or with undue haste;
 - (g) for misconduct of a minor or technical character, without having any regard to the nature of the particular misconduct or the past record or service of the workman, thereby leading to a disproportionate punishment.
6. To abolish the work of a regular nature being done by workmen, and to give such work to contractors as a measure of breaking a strike.
7. To transfer a workman mala fide from one place to another, under the guise of following management policy.

8. To insist upon individual workmen, who are on a legal strike to sign a good conduct bond, as a pre-condition to allowing them to resume work.
9. To show favouritism or partiality to one set of workers regardless of merit.
10. ***To employ workmen as “badlis”, casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen.***
11. To discharge or discriminate against any workman for filing charges or testifying against an employer in any enquiry or proceeding relating to any industrial dispute.
12. To recruit workmen during a strike which is not an illegal strike.
13. Failure to implement award, settlement or agreement.
14. To indulge in acts of force or violence.
15. To refuse to bargain collectively, in good faith with the recognised trade unions.
16. Proposing or continuing a lock-out deemed to be illegal under this Act.”

Alongwith section 25 (T & U) of the Act is reproduced as follows:-

25T. Prohibition of unfair labour practice.—No employer or workman or a trade union, whether registered under the Trade Unions Act, 1926 (18 of 1926), or not, shall commit any unfair labour practice.

25U. Penalty for committing unfair labour practices.—Any person who commits any unfair labour practice shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees or with both.

From perusal of Schedule and provisions mentioned above, Act of engaging contract labours, casual or temporaries and to continue them as such for years with the object of depriving them of status, privileges of permanent workman is unfair labour practice adopted by management which have been prohibited under section 25-T of the Act, section 25-U of the Act provides penal consequences for such an unfair labour practice too.

The Act may have civil penal consequences same is the case with unfair labour practice, the penal consequences of unfair labour practice is provided in the Act but civil consequences are not provided. This fact does not denude the Courts and Tribunals under the Act to undo the effects of such Act like unfair labour practice which is prohibited by the Act.

Established facts are that these workmen continuously work with management of NHDC from the year 2003-2015 which shows that the work itself is of permanent and perennial nature, contract labour with respect to work of permanent and perennial nature is prohibited in the *Contract Labour (Regulation & Abolition) Act, 1970*. The striking feature of the case in hand is that though, the out sourcing agency changed but these employees continue to work at the site of NHDC as employees of different out sourcing agency who were awarded contract of supply of manpower by the management of NHDC in different years.

Learned Counsel for management has referred to judgment of *Hon'ble Supreme Court in the case of Joint Secretary, Central Board of Secondary Education v/s Raj Kumar Mishra & Ors. 2025 Live Law (SC) 343*, wherein it has been held that if there is no employer-employee relation between the parties, no claim regarding permanency or regularization will be added in this bill.

Learned counsel as further referred to following paragraphs of the judgment referred *Sudarshan Rajpoot v/s U.P. State Road Transport Corporation (2015) II, SCC 317* which are being reproduced as follows:-

11. It has been contended by the learned counsel for the appellant workman that the High Court has erred in placing reliance upon the decision of this Court in *Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753]*, which was distinguished inasmuch as the said case is not applicable to the case on hand for the reason that the appellant workman is a “workman” as defined under Section 2(z) of the UPID Act and the respondent is the statutory corporation which is an undertaking of the State Government and therefore, as it is an instrumentality of the State Government, it will come within the definition of “industry” as defined under Section 2(k) of the UPID Act. Therefore, the said provisions of the UPID Act are applicable to the appellant workman as he is a “workman” as defined under Section 2(z) of the UPID Act and Section 2(s) of the ID Act, 1947.

12. Further, it is contended that the High Court has failed to consider the “unfair labour practice” as defined under Section 2(ra) of the ID Act, 1947 read with Sections 25-T and 25-U and Schedule V of the ID Act. Item 10 of Schedule V of the ID Act prohibits the employer to employ workmen as badlis, casuals or temporaries and to continue them as such for years in the Corporation, with the object of depriving them of the status and privileges of permanent workmen is prohibited. It is further contended that the respondent Corporation is liable for penal action under the provisions of Section 25-U of the ID Act. In support of the above contention, reliance was placed on the three-Judge Bench decision of this Court in *Chief Conservator of Forests v. Jagannath Maruti Kondhare [Chief Conservator of*

Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500 .

13. On the other hand, the learned counsel appearing on behalf of the respondent Corporation sought to justify the correctness of the finding and reasons recorded by the High Court in the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] . Alternatively, it is contended that even if the order of termination is bad in law, the workman who is working on the contract basis is not entitled for reinstatement with full back wages as per the view taken by this Court in several decisions. Therefore, the learned counsel for the respondent Corporation submits that the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] and order need not be interfered with by this Court in exercise of its appellate jurisdiction.

14. With reference to the abovesaid rival legal contentions the following substantial questions would arise for our consideration:

14.1. (i) Whether the High Court is justified in passing the impugned judgment [U.P. SRTC v. Sudarshan Rajpoot, Writ-C No. 21553 of 2005, order dated 5-3-2008 (All)] , order and reversing the award passed by the Labour Court?

14.2. (ii) Whether the order of termination passed against the appellant workman amounts to retrenchment as defined under Section 2(s) of the UPID Act, 1947?

14.3. (iii) Whether non-compliance with the statutory provisions under Sections 6-N and 6-Q of the UPID Act which are analogous with Sections 25-F and 25-H, respectively, of the ID Act, 1947 renders the order of termination void ab initio in law?

14.4. (iv) What relief is the appellant workman entitled to?

15. To answer the above substantial questions of law it is necessary for this Court to extract the order of termination passed by the Assistant Regional Manager of the Corporation, which reads thus:

“OFFICE OF ASSISTANT REGIONAL MANAGER,

U.P. TRANSPORT CORPORATION, AZAD NAGAR DEPOT

Letter No. ARM/A. Ngr/Bus Accident 0582/2000/3591 dated 29-7-2000

OFFICE ORDER

On 7-6-1999 vehicle bearing No. 8582 which had met with an accident which was being driven on 7-6-1999 by Shri Sudarshan Rajpoot, contractual driver and conductor Shri Kamta Prasad on Deoria to Kanpur route and accident occurred on the way at 1.30 a.m. in the night at Village Palhari, Barabanki near Police Station Safdarganj and due to negligent driving of the driver, department suffered heavy loss.

Hence, in order to meet departmental loss, forfeiting security of driver Shri Sudarshan Rajpoot, I pass the order to strike off his name from the contract roll with an immediate effect. His name be struck off from contract roll.

sd/-

(Illegible)

(Sad Sayed)

Assistant Regional Manager,

Azad Nagar, Depot”

(emphasis supplied)

In the aforesaid order of termination it is specially mentioned that the appellant workman was appointed as a driver on contractual basis. It has been further stated that the accident occurred on 7-6-1999 due to the negligent driving of the appellant workman resulting in heavy loss to the Department of the respondent Corporation. In order to meet the departmental loss, security amount of driver was forfeited and Assistant Regional Manager had struck off the name of the appellant workman from the contract employees roll with immediate effect.

16. The respondent Corporation has neither produced documentary evidence nor showed before the Labour Court that the appellant workman was appointed on contract basis. The fact that he deposited Rs 2000 towards security amount with the respondent Corporation indicates that he was working as a driver on a permanent basis. In view of Schedule V, Item 10 of the ID Act, 1947 the respondent Corporation is prohibited from engaging the appellant workman as a badli, casual or temporary workman to work on permanent basis. The fact that he had been continuously working for more than 3 years and he had rendered more than 240 days of service as the driver in a calendar year until his termination order and yet he is being engaged on a contractual basis in the respondent

Corporation is statutorily prohibited. The same amounts to an unfair labour practice as defined under Section 2(ra) read with Section 25-T, which action of the Corporation is punishable under Section 25-U of the ID Act. This legal position is settled by this Court in Chief Conservator of Forests case [Chief Conservator of Forests v. Jagannath Maruti Kondhare, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] wherein it was held as under : (SCC pp. 302-03, para 22)

“22. ... In our opinion, it would be permissible on facts of a particular case to draw the inference mentioned in the second part of the item, if badlis, casuals or temporaries are continued as such for years. We further state that the present was such a case inasmuch as from the materials on record we are satisfied that the 25 workmen who went to the Industrial Court of Pune (and 15 to the Industrial Court, Ahmednagar) had been kept as casuals for long years with the primary object of depriving them of the status of permanent employees inasmuch as giving of this status would have required the employer to pay the workmen at a rate higher than the one fixed under the Minimum Wages Act. We can think of no other possible object as, it may be remembered, that the Pachgaon Parwati Scheme was intended to cater to the recreational and educational aspirations also of the populace, which are not ephemeral objects, but par excellence permanent. We would say the same about environment-pollution-care work of Ahmednagar, whose need is on the increase because of increase in pollution. Permanency is thus writ large on the face of both the types of work. If, even in such projects, persons are kept in jobs on casual basis for years the object manifests itself; no scrutiny is required. We, therefore, answer the second question also against the appellants.”

25. This Court in the later judgment in Hari Nandan Prasad v. Food Corporation of India [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , after adverting to the law laid down in U.P. Power Corpn. Ltd. v. Bijli Mazdoor Sangh [(2007) 5 SCC 755 : (2007) 2 SCC (L&S) 258] and Maharashtra SRTC [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] wherein Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is adverted to in both the cases, held that on a harmonious reading of the two judgments, even when there are posts available, in the absence of any unfair labour practice the Labour Court cannot give direction for regularisation only because a worker has continued as daily-wage worker/ad hoc/temporary worker for number of years. Further, such a direction cannot be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules:

25.1. It was held at para 32 in Hari Nandan Prasad case [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] as under : (SCC p. 211)

“32. However, the Court in Maharashtra SRTC case [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] found that the factual position was different in the case before it. Here the post of cleaners in the establishment were in existence. Further, there was a finding of fact recorded that the Corporation had indulged in unfair labour practice by engaging these workers on temporary/casual/daily-wage basis and paying them paltry amount even when they were discharging duties of eight hours a day and performing the same duties as that of regular employees.”

25.2. Further, Hari Nandan Prasad [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] referred at para 36, LIC v. D.J. Bahadur [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] in which the relevant para 22 of LIC case [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] is extracted as under : (Hari Nandan Prasad case [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , SCC p. 213)

“36. ... ‘22. The Industrial Disputes Act is a benign measure which seeks to pre-empt industrial tensions, provide the mechanics of dispute resolutions and set up the necessary infrastructure, so that the energies of the partners in production may not be dissipated in counterproductive battles and the assurance of industrial justice may create a climate of goodwill.’ (D.J. Bahadur case [(1981) 1 SCC 315 : 1981 SCC (L&S) 111 : (1981) 1 SCR 1083] , SCC p. 334, per Krishna Iyer, J.)

In order to achieve the aforesaid objectives, the Labour Courts/Industrial Tribunals are given wide powers not only to enforce the rights but even to create new rights, with the underlying objective to achieve social justice. Way back in the year 1950 i.e. immediately after the enactment of the Industrial Disputes Act, in one of its first and celebrated judgment in Bharat Bank Ltd. v. Employees [1950 SCC 470 : AIR 1950 SC 188 : 1950 LLJ 921 at p. 948] this aspect was highlighted by the Court observing as under : (AIR p. 209, para 61)

“61. ... In settling the disputes between the employers and the workmen, the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it considers reasonable and proper, though they may not be within the terms of any existing agreement. It has not merely to interpret or give effect to the contractual rights and obligations of the parties. It can create new rights and obligations between them which it considers essential for keeping industrial peace.”

25.3. And again at para 37, observing that the aforesaid sweeping power conferred upon the Tribunal is not unbridled and is circumscribed by this Court in *New Maneck Chowk Spg. & Wvg. Co. Ltd. v. Textile Labour Assn.* [AIR 1961 SC 867], the relevant para 6 of which is extracted as under : (*Hari Nandan Prasad case* [*Hari Nandan Prasad v. Food Corporation of India*, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408], SCC p. 213, paras 37-38)

“37. ... ‘6. ... This, however, does not mean that an Industrial Court can do anything and everything when dealing with an industrial dispute. This power is conditioned by the subject-matter with which it is dealing and also by the existing industrial law and it would not be open to it while dealing with a particular matter before it to overlook the industrial law relating to that matter as laid down by the legislature or by this Court.’ (*Textile Labour Assn. case* [AIR 1961 SC 867], AIR p. 870)

38. It is, thus, this fine balancing which is required to be achieved while adjudicating a particular dispute, keeping in mind that the industrial disputes are settled by industrial adjudication on principle of fair play and justice.”

26. In view of the aforesaid statement of law laid down by this Court after adverting to the powers of the Industrial Tribunal and the Labour Court as interpreted by this Court in the earlier decisions referred to supra, the said principle is aptly applicable to the fact situation of the case on hand, for the reason that the Labour Court recorded a finding of fact in favour of the workman that the termination of services of the appellant herein is not legal and valid and further reaffirmed the said finding and also clearly held that the plea taken in the order of termination that he was appointed on contract basis as a driver is not proved by producing cogent evidence. Further, we hold that even if the plea of the employer is accepted, extracting work though of permanent nature continuously for more than three years, the alleged employment on contract basis is wholly impermissible. Therefore, we have held that it amounts to an unfair labour practice as defined under Section 2(ra) of the ID Act, 1947 read with Section 25-T which is prohibited under Section 25-U, Chapter V-C of the ID Act, 1947. We have to hold that the judgment of the High Court in reversing the award is not legal and the same is set aside by us.

21. In the order of termination, it is alleged that on account of negligent driving of the bus by the appellant workman the accident of the vehicle happened, the said allegation was neither proved in the inquiry required to be conducted nor producing evidence before the Labour Court by the respondent Corporation. Therefore, the High Court has failed to examine the above vital aspects of the case on hand and erroneously interfered with the award passed by the Labour Court in exercise of its extraordinary and supervisory jurisdiction under Articles 226 and 227 of the Constitution of India. This exercise of power is contrary to the law laid down by this Court in *Harjinder Singh v. Punjab State Warehousing Corpn.* [(2010) 3 SCC 192 : (2010) 1 SCC (L&S) 1146], wherein this Court held thus : (SCC p. 205, para 21)

“21. Before concluding, we consider it necessary to observe that while exercising jurisdiction under Articles 226 and/or 227 of the Constitution in matters like the present one, the High Courts are duty-bound to keep in mind that the Industrial Disputes Act and other similar legislative instruments are social welfare legislations and the same are required to be interpreted keeping in view the goals set out in the Preamble of the Constitution and the provisions contained in Part IV thereof in general and Articles 38, 39(a) to (e), 43 and 43-A in particular, which mandate that the State should secure a social order for the promotion of welfare of the people, ensure equality between men and women and equitable distribution of material resources of the community to subserve the common good and also ensure that the workers get their dues. More than 41 years ago, Gajendragadkar, J. opined that:

‘10. ... the concept of social and economic justice is a living concept of revolutionary import; it gives sustenance to the rule of law and meaning and significance to the ideal of welfare State.’

(*State of Mysore v. Workers of Gold Mines* [AIR 1958 SC 923], AIR p. 928, para 10.)”

24. We are of the opinion that the view taken in *Maharashtra SRTC* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] at para 36 after distinguishing *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is the plausible view. Therefore, we have to hold that the finding of the High Court in setting aside the finding of fact recorded by the Labour Court in its award by applying *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is wholly untenable in law. Therefore, the same is set aside by this Court.

23. Further, the reliance placed upon the decision of this Court on *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] by the High Court to reverse the finding of fact recorded in the award in favour of the workman in answering the points of dispute in the negative, is not tenable in law in view of the judgment of this Court in *Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana* [*Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchhari Sanghatana*, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513], wherein, this Court after adverting to *Umadevi (3)* case [*State of Karnataka v. Umadevi (3)*, (2006) 4 SCC 1 : 2006 SCC (L&S) 753] at para 36, has held that the said case does not denude the Industrial and Labour

Courts of their statutory power under Section 30 read with Section 32 of the MRTU and PULP Act to order permanency of the workers who have been victims of unfair labour practice on the part of the employer under Item 6 of Schedule IV where the posts on which they have been working exist". (SCC p. 574)

Further, this Court held that : (SCC p. 574, para 36)

"36. ... Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] cannot be held to have overridden the powers of the Industrial and Labour Courts in passing appropriate order under Section 30 of the MRTU and PULP Act, once unfair labour practice on the part of the employer under Item 6 of Schedule IV is established."

By not employing a person on permanent regular basis against the permanent vacancy and engaging contract labours for a work of permanent perennial nature either directly or by outsourcing agencies, the management of NHPC is held adopting unfair labour practice which is prohibited under the Act.

Reference may be taken of judgment of Hon'ble Supreme Court in the case of **Jaggo v/s Union of India reported in (2024) SCC Online SC 3826**, the relevant paragraphs of this judgment are being reproduced as follows:-

"22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

- **Misuse of "Temporary" Labels:-** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

- **Arbitrary Termination:-** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

- **Lack of Career Progression:-** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.

- **Using Outsourcing as a Shield:-** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

- **Denial of Basic Rights and Benefits:-** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances."

The principle laid down in the case of Jaggo (Supra) has been followed by Hon'ble Supreme Court in the case of **Shripal Vs. Nagar Nigam Ghaziabad in Civil Appeal No. 8157/2024 (2025 INSC 144)**. The relevant portion of the said judgment is being reproduced as follows:-

"12. The evidence, including documentary material and undisputed facts, reveals that the Appellant Workmen performed duties integral to the Respondent Employer's municipal functions specifically the upkeep of parks, horticultural tasks, and city beautification efforts. Such work is evidently perennial rather than sporadic or project-based. Reliance on a general "ban on fresh recruitment" cannot be used to deny labor protections to long serving workmen. On the contrary, the acknowledged shortage of Gardeners in the Ghaziabad Nagar Nigam reinforces the notion that these positions are essential and ongoing, not intermittent. By requiring the same tasks (planting, pruning, general upkeep) from the Appellant Workmen as from regular Gardeners but still compensating them inadequately and inconsistently the Respondent Employer has effectively engaged in an unfair labour practice.

The principle of "equal pay for equal work," repeatedly emphasized by this Court, cannot be casually disregarded when workers have served for extended periods in roles resembling those of permanent employees. Long-standing assignments under the Employer's direct supervision belie any notion that these were mere short-term casual engagements.

14. *The Respondent Employer places reliance on Umadevi (supra) to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are "illegal" and those that are "irregular," the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.*

15. *It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records—despite directions to do so—allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite "temporary" employment practices as done by a recent judgement of this court in Jaggo v. Union of India*

16. *The High Court did acknowledge the Employer's inability to justify these abrupt terminations. Consequently, it ordered re-engagement on daily wages with some measure of parity in minimum pay. Regrettably, this only perpetuated precariousness: the Appellant Workmen were left in a marginally improved yet still uncertain status. While the High Court recognized the importance of their work and hinted at eventual regularization, it failed to afford them continuity of service or meaningful back wages commensurate with the degree of statutory violation evident on record.*

17. *In light of these considerations, the Employer's discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period.* 18. *The impugned order of the High Court, to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby set aside with the following directions:-*

I. The discontinuation of the Appellant Workmen's services, effected without compliance with Section 6E and Section 6N of the U.P. Industrial Disputes Act, 1947, is declared illegal. All orders or communications terminating their services are quashed. In consequence, the Appellant Workmen shall be treated as continuing in service from thereof their termination, for all purposes, including seniority and continuity in service.

II. The Respondent Employer shall reinstate the Appellant Workmen in their respective posts (or posts akin to the duties they previously performed) within four weeks from the date of this judgment. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.

III. Considering the length of service, the Appellant Workmen shall be entitled to 50% of the back wages from the date of their discontinuation until their actual reinstatement. The Respondent Employer shall clear the aforesaid dues within three months from the date of their reinstatement.

IV. The Respondent Employer is directed to initiate a fair and transparent process for regularizing the Appellant Workmen within six months from the date of reinstatement, duly considering the fact that they have performed perennial municipal duties akin to permanent posts. In assessing regularization, the Employer shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Appellant Workmen or to similarly situated regular employees in the past. To the extent that sanctioned vacancies for such duties exist or are required, the Respondent Employer shall expedite all necessary administrative processes to ensure these longtime employees are not indefinitely retained on daily wages contrary to statutory and equitable norms."

It comes out from the record that the workmen, though were having required qualification for the job were not appointed by the management of NHDC by following recruitment process and this fact is not disputed by them in their pleadings when they alleged that the Director of the management who happened to be local MLA also, forwarded the application of workmen Surendra Singh Solanki and he was engaged by NHDC after interview. Second

workmen also alleges that he was engaged by management after test and interview, though there is nothing on record to substantiate his this claim, hence appointments by management even if be taken to be true are not regular employments though, as stated earlier there is no evidence except the on oath statements of the workmen to support the application that they were appointed by the management of NHDC rather there is ample evidence on record that they are employees of different out sourcing agency. This fact also transpires from record that the management of NHDC has provided them opportunity to participate in the recruitment process two times first in 2005 and second in 2013-2014 but they could not succeed.

In light of these established facts, the services of the workmen cannot be regularized as employees of NHDC but keeping in view all the facts and circumstances of the case in hand and the fact that management is guilty of adopting unfair labour practice by taking job from these workmen for 10 years or more as out sourcing employees, interest of justice will be served, if they are paid a lump-sum compensation in lieu of their rights which is computed at Rs. 5 Lac to each of the workmen payable to them within 30 days from the date of publication of award, failing which interest @ 6% per annum from the date of award till payment, will serve the ends of justice.

On the basis of above discussion and findings, the reference deserves to be answered as follows:-

AWARD

Holding the demand of regularization in NHDC Ltd., Bhopal by Shri Surendra Singh Solanki & Shri Ganesh Ramteke on the ground of working as Assistant through different contractors in NHDC for last 11-12 years continuously, completing 240 days every year after discontinuing the contract work by NHDC from 01.03.2012 not justified, they are entitled to a lump-sum compensation in lieu of their rights which is computed at Rs. 5 Lac to each of the workmen payable to them within 30 days from the date of publication of award, failing which interest @ 6% per annum from the date of award till payment,”

No order as to cost.

DATE:- 04/09/2025

P.K. SRIVASTAVA, Presiding Officer