

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

I.D. NO.64/2022

Sh. Aziz Khan & 40 others,

Through- Delhi Rajya General Workers Union,
08/425, TrilokPuri, Delhi-110091.

VERSUS

1. The Chairman & Managing Director,

Bharat Heavy Electricals Ltd.

BHEL House, Siri Fort, New Delhi-110049.

2. Aroon Aviation Services Pvt. Ltd.

A-113, Road No. 02, Mahipalpur Extension,
New Delhi-110037.

3. Sai Hospital Services,

B/34, Part-II, Lajpat Nagar, New Delhi-110037.

Order dated 22.06.2026

This order shall dispose of an application under section 10(4) of the Industrial Disputes Act read with section 151 of CPC with the prayer that direction be issued to the management to give wage parity to the claimant workmen with the other workers covered in the Industrial Dispute titled as **Udaibir Singh and Ors vs. Bharat Heavy Electricals Ltd. ID No. 94/2013**, pending with this Tribunal.

2. The claimant's case is that all the forty-one workers in the present case had been working continuously without any break for the last many years ranging upto 19 years now with the management as attendants, sweepers/sanitary workers, electricians, plumber, carpenter and telephone operator etc. Initially, they were engaged on daily wage basis and thereafter

they were engaged by the management through its different agencies from time to time for working at its different offices at New Delhi and Noida. They have been as an often transferred by the management from its one office to the other office both in Delhi and Noida. They have continued to work despite repeated change of contractors during the period of up to 19 years. At the time of change of contractors the claimant workers were never given any terminal dues so as to affect the break in service. All these workers were being paid their wages and other allowances directly or indirectly by the management of BHEL and these workers have been engaged through the agencies of various contractors w.e.f. 2011 in a camouflage manner under sham contracts. Claimant workmen were being paid a meager salary as stated in the **Annexure P-1**. They are often made to do overtime duties but they were never given double overtime as prescribed by law. According to him, 319 workers had raised an industrial dispute in the year 2014 for regularization of their services and wage parity. At the time of raising the industrial dispute, the claimant workers were getting parity in wages with the workers covered under the industrial disputes titled as **Udaibir and others vs. Bharat Heavy Electricals Ltd. ID No. 94/2013**. During the conciliation proceedings a settlement was arrived at between the parties where in it was agreed between the management and the workmen/their union that the union would not insist on regularization of the services of these workmen at the moment and the employer shall maintain parity in wages of the workmen. Further, management has been asked not to dispense with the services of the workmen. According to him, contrary to the above settlement, the wages of the claimant workmen was drastically reduced w.e.f. 01.07.2019.

3. The above said application was replied by the management. Management had taken the objection stating that the application is blatant abuse of the process of law, hence not maintainable. There is no occasion or any cause of action for the claimants to file the present application, in any of its form or content, much less to speak of U/s 10(4) of the I.D. Act and Rules. He had filed a detailed written statement and seeks the indulgence of this Hon'ble Tribunal to refer the same at the time of arguments. There is no occasion for the

claimant to refer to some settlement arrived in 2015, which is no way binding between the parties in the present dispute. Present application is not maintainable upon reading of the entire order of reference. Order passed in ID No. 94/2013 was itself not maintainable, hence has been stayed by the **Hon'ble High Court in WP (c) 10148/2019**, which is pending for adjudication. In all, he submits that application be dismissed with cost.

4. Rejoinder has been filed by the claimant countering the submission of the respondent management and affirming the facts mentioned in his application.

5. Before disposing such application, terms of reference sent to this Tribunal by appropriate government is required to be produced herein:

“1. Whether the dispute raised by Delhi Rajya General Workers Union, Delhi vide letter dated 30.06.2020 and 22.07.2020 in respect of Sh. Aziz Khan and 40 others (list attached) is maintainable on account lack of territorial jurisdiction and the settlement dated 20.01.2015?

2. If yes at S.No.1, whether the contractors engaged by the management of BHEL from time to time during service of Sh. Aziz Khan and 40 others workers concerned are sham and camouflage? If yes, to what relief including the relief of regularization in service, are the disputant workers entitled and what directions are necessary in this regard?

3. If yes at S.No.1, whether the demand of Delhi Rajya General Workers Union, Delhi vide letter dated 30.06.2020 and 22.07.2020 in respect of Sh. Aziz Khan and 40 others (list attached) for payment of salary, allowances and benefits at par with their regular employees of BHEL is proper, legal and justified? If yes, to what reliefs are the disputant workers entitled and what directions are necessary in this regard?”

6. Whole of the case, as set out in the application, revolves around the fact of the settlement arrived at between the workmen union as well as the management in case titled as **workmen of Bharat Heavy Electricals Ltd. v. Bharat Heavy Electricals Ltd. and M/s. Aroon Aviation Services Pvt. Ltd. in the year 2014** which had been filed before the Regional Labour Commissioner (C), which was resulted into settlement there. Both the parties had entered into settlement. Terms of settlement arrived at between the workmen union as well as the management is required to be reproduced herein. For convenience, the terms of the settlement arrived there is pasted as it was:

Annexure P-2
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FORM 11
(See Rule 58)

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF BHARAT HEAVY ELECTRIC LTD., M/S AROON AVIATION SERVICES PVT. LTD. AND M/S OYNX MANAGEMENT SERVICES PVT. LTD. AND DELHI STATE GENERAL WORKERS' CONGRESS OVER REGULARISATIONS OF THE SERVICES OF THE WORKMEN AND ALLEGED REDUCTION IN SALARY AND OTHER CONDITIONS OF SERVICE INCLUDING MAINTAINING PARITY IN THE WAGES OF THE WORKMEN.

NAMES OF THE PARTIES:

Management (From 1 - 5)

1. Sh. K. K. Nair, General Manager (HR), BHEL
2. Sh. V. K. Singh, Sr. Dy. General Manager (HR-GAX), BHEL
3. Sh. Manoj Kumar, Law Officer, BHEL
4. Sh. Praveen Nautiyal, Country Head-OPS, M/s Aroon Aviation Services Pvt. Ltd.
5. Sh. Parmet Singh, Director, M/s OYNX Management Services Pvt. Ltd.

Workmen (Sl. No. 6)

6. Sh. Jagdish Prasad, President, Delhi State General Workers' Congress

SHORT RECITAL OF THE CASE

The workmen numbering 198 employed through the contractor, M/s Aroon Aviation in the first instance and workmen numbering 121 employed through M/s Oynx Management Services Pvt. Ltd. at the second instance through the President, Delhi State General Workers' Congress raised an industrial dispute vide representation dated 27.6.2014 and subsequent representation dated 26.8.2014 over their demands for regularisation of all the workmen and for not reducing as well as maintaining parity in their wages and other conditions of service. The union mentioned in the representations that the management of BHEL has decided to change the contractors and ensure that the workmen numbering 319 who have been working for the last about 04 years would hence forward get less wages and lower conditions of services than those that would be available to the rest of the workmen who have been working from last about 25 years. The union pleaded that the contemplated action on the part of the management amounts to discrimination. The union also demanded that the services of all the workmen should be regularised.

After protracted discussion between the parties and the best efforts by the undersigned the parties agreed to resolve the dispute in the following terms:

Jyoti
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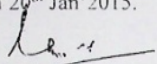
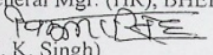
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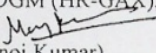
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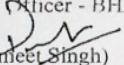
TERMS OF SETTLEMENT

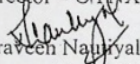
1. The union shall not insist on regularization of the services of the workmen at the moment except of the workmen in whose respect industrial disputes are pending in the CGIT, Delhi over their regularisation.
2. The employer/s shall maintain parity in wages of the workmen in accordance with their level of skill and number of years of service.
3. The employer/s shall ensure that the services of the workmen already working shall not be dispensed with except when the management of BHEL requires to reduce the number after complying with the provisions of law.

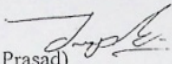
Signed on 20th Jan'2015.


(K. K. Nair)
General Mgr. (HR), BHEL

(V. K. Singh)
Sr. DGM (HR-GAX), BHEL

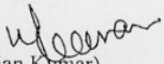

(Manoj Kumar)
Law Officer - BHEL

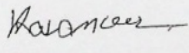

(Parmet Singh)
Director - OMNIX Management Services Pvt. Ltd.


(Praveen Nair)
Country Head - OPS, Aroon Aviation Services Pvt. Ltd.

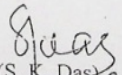

(Jagdish Prasad)
President - Delhi State General Workers' Congress

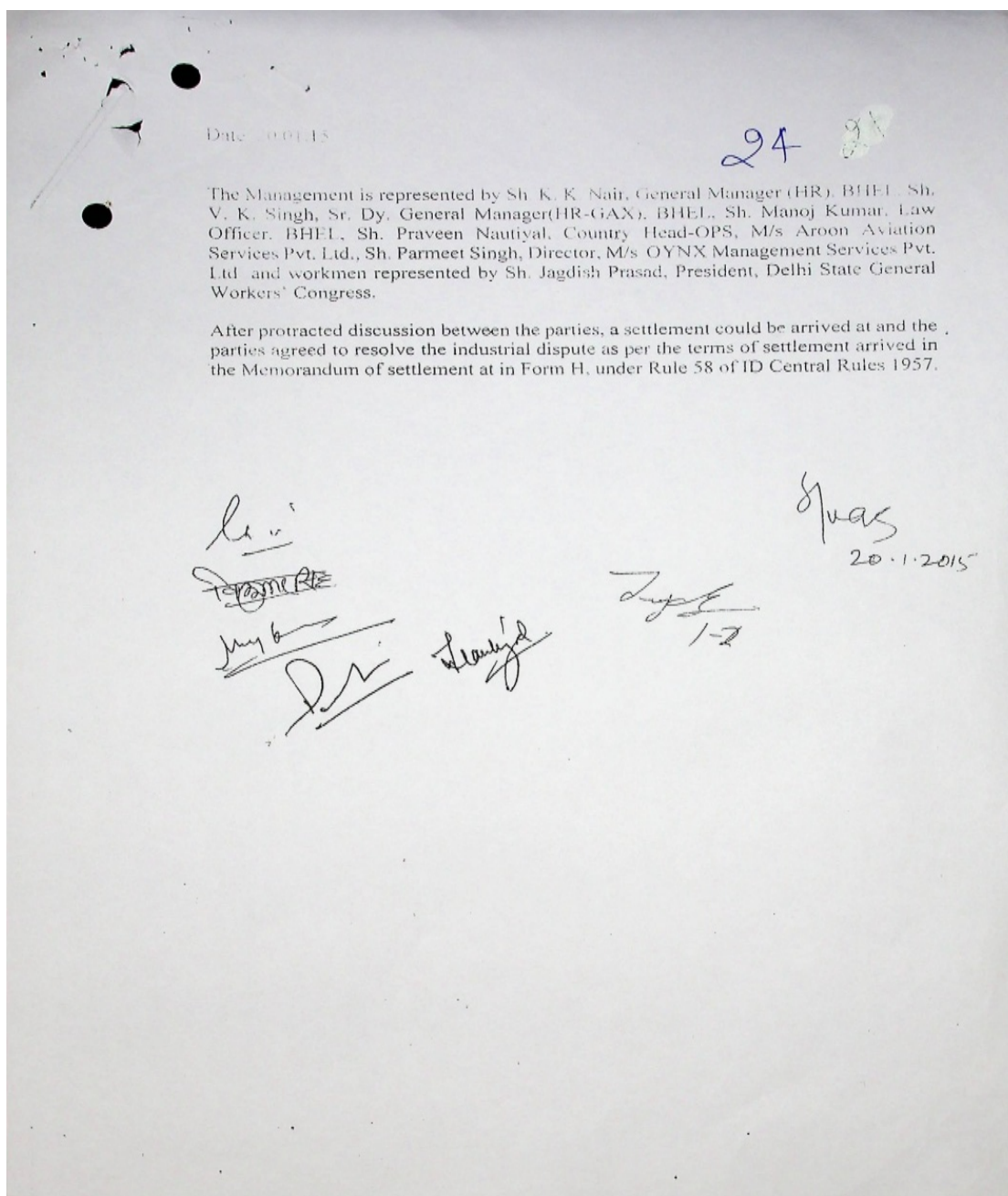
Witnesses


1. (Niranjana Kumar)
ALC (C), N. Delhi-110001.


2. (Karamveer Singh)
Vice President - Delhi State General Workers' Congress.

Before:


(S. K. Das) 20.01.2015
Regional Labour Commissioner (Central),
New Delhi.
Dated: 20.01.2015



7. There the 391 claimants working with the management (BHEL) through contractor had made prayer for regularization of their services w.e.f. their initial date of joining with the management of BHEL. He further claims that equal wages and other service benefit condition as given to regular staff of the management performing similar work w.e.f. their initial date of joining.

8. Claimants by moving the present application has drawn the attention of this Tribunal towards the recital made in the above said claim resulted into settlement where it was held that the union shall not insist on regularisation of the services of the workmen at the moment except of the workmen in whose respect industrial disputes are pending in the CGIT, Delhi over their regularization. The second clause is that the employer shall maintain parity in wages of the workmen in accordance with their level of skill and number of years of services. But, the counsel wants that the first term of the settlement shall be read in relation of the Udaibir vs. BHEL which is pending in this Tribunal. Secondly, what he has said till 2019 there is a parity of the remuneration received by the workmen herein and the workers of Udaibir. In 2019 when the new contractor had been inducted the wages of 391 workers had been reduced drastically. On 31.12.2019, the workers at Delhi in Udaibir's case were paid of Rs. 19,896/- while the wages paid to the claimant working at Noida was Rs. 10,016/-. On 01.01.2024, till date the workmen at Delhi in Udaibir case has been getting Rs. 23,546 while workers posted at Noida has been getting Rs. 12,384/- per month. According to him, the disparity of the wages is so much large that workmen herein despite reaching into settlement in the above mentioned where they had showed that they will not insist for regularisation of services at this moment was forced to file this claim for regularisation of the services with the management though, in 2014 or 2015 the workmen services are for four years or longer only in comparison to the length of service in Udaibir case. So, he submits that this Tribunal has ample power for giving direction to the management to pay the wages equal to the workmen in Udaibir case where they have been paid the wages of Rs. 23,546 under section 10 (4) giving interim relief to the workers working at Noida.

9. The Ld. AR for the claimants has relied upon the judgments of **Hind Cycles Ltd. v. Workmen 1973, 3 SCC 544, Indian Farmers Fertilizer Coop. Ltd. v. Industrial Tribunal I, Allahabad, (2002) 3 SCC 544, Rajsthan SRTC v. Krishna Kant, (1995) 5 SCC 75, and Agra Electric Supply. Co. Ltd. v. Workmen, (1983) 1 SCC 436**. By citing the said judgments, the Ld. AR for the claimants has submitted that this Tribunal has ample power to grant interim relief to the workmen by directing the management to pay the wages equal to those received by the workmen in *Udaibirsingh v. BHEL (Supra)*.

10. Per contra, management-1 has relied upon the judgments in **Bharat Heavy Electricals Ltd. v. Mahendra Prasad Jakhmola and Ors. (2019) 13 SCC 82** as well as **Prabhakar vs. Joint Director, Sericulture Department and Anr., (2015) 15 SCC 1**. It has been submitted that the reference itself is under challenge and therefore, no interim relief can be granted. It is submitted that the workmen were engaged through contractors and, therefore, it cannot be said that the claimants were employed by management-1. Consequently, no question arises of granting any interim relief.

11. I have heard the arguments and gone through the reference in question. By the present reference, the appropriate government has not referred any issue with regard to parity of wages in the present case, nor any such issue has been referred in *Udaibirsingh v. BHEL (Supra)* which is pending adjudication before this Tribunal. The reference in *UdaibirSingh* was made in the year 2013 and the matter is still at the stage of evidence whereas the present reference in respect of Sh. Aziz Khan and 40 other workmen was made in the year 2022. Out of 41 workmen involved in the present case, admittedly, 11 workmen were not in the list of the workmen who filed an industrial dispute in 2014 against the management of BHEL and its contractors, wherein a settlement had been arrived at between 391 workmen and the management. The Ld. AR for the claimants has submitted that the principle of 'equal pay for equal work' is also applicable to these workmen.

12. I have gone through the case relied upon by the Ld. AR for the claimants. It is not disputed that this Tribunal has ample power to grant interim relief to the claimants in appropriate case. However, it depends upon the facts and circumstances of each case. The fact in *Hind Cycles Ltd. (Supra)* were totally different, where the workmen had sought interim relief on the basis of recommendations of the central wage board for engineering industries dated 12.02.1966, which had been accepted by the Central Government on 23.07.1966 on the basis that the dispute was not likely to come to an end at an early date. In the present case, there is nothing on record to show that any such recommendation has been accepted by the Central Government or that the workmen are employees of BHEL.

Similarly, the facts of the case relied upon by the Ld. AR for the claimants in *Indian Farmers Fertilizer Coop. Ltd. (Supra)* were also totally different, where

the Tribunal had gone beyond the terms of reference in a dispute regarding termination. The facts in *Rajsthan SRTC v. Krishna Kant (Supra)* is also different altogether and have no relevance to the controversy of the present case.

13. Considering the fact that none of the claimants herein are parties in the proceedings of *Udaibir Singh (Supra)*, the wages being paid to the workmen in that case cannot be given to the claimants herein for the simple reason that no workman can take the benefit of the cases pending herein in respect of their wages. Moreover, in the *Udaibir Singh (Supra)*, there is no question arises under section 10(4) (1) of the Act regarding wages.

14. The dispute in the present case is with regard to status of the workmen, namely, whether they were employees of the contractors or of BHEL. Without deciding the foundational issue, interim relief in the nature of parity of wages with the workmen involved in another pending dispute cannot be granted. It is also worth mentioning here that out of 41 workmen in the present case, 11 of them were not concerned with the disputes raised by the workmen in 2013 or 2014.

15. An industrial adjudicator has to apply judicial mind while granting interim relief in appropriate cases. There is no dispute that this Tribunal has wide discretion for granting interim relief. However, considering the facts and circumstances of the present case, the workmen's case doesn't stand anywhere in granting interim relief of parity of wages with the workmen involved in *Udaibir Singh* case, which is still pending adjudication before this Tribunal.

Therefore, the application in hand stands dismissed.

Dated 22.06.2026

ATUL KUMAR GARG
Presiding Officer
CGIT – cum – Labour Court – II