

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT, JABALPUR**

NO. CGIT/LC/C/05/2022

Present: P.K.Srivastava

H.J.S..(Retd)

Y Anil

S/o. Late Y J Gabriel

16 SKMS Bhavan, Bachel

District – Dantewada (C.G.)

Workman

Versus

1. Union Of India

**Through the Secretary
Ministry of Mines,
Shastri Bhawan, New Delhi.**

2. Deputy Labour Commissioner

**D/6, Adarsh Society, Sector-1
Avanti Vihar, Raipur (C.G.)**

3. Deputy General Manager

**NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)**

4. Asst. General Manager (Personnel)

**NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)**

5. Executive Director

**NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)**

Management

2. CGIT/LC/C/10/2022

Sanju Kumar Burman

S/o. Saukhi Lal Burman & 9 Others

143/2, Ward No.17, Behind Police Chowki,

Hinota, Majhgawan, Distt.- Panna (MP)

Workman

Versus

1. **Union Of India**
Through the Secretary
Ministry of Mines,
Shastri Bhawan, New Delhi.
2. **Deputy Chief Labour Commissioner**
D/6, Adarsh Society, Sector-1
Avanti Vihar, Raipur (C.G.)
3. **Deputy General Manager (pers)**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
4. **Asst. General Manager (Personnel)**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
5. **Executive Director**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)

3. CGIT/LC/C/11/2022

Jaypal Yadav
S/o. Leela Dhar Yadav & 9 Others
Qtr. No. II/DS/247, Gandhi Nagar,
Kirandul, Dakshin Bastar
District – Dantewada (CG)

Management

Workman

Versus

1. **Union Of India**
Through the Secretary
Ministry of Mines,
Shastri Bhawan, New Delhi.
2. **Deputy Chief Labour Commissioner**
D/6, Adarsh Society, Sector-1
Avanti Vihar, Raipur (C.G.)
3. **Deputy General Manager (Pers)**
NMDC LTD, Bailadila Iron Ore Mine, Kriandul
Complex, Distt.- South Bastar Dantewada (C.G.)

4. **Asst. General Manager (Personnel)**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
5. **Executive Director**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)

Management

4. CGIT/LC/C/12/2022

Amarnath Reddy & 9 Others
Type II/F/418, ODS, Ward No. 13, VTC
Kirandul, PO Kirandul, Sub Distt.-Kuwakonda
District – Dakshin Bastar, Dantewada (CG)

Workman

Versus

1. **Union Of India**
Through the Secretary
Ministry of Mines,
Shastri Bhawan, New Delhi.
2. **Deputy Chief Labour Commissioner**
D/6, Adarsh Society, Sector-1
Avanti Vihar, Raipur (C.G.)
3. **Deputy General Manager (pers)**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
4. **Asst. General Manager (Personnel)**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
5. **Executive Director**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)

Management

5. CGIT/LC/C/13 /2022

Tapu Ram & 4 Others

S/o. Mantri Ram

H.No. 00, Ward No. 09, BadeBacheli

Dakshin Bastar, Dantewada (CG)

Workman

Versus

1. Union Of India

Through the Secretary

Ministry of Mines,

Shastri Bhawan, New Delhi.

2. Deputy Chief Labour Commissioner

D/6, Adarsh Society, Sector-1

Avanti Vihar, Raipur (C.G.)

3. Deputy General Manager (pers)

NMDC LTD

Bailadila Iron Ore Mine, Kriandul Complex,

Distt.- South Bastar Dantewada (C.G.)

4. Asst. General Manager (Personnel)

NMDC LTD

Bailadila Iron Ore Mine, Kriandul Complex,

Distt.- South Bastar Dantewada (C.G.)

5. Executive Director

NMDC LTD

Bailadila Iron Ore Mine, Kriandul Complex,

Distt.- South Bastar Dantewada (C.G.)

Management

6. CGIT/LC/C/14/2022

Hemant Tirkey & 9 others

R/o 4/E47, Nayak Toli, Edalhatu New Area,

Morabadi, Eadalhatu, Ranchi Jharkhand

Workman

Versus

1. Union Of India

Through the Secretary

Ministry of Mines,

Shastri Bhawan, New Delhi.

2. Deputy Chief Labour Commissioner
D/6, Adarsh Society, Sector-1
Avanti Vihar, Raipur (C.G.)
3. Deputy General Manager (pers)
NMDC LTD,
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
4. Asst. General Manager (Personnel)
NMDC LTD,
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
5. Executive Director,
NMDC LTD,
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)

Management

7. CGIT/LC/C/15/2022

Arshad & 9 others
S/o Vakil Ahmad,
R/o 126, Ward No. 10, Badebacheli, (M)
Dakshin Baster, Dantewada (CG)

Workman

सत्यमेव जयते
Versus

1. Union Of India
Through the Secretary
Ministry of Mines,
Shastri Bhawan, New Delhi.
2. Deputy Chief Labour Commissioner
D/6, Adarsh Society, Sector-1
Avanti Vihar, Raipur (C.G.)
3. Deputy General Manager (pers),
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
4. Asst. General Manager (Personnel)
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)

5. Executive Director
 NMDC LTD
 Bailadila Iron Ore Mine, Kriandul Complex,
 Distt.- South Bastar Dantewada (C.G.)

Management

8. CGIT/LC/C/16/2022

Vikram Kumar, & 9 others,
 S/o Nakul Singh Pikeshwar,
 R/o ODS 410, II/F,
 Ward No. 13, civil office, Kiranjdul,
 Dantewada (CG)

Workman

Versus

1. Union Of India
 Through the Secretary
 Ministry of Mines,
 Shastri Bhawan, New Delhi.
2. Deputy Chief Labour Commissioner
 D/6, Adarsh Society, Sector-1
 Avanti Vihar, Raipur (C.G.)
3. Deputy General Manager (pers),
 NMDC LTD
 Bailadila Iron Ore Mine, Kriandul Complex,
 Distt.- South Bastar Dantewada (C.G.)
4. Asst. General Manager (Personnel)
 NMDC LTD
 Bailadila Iron Ore Mine, Kriandul Complex,
 Distt.- South Bastar Dantewada (C.G.)
5. Executive Director
 NMDC LTD
 Bailadila Iron Ore Mine, Kriandul Complex,
 Distt.- South Bastar Dantewada (C.G.)

Management

9. CGIT/LC/C/17/2022

Rajesh Kumar & 9 others
 S/o Hardeo Singh,
 R/o - Sahora, Belhauri, Patna, Bihar

Workman

Versus

1. **Union Of India**
Through the Secretary
Ministry of Mines,
Shastri Bhawan, New Delhi.
2. **Deputy Chief Labour Commissioner**
D/6, Adarsh Society, Sector-1
Avanti Vihar, Raipur (C.G.)
3. **Deputy General Manager (pers),**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
4. **Asst. General Manager (Personnel)**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
5. **Executive Director**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)

10.CGIT/LC/C/18/2022

Anil Kumar Kashyap, & 9 others
S/o Narshing Kashyap,
R/o 137, Gandhi Nagar, Kirandul,
(M) Dakshin Baster, Dantewada (CG)

Management

Workman

Versus

1. **Union Of India**
Through the Secretary
Ministry of Mines,
Shastri Bhawan, New Delhi.
2. **Deputy Chief Labour Commissioner**
D/6, Adarsh Society, Sector-1
Avanti Vihar, Raipur (C.G.)
3. **Deputy General Manager (pers),**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)

4. **Asst. General Manager (Personnel)**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)
5. **Executive Director**
NMDC LTD
Bailadila Iron Ore Mine, Kriandul Complex,
Distt.- South Bastar Dantewada (C.G.)

Management

(J U D G M E N T)

(Passed on this 06th day of May- 2025)

All these cases have been filed by different workmen/ applicants u/s. 33(C-2) of the Industrial Disputes Act 1947 (in short the “Act”). Since, the facts in all these cases are similar and the dispute is also one and the same, these cases are being disposed after hearing by a common judgment.

Case of the applicants in these cases is that, there was a Memorandum of Settlement(MOS) dated 19.02.2014 which remained in operation for a period up to five years ie; up to 31.12.2016. In fact this MOS was entered into between the Management of NMDC (the OPs) and their Workmen, represented by the All India NMDC Workers Federation and its affiliated union. Earlier to this, there was a Memorandum of Settlement between the parties entered into on 01.05.2010 which expired on 31.12.2011. Thereafter, the union submitted a fresh charter of demands on 04.07.2012 and hence this settlement(MOS), which commenced from 01.01.2012 till 31.12.2016 i.e. period of five years and was applicable to those who had joined/ appointed with the Management within the period from 01.01.2012 to 31.12.2016. According to Clause-13.1, it was agreed upon between the parties that consequent upon implementation of theMOS, in case there is a reduction in emoluments (Basic+D.A.+Allowances) paid to the workmen who joined the company on or after 01.01.2012 till date of signing of the Memorandum of Settlementi.e. 19.02.2014, the same shall be protected by fixing the basic pay in the revised scale.

According to the applicant workmen, they being posted in the Kirandul Unit, were given lower initial pay than other similarly placed employees in the same grade working at Bachel Unit though both had joined within the period & the said MOS was applicable in spite of the fact that both

the units were covered by the said MOS. Thus, the management acted arbitrarily in not granting parity in its two units, hence the action of management is unjust and illegal. Applicants have prayed that, direction be issued to management to provide pay scale and other benefits including pay and D.A. to the applicants at par with employees of their batch working at Bacheli Unit.

Case of management in the written reply to the petition is mainly that this MOS has been completed as it was in force till 31.12.2016 and now another MOS dated 06.02.2019 is in operation. The employees in the Kirandul Unit joined in the month of March-2015 and their pay was fixed in accordance with the MOS dated 19.02.2014, they joined as a trainee in March-2015 on consolidated stipend of Rs. 11,000/- per month. They were regularized after successfully completing training of 18 months in the regular pay scale of 11,330/- 3% - 20,000/- (RS - 2) w.e.f. September-2016 on the initial pay of Rs. 11,330/- + D.A. and allowances admissible. Hence, according to management, they have not violated any MOS as alleged. It is further the case of management is that the provision of Protection of Pay is available to the applicant petitioners only who have joined between 01.01.2012 to 19.02.2014 as per Clause-13.1 of the MOS, because it applies only to those who joined before 01.01.2012 & 19.02.2014. Also that the employees who joined after 20.02.2014 i.e. after the date of signing of the MOS were treated as fresh appointees and their pay was fixed accordingly. Hence, the MOS is not applicable to the petitioners who are appointees of 2015 batch of Kirandul Unit. Further, according to management, the employees in the Bacheli Unit with whom the parity is being claim under the MOS joined in September-2013, hence they are senior in service to the petitioners of RS-2 batch in Kirandul who joined in March-2015 and will automatically get salary higher to their juniors in Kirandul Unit who joined in 2015.

Furthermore, according to management after lapse of the said MOS, another Tripartite Wage Memorandum of Settlement has been signed between the parties, which is an effect from 01.01.2017 till date. According to Clause-15.5 of this Settlement, *“this Memorandum of Settlement is in full and final satisfaction of all the demands raised by the federation, in their charter of demands dated 04.07.2012, therefore during operation of this settlement, no demand having monetary value/financial implication shall be made nor*

any dispute raised in dispute of matters settled by this Memorandum of Settlement”.

Management has also referred to Clause-15.7 of the Memorendum of Settlementin this respect being reproduced as follows:

“In respect of any anomalies that may arise in the revised wage structure or for any difficulty in implementation of any of the provisions of this settlement, the same shall be taken up by the parties at the Bipartite Sub-Committee within six months for the date of signing of this settlement.”

The petitioners have filed affidavit with the petition affirming on oath the contents of the petition.

I have heard argument of learned Counsel Mr. Ashish Singhai for the petitioners and Mr. Neeraj Kewat, learned Counsel for O.P./Management. I have gone through the record as well.

As regards to the contention of the petitioners that the MOS signed on 19.02.2014 be made applicable to them also, the Clause 15.3 of the MOS provided the following

“the Memorendum of Settlementshall remain in operation for a period of five years i.e. upto 31.12.2016.”

The Clause 13.0 of the Memorendum of Settlementprovides about protection of pay. Clause 13.1 of the Memorendum of Settlementis being reproduced as follows:-

“It is agreed that consequent upon implementation of this wage settlement, in case there is a reduction in emoluments (Basic+D.A.+Allwance) paid to the workman who have joined the company on or after 01.02.2012 till date of signing of this Memorendum of Settlement(i.e. 19.02.2014), the same shall be protected by fixing the basic pay in the revised pay scale.”

It is not disputed that the Maintenance Assistant (Mechanical) were appointed at Bacheli Project of the management in September 2013 as Apprentice whereas the applicants were appointed as Maintenance Assistant (Mechanical) as Apprentice in March 2015 at Kirandul Project of the management. Those at Bacheli Project were appointed on regular basis after successful completion of their apprenticeship and training on 13.08.2015 whereas the applicants, were appointed on regular basis after successful completion of their apprenticeship and training on 13.11.2016. This fact is

established from the office order dated 13.11.2016 issued by Kirandul Project and appointment letter of one Rupesh Devnath issued on 13.08.2015 for his appointment in Bacheli Project. As the Memorandum of Settlement provides, pay protection under Clause 13.1 has been granted only to those who have joined the company on or after 01.01.2012 till date of signing of the Memorandum of Settlement i.e. 19.02.2014. Since, Maintenance Assistant (Mechanical) who first joined in Bacheli Project in 2013 they will be covered and protected by Clause 13.1 of the Settlement. Since, the applicants first joined in 2015, naturally benefit and protection of the Clause 13.1 of the Memorandum of Settlement will not be available to them. Since, Maintenance Assistant (Mechanical) at Bacheli Project are two years senior to the applicants at Kirandul Project, naturally their salary will be more than the applicants. There is on record a representation of the applicants sent to the Executive Director Kirandul Project, filed by the applicants themselves as an Annexure/4 to their petition which goes to show that the basic salary of Maintenance Assistant (Mechanical), which is a post of RS-02 Category was Rs. 9170 - 3%-12780 before the date of signing of the Memorandum of Settlement i.e. 19.12.2014 which was revised to Rs. 11,000 – 3% -20,000. This is also not disputed that the Memorandum Of Settlement itself was signed on 19.02.2014 and was made applicable from date 01.01.2012. Since, Maintenance Assistant (Mechanical) at Bacheli Project joined in 2013, their pay scale has been revised according to the formula provided in the Clause 13.1 & 3.3.1 and their pay has been protected. It is due to this factor the pay of Maintenance Assistant (Mechanical) at Bacheli Project was fixed after their regular appointment more than the applicants who were appointed on regular basis as Maintenance Assistant (Mechanical) at Kirandul Project though both were in the same pay scale.

On the basis of above discussion and findings, the action of management in fixation of salary at Bacheli and Kirandul Project cannot be held to be arbitrary or discriminatory. The petitions are held *sans merit* and are dismissed accordingly.

No order as to cost.

Copy of this judgment be placed on all the connected files mentioned above.

DATE:- 06/05/2024

**(P.K.SRIVASTAVA)
PRESIDING OFFICER**