

Government of India
Ministry of Labour & Employment,
Central Government Industrial Tribunal-Cum-Labour Court-II, New Delhi.

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 11/2015

Date of Passing Award- 09th January, 2023.

Between:

Shri Balram,
S/o Shri Lt. Shri Shankar,
R/o-109, New Basti, Chander Road,
Dalanwala,
Dehradun, U. K.

Workman

Versus

The Branch Manager,
State Bank of India,
Vasant Vihar Branch,
Dist., Dehradun U.K.

Management

Appearances:-

Shri Prabhat Kumar Rai,
(Advocate)
Ms. Kittu Bajaj,
(Advocate)

For the Workman

For the Management

A W A R D

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of State Bank of India, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L- 12012/62/2014 (IR(B-I) dated 31.12.2014 to this tribunal for adjudication to the following effect.

“Whether the management of SBI is wrong in denying the continuation of Shri Balram’s service and done against the

provisions of law? If so, what remedies lies with the workman and what specific steps should be taken by the SBI management to reinstate him with specific benefits?”

As stated in the claim petition the claimant was working as a temporary sweeper in the Branch of the Bank Basant Vihar Dehradun from 01.01.1999 to 04.06.2014 on a daily wage of Rs. 135/-. During this period of service he was diligent towards his work and had never given a scope of complaint to his authorities. Being satisfied with his service the then branch manager by his letter dated 16.03.2011 had recommended his candidature to the Zonal Office for appointment as a permanent employee of the bank. Besides being the sweeper the claimant was discharging the function of the Peon. But the bank was not allowing him to put signature on any attendance register. On 04.06.2014 without assigning any reason the management suddenly terminated his service ignoring the fact that he had worked in the Bank for about 15 years continuously. His request to assign the reason for termination of service was turned down. Having no other remedy the claimant had served a demand notice on the Bank on 11.06.2014 which was not replied. He then approached this tribunal directly invoking the provisions of section 2A praying that the management may be directed to reinstate him in service as a permanent employee alongwith back wages. The Bank management was noticed to file written statement. In the written statement filed the Bank has stated that it is a public sector bank having it own rule for recruitment and appointment of staff against regular vacancy as and when occur. The claimant was engaged as a daily wager and he accepted the same without any objection. He had never worked continuously for more than 240 days in a calendar year as claimed by him. Thus, no cause of action had ever accrued in his favour for regular appointment. Thus, the management has disowned the claim advanced by the claimant. The claimant filed rejoinder denying the stand taken by the management.

On these rivals pleading the following issues are framed for adjudication.

ISSUES

1. Whether the management SBI is wrong in denying the continuation of the service of Shri Balram the claimant. if so its effect?
2. What relief the claimant is entitled to and from which date.

While the matter stood thus the claimant filed an application u/s 11(3) asking the management to produce some documents as referred to by the management in the WS, but the management despite direction did not produce the documents and liberty was granted to the claimant by order dated 23.07.2019 to adduce secondary evidence.

The claimant testified himself as WW1 and produced a number of documents marked in a series of WW1/1 to WW1/13. These documents include the statement bearing the seal of the bank marked as exhibit WW1/3. This is a description of the daily wage employee engaged for the bank along with the period of engagement and the wage paid. As per this document WW1/3 the claimant Balram was engaged as a safaikaramchari on daily wage basis w.e.f 01.04.1999. Exhibit WW1/4 is the paper cutting of an advertisement published on behalf of SBI advertising the posts for the safaikaramcharis on daily wage basis. According to this document 6 such posts were advertised for the Dehradun region. The claimant has pleaded that pursuant to this advertisement dated 31.03.2003 the bank had taken steps for filing of more vacancies of temporary sweepers. Exhibit WW1/5 is a correspondence made by the Branch Manager of Basant vihar Branch to the regional manager recommending that the persons including the claimant working as temporary sweepers are the protected employee since working for a long period and their candidature be considered for regularization. Similarly WW1/6, WW1/7, WW1/8, WW1/9 are the documents relating to regularization of the service of part time sweepers working in the bank. In addition to these documents the claimant has stated that he had worked for the bank continuously for 15 years and this fact has been admitted by the management in the WS filed. Though bank is in possession of material documents to prove this aspect of the claim, intentionally the documents were withheld. Whatever secondary evidence were in possession the same has been produced by the workman. Argument was advanced to say that the nature of the work discharged by the claimant was perennial and there are still vacancies in the Bank. Hence, an award be passed for his reinstatement.

The management after filing WS abandoned the proceeding and did not adduce any evidence. On the other hand the claimant has filed photocopies of the several cheques and other details showing payment made to him by the Bank management. The oral and documentary

evidence adduced by the claimant has remained unchallenged and uncontroverted. Thus, from this evidence the only conclusion is that the claimant had worked in the Bank for 15 years continuously as a daily wagger and his service was not regularized nor any record was produced by the bank which amounts to unfair labour practice. For the unchallenged evidence adduced by the claimant to prove that the bank is still having a vacancy for the post of sweeper it is hereby directed that the bank shall reinstate the claimant into service forthwith as a part time sweeper on the daily wage as notified by the appropriate government from time to time. For the illegal termination of service as no notice, notice pay, or termination compensation was paid to the claimant the bank is directed to pay a lumpsum amount of Rs. 200,000/- to the claimant as compensation. Hence, ordered.

ORDER

The claim petition be and the same is allowed on contest. The management Bank is directed to reinstate the claimant as a part time sweeper of the Bank and pay daily wage as per the government notification and pay Rs. 200,000/- as compensation. The bank is further directed to implement this award within one month from the date of notification of the award failing which the compensation amount shall carry interest @ 9% per annum from the date of this order and till the final payment is made. Similarly if the bank would fail to reinstate the claimant as a part time daily wage sweeper within one month as directed above, it shall be liable to pay the wage at the permissible rate to the claimant from the date of publication of the award and till the reinstatement is made. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

Presiding Officer.
CGIT-Cum-Labour Court.
09th January, 2023.

Presiding Officer.
CGIT-cum-Labour Court.
09th January, 2023.