

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. 03/2004**

**Date of Passing Award- 20.04.2023**

Between:

The General Secretay,  
C.P.W.D Workers Organization,  
3A/38, W.E.A., Karo Bagh, New Delhi  
New Delhi-110005

Workman

Versus

1. The Director General of Works,  
Central Public Works Department,  
Nirman Bhavan, New Delhi
2. The Executive Engineer,  
Central Public Works Department,  
Electric Division No. VIII, Nirman Bhawan,  
New Delhi-110001
3. The Executive Engineer,  
Central Public Works Department  
Electric Construction, Division-I,  
New Delhi-110001

Managements

Appearances:-

Shri B.K Prasad, Ld. A/R for the Claimant.

Shri Atul Bhardwaj, Ld. A/R 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 (i) The Director General of Works, Central Public Works Department, (ii) The Executive Engineer, Central Public Works Department Electric Division No. VIII, (iii) The Executive Engineer, Central Public Works Department Electric Construction, Division-I, 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-42012/77/2003-(IR(CM-II)) dated 02/12/2003 to this tribunal for adjudication to the following effect.

“Whether the demand of the CPWD Workers’ Organisation for regularization/Absorption of the services of workmen, namely S/Shri Rajiv Kumar and Ashok Kumar Singh and S/Shri Ram Raj Singh, Raj Kumar and Bhupinder Singh (working as contract labourers, against the job of Fire Alarm Operator) in the establishment of Central Public Works Department at Fire Control Rooms, Nirman Bhawan and Shastri Bhawan Division, New Delhi respectively is legal and justified? If yes, to what relief these workmen are entitled?”

As stated in the claim statement the claimants who are 5 in number have been continuously working for the mgt CPWD as Fire Alarm Operator

since the year 1996-1998-1999 and 2000 respectively. The details of the workmen including their date of joining place of work and the salary drawn has been described in detailed in the claim statement. It has further been pleaded that they are discharging the duty which is perennial in nature but the CPWD was paying them less than the minimum wage which is even 1/3 of the wage paid to it's regular workers of similar category. They were not getting the facilities available to the regular employees who are discharging similar nature of work including leave, bonus, uniform and medical facilities etc. The workmen were often raising objection for the same. The mgt CPWD had entered into contract with the different contractors and the claimants were shown engaged through the said contractors. But the contract so entered is sham and intended to camouflage the rights of the claimants. The work performed by the workmen is of perennial in nature and the same is incidental to the mandatory activities of CPWD. When the claimants for the ill motive of CPWD were shown engaged through the contractor, the said contractor had no license as envisaged in section 12 of the CLRA Act, 1970. Not only that, the CPWD has no registration to engage contract labour as provided u/s 7 of the said Act. Since, the claimants were working under the supervision and control of CPWD in it's premises and the nature of work including the mandatory duties of CPWD, there exists a master and servant relation between the claimants and the mgt CPWD. When the claimants were recruited, their qualifications were verified by CPWD. The allotment of duty, supervision and control of the same are within the power and control of the officers of CPWD, who use to make regular check of their attendance and performance. On the pretext of the sham and bogus contract, CPWD was denying the legitimate rights to the claimants. Being aggrieved the claimants had approached the Hon'ble High Court of Delhi by filing a writ petition seeking their regularization and abolition of contract labour system. The Hon'ble High Court of Delhi in view of the judgment of the Constitution Bench of Hon'ble Supreme Court passed in the case of Steel Authority of India, disposed of the writ petition and granted liberty to the claimants to initiate legal proceeding before the appropriate authority under the ID Act. The claimants, then raised a dispute before the Labour Commissioner and the appropriate govt. referred the matter to this tribunal

to adjudicate on their claim for regularization/absorption of the services in the establishment of CPWD.

Being noticed the mgt CPWD appeared and filed written statement denying the stand by the claimant workmen. The relationship as employer and employee has been specifically denied. It has been stated that CPWD floats tenders for execution of different works through contractors following the codal procedure. The contract is awarded to the successful bidder who engages his own men for execution of the work entrusted. The said contractor, makes payment to the persons employed as agreed between the said persons and the contractor. In term the said contractor gets payments from the mgt CPWD as agreed in the contract. The said contract is in principal to principal basis and the CPWD never exercises supervision and control over the persons employed through the contractor. If the claimants were getting less wage or not getting legal benefits they should have raised the same against the contractor. However, at no point of time any objection was raised by these claimants before the CPWD relating to their less wage or denial of benefits. With this, the mgt CPWD has denied the relationship as the employer of the claimants and its liability in respect of the relief sought for.

The claimants filed rejoinder stating that there is a real employer and employee relationship between CPWD and the claimants. They have reiterated that the work being attended by the workmen within the establishment of CPWD and they being Lift Operators were handling the machinery of CPWD under the supervision and control of its officers. The denial of the relationship by the mgt is vague and false. Thereby the claimants have prayed for an award in their favour.

On this rival pleadings the following issues were framed for adjudication.

### **Issues**

1. Whether there exists relations of employer and employee between the workmen and the mgt. CPWD. If not, its effect.

2.As per the terms of reference.

The claimants Ram Raj, Rajiv Kumar, Raj Kumar and Bhupinder Singh testified as WW1 to WW4. They have relied upon several documents exhibited as WW1/1(colly) WW/1/2 (colly) and WW1/3(colly). During the pendency of the proceeding the claimant Ashok Kumar, S/o Mukut Dhari Singh, died and his wife and son were substituted as legal heirs by order dated 25.11.2019. The mgt examined one witness, the Executive Engineer as MW/1, who produced several documents marked in the series of MW1/1 to MW1/3(colly). The witnesses were thoroughly cross examined by their adversaries.

When the matter stood thus, and adjourned for evidence to be adduced by the workmen, a petition was filed under the provisions of section 33 of the ID Act alleging contravention of the said provision, as the mgt, without prior permission terminated the services of the workmen namely Ram Raj Singh, Raj Kumar, and Bhupinder Singh w.e.f. 01.02.2018. After hearing the said petition this Tribunal by order dated 14.12.2018 directed the mgt CPWD to reinstate the workmen named above in service with immediate effect along with back wages from 01.02.2018 and till their reinstatement.

At the outset of the argument the Ld. A/R for the mgt CPWD challenged the maintainability of the claim on ground of non- joinder of the parties. He submitted that when the CPWD has specifically denied it's relationship with the claimants as employer, and the claimants have admitted in the pleadings that they were engaged through a contractor, may be under a sham contract, the presence of the said contractor in this proceeding is necessary for effective and complete adjudication of the matter. He also challenged the maintainability for want of espousal and cause of action. Relying upon the judgment of the Hon'ble Supreme Court in the case of **Workmen vs. Coates India Ltd (2004) 3 SCC 547** and the photocopies of the bank statement of the workmen marked as exhbt. MW1/1 (colly) and vouchers of salary exhbt. MW1/2(colly), he submitted that when the claimants were not getting their wage directly from CPWD but from the contractors, there exists no employer and employee relationship. He also

relied upon the judgment of the Hon'ble Supreme Court in the case of **Haldia Refinery Canteen Employees Union Vs. India Oil Corpn, Ltd (2005) 5SCC51** to argue that some kind of control will not establish the employer and employee relationship unless the establishment has the authority of making appointment, taking disciplinary action or removal from service. He also relied upon the case of **Balwant Rai Saluja Vs. Air India Ltd., (2014) 9 SCC 407** and the case of **BHEL vs. Mahindra Prasad Jakhmola and Ors.** decided by the Hon'ble Supreme Court in civil appeal no 1799-1800/2019 to submit that the claimants since admitted that no appointment letter PF no. wage slip etc. were issued to them by the mgt CPWD, they cannot be treated as the employees of the mgt CPWD and as such not entitled to the relief asked for.

On the other hand, the Id. AR for the claimants citing the judgment of the Hon'ble Supreme Court in the case of **Ram Singh and Others vs. Union Territory, Chandigarh & Ors on 7 November, 2003** submitted that the judgment of **Steel Authority of India** referred supra being delivered by a Bench of 5 judges of the Hon'ble Supreme Court, the judgment in the case of **BHEL vs. Mahindra Prasad Jakhmola** delivered by a Bench of two judges cannot override the earlier judgment. He focused his arguments on the fact that the mighty employer sometimes keeps the poor employees in dark by creating sham contracts and in such a situation it is the duty of the Industrial Adjudicator to lift the veil and to find out who is the real employer. While relying upon the judgment in the case of **Steel Authority of India vs. National Union Waterfront Worker Union reported in (2001) 7SCC page 1**, he submitted that as directed by the Hon'ble Apex Court the Tribunal should take up the effective control test to ascertain about the relationship of the workmen with the mgt or the contractor. He also relied upon the judgment of **Chintaman Rao vs. State of MP (1958(II)LLJ252) & Workman of Food Corporation of India vs. Food Corporation of India** reported in **(1985(ii)LLJ4)** to argue that the Hon'ble Apex Court has set out the guidelines to find out the relationship between the workmen and the principal employer where a contractor employs a workman.

## **Findings**

### **Issue no.1 &2**

It is a fairly settled position that the ID Act as well as the contract labour (Regulation & Abolition) Act 1970 are essentially social and beneficial legislations. The main purpose of CLRA Act 1970 is to regulate the working conditions of the workers under the contract labour system and to abolish the same by the appropriate Govt. as provided u/s 10 of the said Act. Section 12 of the said Act bars a contractors from undertaking or executing any work through contract labour, except under and in accordance with the license issued. Section 23, 24 & 25 of the ID Act makes contravention of the provisions of the Act, punishable thereon. The Act requires the principal employer of the establishment to get itself registered under the CLRA Act, so as to avail the benefits of the provisions of the Act.

In this proceeding, no separate issue has been framed on the maintainability though the mgt took specific stand challenging the maintainability. However, this aspect can be considered while deciding the other issues.

The claimants examined as witnesses have admitted that they had joined CPWD and posted in the Nirman Bhawan and Shastri Bhawan as described by them in respect of the individual workmen in the claim statement. The said workmen as witnesses have further stated that they were working as Fire Alarm Operators under the Executive Engineer of CPWD. The date of joining of individual workman and their place of posting including their current salary varies from person to person as stated by them. During cross examination they have admitted that no letter of appointment was issued to them nor any other document is available with them to prove the employee and employer relationship with CPWD except the documents filed as Exbht. as WW1/1 to WW1/262. All the claimants have relied upon the same set of documents. The documents include the attendance register, the log book of duty in respect of the individual workers. On the basis of these documents the claimants have asserted to prove that they were working under the supervision and control of the mgt CPWD.

On behalf of the mgt one Debasis Chaudhary Executive Engineer testified as MW1. While giving evidence he produced the contract entered between CPWD and the contractor for operation and routine maintenance of Automatic Fire Alarm System. The name of the contractor, as per the document marked as MW1/3, is Ahluwalia Fire Protection Engineers. On the basis of this document the Ld. A/R for the mgt submitted that the CPWD as a matter of standard practice engages contractors for execution of certain work. The said contractor might have engaged his own manpower to execute the work, with whom CPWD has no relations. In addition to this, the witness for the mgt produced a number of vouchers raised by the said contractors for payment towards the work executed. Thus the Ld. A/R for the mgt argued that the claim of the claimants about their direct employment, on the fact of the documents filed by the mgt, stands disproved and in absence of proof of employment by CPWD the claim is untenable.

The workmen have filed affidavit stating that they were engaged directly by the mgt for discharge of the duty as Fire Alarm Operators, which work is perennial in nature and a part of the primary duty of CPWD maintaining different Govt. buildings. The workmen have specifically denied the stand of the mgt that they were appointed by the contractor at any point of times. It is worth mentioning that the claimants are claiming their employment starting from the year 1996 to 2000. No other document except MW1/1 to mw1/3 has been filed by the mgt to prove that the year in which the claimants are alleging their employment under the mgt CPWD there was a contractor, since the documents Mw1/3 only proves about the existence of a contract between CPWD and one Ahluwalia in the year 2014. Hence, it is difficult to believe that the claimants, from the beginning of their employment were appointed through a contractor.

It is pertinent to observe that the claimants in their affidavit have clearly stated that they were working and discharging duty under the supervision and control of the officers of CPWD who were not only marking their attendance and also making arrangement of their duty roaster and shifts. The claimants have also stated that they were receiving their remuneration from CPWD. Though the mgt in order to deprive them of their lawful rights introduced a contractor in the meantime, the agreements



entered between the contractor and CPWD has not been placed on record except the document MW1/3. This said agreement nowhere contains the references regarding the engagement of the claimants through the contractors from the first date of their engagement. The vouchers filed by the mgt are self created documents and intended to defeat the claim of the claimants.

There is no dispute about the proposition of law that onus to prove that the claimants are in the employment on the mgt is always on the workmen and it is for them to adduce evidence to prove the factum of their employment with the mgt. Such evidence may be in form of receipt of salary or with regard to 240 days of work or document of employment etc. The tribunal during adjudication has to consider the oral as well as the documentary evidence placed on record by both the parties so as to decide the question of relationship of employer and employee between the mgt and the claimants. But there are cases, where the claimants who stand in a disadvantageous position in comparison to the mighty employer are not in a position to produce documentary evidence. In such a case, the Tribunal or the Industrial Adjudicator has to act carefully to ascertain the truth.

In the case of **Steel Authority of India vs. National Union Waterfront Worker Union reported in (2001) 7SCC page1**, the Hon'ble Apex Court have prescribed for the effective control test to ascertain about the relationship of the workmen with the mgt or the contractor. Not only that in the case of **Chintaman Rao vs. State of MP (1958(II)LL252)** the Apex Court ruled that the concept of employment involves 3 ingredients (i) Employer (ii) Employee (iii) Contract of Employment. The employer is one who employs or engages the service of other person. The employee is one who works for another for hire. The employment is the contract of service between the employer and employee, where under the employee agrees to serve the employer subject to his control and supervision. In the case of **Workman of Food Corporation of India vs. Food Corporation of India reported in (1985(ii)LLJ4)** the Hon'ble Apex Court pronounced that the contract of employment always discloses a relationship of command and obedience between them. Where a contractor employs a workman to do the work which he contracted with a third person to accomplish, the workman of

the contractor would not become more than the workman of the third person. In the case of **Ram Singh and Ors. vs. Union Territory of Chandigarh and Ors. (2004) 1SCC 126**, the Hon'ble Apex Court have elaborately discussed the factors to be considered for determining the employer employee relationship and the factors include, control, integration of power of appointment, liability to pay, liability to organize work etc. Thus from the above analysis of the principle of law, it emerges that the effective control is a test to determine the employee and employer relationship between the parties.

With regard to the case in hand, except for the bald statement of MW1 that the claimants are/were the workers of the contractors, the mgt has not filed any evidence to resist the stand taken by the claimants that from the beginning they are working for CPWD being engaged directly. The payment vouchers marked as MW/1/2 and the document of contract marked as MW1/3 are of no help since those are the documents relating to a period much later than the period of employment as claimed by the claimants. The testimony of the workmen that they are still working under the mgt from the respective dates of their initial appointment, though the contractor has been introduced subsequently has gone on unassailed. It seems that the mgt has executed a contract for operation of the Automatic Fire alarm in the year 2015, just to deny the claim of the claimants. All these circumstance lead this Tribunal to draw an inference against the mgt that the contract entered by the mgt with the contractor in the year 2015 is intended to eliminate the claim of the claimants who started working since the year 1996-1998-1999 and 2000 respectively. The attendance register and the log books filed by the claimants prove that they are working continuously in the establishment of CPWD under the supervision and control of its official though after introduction of the contractor they are getting their remuneration through the contractor. It is necessary to observe that the mgt is not registered u/s 7 of CLRA Act and the contractor has no license u/s 12 of the said Act.

The reference has been received to adjudicate with regard to the justification in not regularizing the service of these workmen by the mgt CPWD. In the preceding paragraphs it has already been held that the claimants have successfully proved that they are the employees of the mgt

CPWD. Now, it is to be seen if their claim for regularization is proper and justified. The claimants examined as WW1 to WW4 have stated under oath that they are working continuously since more than 20 years on a meager salary. The mgt is having vacancies and the nature or work discharged by the claimants are perennial. Hence, they should be regularized in the service of CPWD. The mgt witness examined as MW1 has admitted during cross examination that the different categories of employees of CPWD get different categories of wage. But the witness has not stated, if the claimants are getting appropriate remuneration according to the work done by them. As discussed in the preceding paragraph, the mgt, though filed the contract executed between it and the contractor, failed to connect these workmen with the said contractor in any manner. When asked about the wages paid to the workmen the witness expressed his ignorance about the same. He was also called upon to say as to who by whome and when the vouchers produced as MW1/2 were prepared. The witnesses express his ignorance about the same.

But the Ld. Counsel for the mgt strenuously argued that the claimants are none but the persons engaged by the contractors for execution of the work assigned to the contractor and the claimants having not been recruited through due process their candidature cannot be considered for regularizing their services.

To support his stand he placed reliance in the case of **Secretary State of Karnatak and others vs. Uma Devi and others reported in (2006)4 SCC Page 1**. On behalf of the claimants objection was raised regarding the applicability of the judgment of Uma Devi referred Supra to Industrial Dispute relating to unfair labour practice.

In the case of Uma Devi the Hon'ble Supreme Court have held that the persons who were appointed on temporary and casual basis without following proper procedure cannot claim absorption or regularization since the same is opposed to the policy of public employment. But this is not a case of claiming automatic regularization or absorption. The claimants of this proceeding have ventilated their grievance since they were deprived of

their status and entitlements despite long and continuous service describing the same as unfair labour practice.

The effect of the constitution Bench judgment of the Apex Court in the case of **Uma Devi** came up for consideration with reference to unfair labour practice by the Hon'ble Supreme Court in the case of **Maharashtra State Road Transport and Another vs. Casteribe Rajya Parivahan Karamchari Sangathan reported in (2009)8 SCC Page 556** wherein, the Hon'ble Apex Court came to hold that the judgment in the case of Uma Devi has not over ridden the powers of Industrial and Labour Courts for passing appropriate order, once unfair labour practice on the part of the employer is established. The judgment of Uma Devi does not denude the Industrial and Labour Court of their statutory power.

Now it is to be seen if the claimants of this proceeding were subjected to unfair labour practice or not. **"Unfair Labour Practice"** as defined u/s 2(ra) means any of the practice specified in the 5<sup>th</sup> Schedule of the ID Act. Under the said 5<sup>th</sup> Schedule, to employ workmen as Badlis, Casual or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of permanent workmen amounts to unfair Labour Practice. In this case the document filed by the workman and marked as exhibited as evidence are the of log books maintained during the undisputed part of time, clearly indicates that these claimants are working since the year 1996,1997, 1999 and 2000 respectively. The management, in utter disregard of law, refused regularizing their service against the vacant post and the same amounts to unfair labour practice.

Besides the case of Maharashtra Road Transport referred supra, the Hon'ble Supreme Court in the case of **Shri Ajay Pal Singh vs. Haryana Warehousing Corporation decided in Civil Appeal No. 6327 of 2014** disposed of on 09<sup>th</sup> July 2014 have held that:

“The provisions of Industrial Disputes Act and the powers of the Industrial and Labour Courts provided therein were not at all under consideration in Umadevi's case. The

issue pertaining to unfair labour practice was neither the subject matter for decision nor was it decided in Umadevi's case."

Thus after going through the judgments of Maharashtra Road Transport and Ajay Pal Singh refereed supra it is held that the observation made in the case of Uma Devi has no applicability to the facts of the present case where the workmen have been subjected to Unfair Labour Practice being engaged for work on daily wage basis for a prolong period. Not only that the Hon'ble High Court of **Jammu and Kashmir in the case of J and K Bank Limited vs. Central Government Industrial Tribunal and Others reported in 2018 LAB I.C. 2970** have held:

"Unfair Labour Practice-what amounts to-workmen continued in temporary/contractual capacity for years together despite availability of vacant posts, aimed at depriving them of status and privileges of permanent workmen- clearly amounts to unfair labour practice-directions issued by Tribunal to appellant Bank to frame scheme for regularization of respondent workmen within period of 3 months and that respondents workmen would be deemed to have been regularized in case of failure of appellant- Bank to frame scheme, held, justified."

In this case the oral and documentary evidence since proves the continuous service of the workmen for the management on daily wage basis since the year 1996 and onwards, the decision of the management in not regularizing their service against the permanent vacancy is held to be illegal and unjustified.

The witness examined on behalf of the management as MW1 has stated that 5 persons who are the claimants of this proceeding are working for the management. Though under the scope of the reference this tribunal is to adjudicate about the legality and justifiability of the management in not regularizing the service of the workmen, the industrial adjudicator under the Industrial Dispute Act enjoys wide power for granting relief which would be proper under a given circumstance. In the case of **Hari Nandan Prasad and**

**Another vs. Employer I/R to Management FCI reported in (2014)7 SCC 190** the Hon'ble Supreme Court have held that the power conferred upon Industrial Tribunal and Labour Court by the Industrial Dispute Act is wide. The Act deals with Industrial Dispute, provides for conciliation, adjudication, settlement and regulates the right of the parties and the enforcement of the awards and the settlement. Thus, the Act empowers the adjudicating authority to give relief which may not be permissible in common law or justified under the terms of the contract between the employer and the workman. While referring to the judgment of **Bharat Bank Limited vs. Employees of the Bharat Bank Limited reported in (1950) LLJ 921 Supreme Court** the court came to hold that in setting the dispute between the employer 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 consider reasonable and proper, though those may not be within the terms of any existing agreement. It can create new rights and obligations between them which it considers essential for keeping Industrial peace.

Here is a case, where, as indicated above the workmen have been victimized on account of unfair labour practice by the management. Keeping the situation in view, it is felt proper to issue a direction to the management to regularize the service of the claimants/workmen within a period of three months as permanent Fire Alarm Operators which would meet the ends of justice. This direction is specific in respect to the workmen of this claim petition as per the list annexed to the award and passed in exercise of the power conferred on the Tribunal to grant any other relief as per the reference received from the Appropriate Government. It is further observed that during the pendency of this proceeding the mgt had terminated the service of three of the workmen namely Ram Raj Singh, Raj Kumar and Bhupinder Singh. This Tribunal by order dated 14.12.2018 had allowed the application filed u/s 33 of the ID Act, by the said claimants and directed that they be reinstated in service with immediate effect and paid the back wages from 1st Feb 2018 till their reinstated to service. The Constitution Bench of the Hon'ble Supreme Court in the case of Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. is Shri Ram Gopal Sharma and others, (Civil Appall No. 87-88 of

1986) have held that when the service condition of an employee is changed during the pendency of an Industrial dispute in violation of the provisions of section 33 of the ID Act, the said action shall stand as nonest or as if the order was never passed by the employer. Keeping the said observation in mind, it is further directed, that that claimants, whose services were terminated during the pendency of this proceeding and in respect of whom the order of reinstatement was passed on 14.12.2018 shall be granted continuity of service.

### **ORDER**

The reference be and the same is answered in favour of the workmen. It is held that the action of the management depriving the workmen of their right for regularization their services is illegal and unjustified and amounts to unfair labour practice. The Management department i.e. CPWD is hereby directed to regularize the service of the workmen (as per the list annexed) from the date of their initiated engagement within 2 months from the date of publication of this award and grant them all service benefits within a further period of 2 months failing which the financial benefits including appropriate pay scale payable by the mgt to the claimants shall carry interest @of 4% from the date of accrual and till the final payment is made.

During the pendency of this proceeding one of the claimants named Ashok Kumar S/o Mukut Dhari Singh died and by order dated 25.11.2019 his wife Smt. Mausmi Singh and son Master Ranjeet Singh were substituted as legal heirs. For the death of the claimant Ashok Kumar Singh no direction and be given for regularization of his service within two months from the date of publication of the award. Hence it is directed that mgt shall regularize his service from the date of initial appointment, fix his pay and grant him all other benefits as would be granted to the other claimants of this proceeding. In addition to that, the mgt shall pay an additional amount of 2 Lakh to the legal heirs of the claimant Ashok Kumar in lieu of the benefits he would have availed had he been alive on the date of publication of the

award. All the financial benefits to the legal heirs of the deceased claimant shall be paid within the time and in terms of direction given in the preceding paragraph.

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.  
20<sup>th</sup> April, 2023.

Presiding Officer.  
CGIT-cum-Labour Court.  
20<sup>th</sup> April, 2023.