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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. 24/2017

Date of Passing Award- 24.02.2023

Between:

Shri Mahesh Chandra Singh Rawat,
Old Post Office, P.O. Jayaharikhal,
Pauri Garhwal, Uttrakhand-246193

Workman

Versus

1.General Manager,
Bharat Sanchar Nigam Ltd.
Sri Nagar, Garhwal, Uttrakhand

2. M/s. Suresh Rana Security Agency,
H.No. 6, Ashirwad Enclave,
Ballupur, Dehradun-248001

Management

Appearances:-

None for the Claimant

Sh. Atul Bhardwaj (A/R) for Management no.1 i.e. BSNL

None for the Management no.2

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)General Manager, Bharat Sanchar Nigam Ltd. (ii) M/s Suresh Rana Security Agency, 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-40012/03/2017-(IR(DU)) dated 06/07/2017 to this tribunal for adjudication to the following effect.

“Whether the action of management of M/s Suresh Rana Security Agency in terminating the services of the workmen Shri Mahesh Chandra Singh Rawat is illegal and unjustified, if so then what relief the workman is entitled?”

As per the claim statement the claimant was working with mgt. no. 1 BSNL as a guard with effect from 17.01.2010 and his last drawn salary was 6500 per mont . He was appointed by the oral order of the SDO Sh. Ranjan Lal Sha, and working continuously to the satisfaction of the employer. Suddenly, the mgt. of SBSNL entered into a contract with a contractor that is Respondent n0. 2 without any intimation to the claimant his service was placed under the disposal of the contractor. As per the agreement between mgt. 1 and 2 though the claimant was to get Rs. 12203 as salary per month, he was getting 6500 only he was not even paid the minimum wage as notified by the state Government when the claimant raised objection in respect of the same he was assured of payment of the arrears salary but on 02.06.2016 a false complain was made against the claimant at the Police station which was later on withdrawn. On 02.08.2016 a later of termination was handed over to the claimant. At the time of such termination the provisions of secti0n 25 F 25G and 25 Here violated by the mgt. to the prejudice of the claimant. Being aggrieved he served demand notice and raised a dispute before the conciliation officer since the conciliation failed, the appropriate Government referred the matter to this tribunal for

adjudication on legality and fairness of the order of termination. Hence in this claim petition the claimant has stated that an award may be passed in favour of the workman directing the mgt. no.1 to reinstate him in service with continuity and consequential benefits.

Notice being aggrieved the Respondent no. and 2 appeared and filed their separate written statement and the claim filed rejoinder.

The mgt. of BSNL who is respondent no 1 has denied the employer employee relationship between the mgt. 1 and the claimant. It has been pleaded that the BSNL is a state owned company having its own procedure for recruitment. The SDO is not authorized to make any appointment. While denying all other claims as advanced by the claimants, mgt. 1 has pleaded for dismissal of the claim petition.

The mgt. 2 in its w/s has admitted that the claimant was its employee and deputed to work in the premises of BSNL as a Security Guard. On 02.06.2016, while on duty he misbehavior an officer of BSNL and on enquiry it was found that the claimant is in the habit of misbehaving others. As such his service for the misconduct was terminated. After such termination again he was reinstated into service on 2.08.2016 by M2 and asked to join in the premises of BSNL Ruder Prayag Uttrakahand. But n ever joined. Hence, It cannot be construed as a case of illegal termination and the claimant is not entitled to the relief prayed for. On this rival pleadings the following issues are framed for adjudication.

Issues

1. If the proceedings is maintainable.
2. If the termination of the workman by respondent no.2 is legal & justified.
3. If the workman is entitled to reinstatement to service, with back wages.
4. To what other relief the parties are entitled to.

The claimant was allowed several opportunity for adducing evidence and production of secondary evidence as order on 29.01.2020. But the claim

failed to adduce evidence. In view of the same the mgt. also denied to adduce evidence and the case was reserved for passing of the award.

No oral or document evidence has been field by the claimant to substantiate the stand taken in the claimant petition. Hence the reference is answered against the claimant and held liable for dismissal.

Ordered

The claim be and the same is answered against the claimant and this no dispute award is passed.

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.
24th January, 2023.

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