

# ORDER SHEET

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
JABALPUR (M.P.)

Date of Order of Proceeding	Order Or Proceeding with Signature of Judicial Member	Remark
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Case No. CGIT/LC/R/64/2024

Union V.s. Rajya Gramin Bank Chhattisgarh

30.06.2026

Matter taken up.

Learned Counsel Mr. Uttam Maheswari present for Workman Union. Mr. Anuj Agrawal Learned Counsel present for State Bank of India, Learned Counsel Mr. Praveen Yadav present for Management of Chhattisgarh Rajya Gramin Bank.

Learned Counsel for SBI pressed his application dated 25.04.2026, filed with affidavit seeking recall of order dated 21.07.2025, passed by this Tribunal. The State Bank of India was impleaded as opposite side Management by this order after hearing on application dated 10.03.2025 filed by the Union with affidavit seeking their impleadment in the reference case.

Learned Counsel for the SBI has submitted on his recall application that the reference in the case in hand is, ***“Whether the demand of the workers of the Union for regularisation of its 126 part-time sweepers cum messengers in Chhattisgarh Rajya Gramin Bank is legal and justified or not?”***

As submitted by him, there is no dispute in the case in hand with regard to framing of Rules regarding regularization or regularization scheme according to the reference. The Workman Union filed application for impleadment of State Bank of India stating that they are the Sponsor Bank of the Chhattisgarh Rajya Gramin Bank and they are stakeholders in the regularization scheme of the Workmen mentioned in the reference.

Learned Counsel has referred that under ***Section 3(3) of the Regional Rural Bank Act, 1974***, the duty of the Sponsor Bank is to aid and assist the Regional Rual Bank sponsored by it by way of –

- 1. Subscribing to the share capital of such Regional Rural Bank;***
- 2. Training personnel of such Regional Rural Bank; and***

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	<p data-bbox="456 317 1214 505"><b>3. <i>Providing such managerial and financial assistance to such Regional Rural Bank as may be mutually agreed upon between the Sponsor Bank and Regional Rural Bank.</i></b></p> <p data-bbox="358 540 1214 1365">They have nothing to say being Sponsor Bank in the regularization scheme of the employees of Gramin Bank which they have sponsored, hence they are neither necessary nor a proper party to the reference/ dispute. They have been unnecessarily dragged into this litigation by the Workman Union by misrepresenting the facts before this Tribunal. There was no direction of the Hon'ble High Court in this respect. Learned Counsel has referred to the order dated 21.07.2025 passed by this Tribunal and has submitted that it has been mentioned in the said order in which the State Bank of India was impleaded as a party (in the light of judgment of Hon'ble High Court of Chhattisgarh in Writ Petition and W.A. No. 686/2022 and connected appeals), the State Bank of India being Nodal and sponsor agency, are necessary party to the dispute, whereas the facts are otherwise.</p> <p data-bbox="358 1400 1214 2233">Learned Counsel has also submitted that no notice was issued to the State Bank of India before the hearing of impleadment application and hence they were deprived of having their say at the time of hearing of the said application. He has referred to judgment of <i>Hon'ble Himachal Pradesh High Court in the case of Ashwani Kumar &amp; Ors. V.s. Sanjay Kumar &amp; Ors., Reported in Indiankanoon.org/doc/65145660</i> and judgment of <i>High Court of Andhra Pradesh in the case of Bhimavarapu Venkateswara Reddi V.s. Vanga Rami Reddi, 1970 SCC online AP 13</i>. In these cases it has been observed that notice should be given to the party sought to be impleaded as a party before it is impleaded as a party. Learned Counsel also submits that the matter of framing of regularization scheme is not an incidental matter to the dispute. On this score also, they are neither necessary nor proper party.</p> <p data-bbox="358 2268 1214 2352">Learned Counsel for the Workman Union has filed his reply with affidavit paper No. W-157 to W-167</p>	

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	<p>and has submitted that the Writ Petition was filed by the Workman Union before Hon'ble High Court of Chhattisgarh which was W.P. No. 4092/2019 with the other connected writs. Main writ was decided with connected writs by Single Bench of Hon'ble High Court. The Respondent Bank i.e. the Chhattisgarh Rajya Gramin Bank was directed to frame scheme for regularization of sweepers cum messengers within six months from the date of order and the prayer for regularization of the service was rejected reserving liberty to raise Industrial Disputes in this respect. A Writ Appeal was filed by the Bank against this order which was registered as WA No. 6863/2022, which was decided by a Division Bench. The direction regarding framing of regularization scheme was set aside, but rest part of the Judgment was up held. It is in the light of these facts, the dispute was raised by the Workman Union before this Tribunal. Learned Counsel further submits that since the dispute is with respect to regularization, framing of regularization scheme is incidental to the main dispute, hence Learned Counsel has further referred to <b>Section 29 (1) &amp; (2) of the Regional Rural Bank Act</b> which is being reproduced as follows—</p> <p style="text-align: center;">सत्यमेव जयते</p> <p><b>“29. Power to make rules -</b></p> <ol style="list-style-type: none"><li><b>1. The Central Government may, after consultation with the National Bank and the Sponsor Bank, by notification in the Official Gazette, make rules for carrying out the provisions of this Act.</b></li><li><b>2. In particular, and without prejudice to the generality of the foregoing powers, such rules may provide for all or any of the following matters, namely :-</b><ol style="list-style-type: none"><li><b>(a).xxxxx</b></li><li><b>(b).xxxxx”</b></li></ol></li></ol> <p>Learned Counsel further submits that since the State Bank of India is one of the stakeholders in framing the regularization scheme/Rules, it is necessary and</p>	

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	<p>proper party in the dispute in hand, hence there is no occasion for recalling of the order dated 21.07.2025. Learned Counsel has requested that, the application filed by State Bank of India be dismissed.</p> <p><b><i>Section 29 (1) &amp; (2) of the Regional Rural Bank Act</i></b> make it clear that Rules with respect to regularization and service Rules of employees of the Regional Rural Bank will be framed after consultation with the Sponsor Bank which is the State Bank of India in the case in hand and the National Bank by the Central Government. Learned Counsel has referred to Para 10 to 12 of the written statement filed on behalf of Gramin Bank in this respect. Hence, this fact is established in the light of Section 29 of the Regional Rural Act, 1976, the Sponsor Bank which is the State Bank of India in the case in hand shall be consulted.</p> <p>Since, the disputes is whether the demand of the workman for regularization of their services is just and legal or not, if it is decided in favour of the Workman Union holding their demand as just and legal, the consequential relief will be to regularize these workmen. For regularisation, there have to be some Rules and Scheme in the light of which their regularization will be proceeded. Naturally, a consequential direction will be in this respect that such Rules be framed so that the direction with respect to regularization should be made to proceed. Hence, framing of regularization scheme and Rules is no doubt an incidental question to the main dispute. <b><i>Section 10 or 11 of the Industrial Disputes Act</i></b> is being reproduced in this respect as follows –</p> <p><b><u>10. Reference of disputes to Boards, Courts or Tribunals.-</u></b></p> <p><b><i>(4) Where in an order referring an industrial dispute to a Labour Court, Tribunal or National Tribunal] under this section or in a subsequent order, the appropriate Government has specified the points of dispute for adjudication, 1[the Labour Court or the Tribunal or the National Tribunal, as the case may be], shall confine its adjudication to those points and</i></b></p>	

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	<p><i>matters incidental thereto.</i></p> <p>Now, it is established from the above discussion that being an incidental matter, the direction with respect to regularization will also be considered and decided by this Tribunal while deciding the legality of demand of regularization, which is the main subject matter of the reference.</p> <p>From the above discussion, it is established that framing of scheme of regularization is an incidental and inseparable part of the dispute in hand in which the consultation of State Bank of India will be required as it is being Sponsor Bank hence, they are no doubt a proper party in the case for just and effective adjudication of the dispute in hand. The irregularity, if any, which might have occurred by not involving the State Bank of India at the time of hearing on the impleadment application, also stands cured. Hence, the application from the side of State Bank of India seeking recall of the impleadment order is held without merits and is dismissed accordingly.</p> <p>List on _____ for filing of written statement by newly impleaded opposite party No.2, 3 &amp; 4 in the statement of claim.</p> <p style="text-align: center;"><b>Presiding Officer</b></p>	