

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT, JABALPUR

NO. CGIT/LC/R/04/2021

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri. Abhay Kumar Srivastava,
Organizing Secretary, Central Committee
Koyla Mazdoor Panchayat (HMS),
At-CMPDIL Camp-Kusmunda Po-Kusmunda,
District- Korba (Chhattisgarh) - 495454**

Workman

Versues

**M/s Rahul Pandey Security Agency Contractor,
Add-Corporate Office-Shop No.1/4 Nehru Complex,
Vyapar Vihar Ring road,
District-Bilaspur, Chhattisgarh - 497101.**

Management

(JUDGMENT)

(Passed on this 09th day of December - 2025)

As per letter dated 24/12/2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/46/2020-(IR(CM-II)) dt. 24/12/2020. The dispute under reference relates to:

“Whether the demand of Koyla Mazdoor Panchayat (HMS), CMPDL, Bilaspur, not to transfer (1) Shri Abhaya Kumar Srivastav S/o Late Sidhnath Lal Srivastav, (2) Sri Radheshyam Jaiswal, (3) Sri Rajesh Kumar Singh, (4) Sri Shyamlal Marco, workmen, from Kusumda Camp to Korba and thereafter to Bilaspur office of CMPDIL, while there is an ongoing ID case, is justified and legal in view of the terms of memorandum of settlement no. BSP-1(66)/2017-RLC dated 02-01-2018? If not, to what relief these four workmen are entitled?”

After registering case on the basis of the reference, notices were issued to the parties. The Workman side appeared and filed their statement of claim. None appeared for Management. They did not file any written statement of defense. The case proceeded ex-parte against them vide order dated 10.02.2025. The Workman Union filed affidavit. None appeared for Management to cross-examine them in the light of affidavit. Ex-parte arguments were heard from side of Workman Union submitted by their Learned Counsel Mr. Rajesh Chan. I have gone through the record as well.

The case taken by the Workman Union is that, the Applicant Workmen are working as Security Guard under the Management of Outsourcing Agency Contractor M/s Rahul Pandey Security Agency and are deputed at the site of CMPDIL Camp, at Kusmunda. There was a settlement between the Union and the Contractor on 02.01.2018 (Annexure W-1 to the Statement of claim). The terms of settlement was that on work exigency and need basis the Security Guards employed at CMPDIL at various locations of different camps including Headquarter shall be rotated from time to time in fair manner and that the unwilling security guards deployed on rotational basis will be persuaded and convinced by the Union to join at their new places of posting. Another settlement was reached at between the Union and the Security Agency on 28.06.2019 in which the Security Agency agreed to issued Wage Slip from the current month. The Union again submitted letter dated 17.08.2019 to the Regional Labour Commissioner with respect to their demands. No action was taken, hence the Union approached Hon'ble High Court at Bilaspur by way of Writ Petition No. 9720 of 2019. Notice was given to the Authorities vide letter dated 02.12.2019 on the complaint submitted by the Union, the Labour Enforcement Officer Bilaspur directed the Regional Director CMPDIL to make payment of unpaid dues of the Security Guards. Again the workers were threatened by the Security Agency. The Union again raised a dispute before RLC Bilaspur which was under process. During pendency of the proceeding before the Regional Labour Commissioner, Bilaspur, the Applicant Workmen were transferred by the Security Agency vide letter dated 20.09.2022 to Headquarter of CMPDIL at Bilaspur without obtaining approval from the Regional Labour Commissioner before whom the dispute was pending. Hence, this action of Management of Security Agency is in violation of the Act because it amounts

to change in service conditions of the workmen during pendency of a dispute. Thus is unjust, illegal and arbitrary. The Union has prayed that holding this action of Management in transferring the applicants to Headquarter of CMPDI at Bilaspur by the Security Agency is unjust and arbitrary, the transfer order be quashed. Affidavit has been filed by the Representative of the Union along with certain documents which are different representations raising disputes before Labour Commissioner and settlement as mentioned above, to be referred to as and when required.

Learned Counsel for Workman Union has submitted that, the Transfer of the Applicant Workman during pendency of dispute before the Regional Labour Commissioner amounts to change in the service condition of the Workman done by the Management of Security Agency without getting required approval hence is in violation of Section 9A of the Act and secondly, it is in violation of the settlement reached at between the Union and the Security Agency as referred to earlier.

Section 9A of the Act is being reproduced as follows:

9A. Notice of change.—No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,—
(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or (b) within twenty-one days of giving such notice: Provided that no notice shall be required for effecting any such change—
(a) where the change is effected in pursuance of any 2[settlement or award]; or (b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.

The question further arises is whether the transfer of an employee is change in conditions of his service. Transfer is an incident of service, and an

employee has no right to remain at a place of his choice for any particular period, the only thing which is required to be observed is that the transfer is not be mala fide and is should be in the interest of the efficient working of the Organization and also in good faith. The Learned Counsel for the Workman Union could not establish that transfer of an employee from one place to other place is change of his conditions in service. Since, it is not established that transfer is change in service conditions, Section 9A of the Act is not attracted and it is held that no prior approval is required as submitted by Learned Counsel for the Union.

As regards second argument that it is in violation of settlement dated 02.01.2018 which specifically mention that Security Guards employed at various allegations including headquarter shall be rotated from time to time in a fair manner. Hence the transfer of the applicant workmen cannot be said to be in violation of the settlement.

On the basis of above discussion, the reference is answered as follows.

AWARD

Holding the demand of Koyla Mazdoor Panchayat (HMS), CMPDIL, Bilaspur, not to transfer (1) Shri Abhaya Kumar Srivastav S/o Late Sidhnath Lal Srivastav, (2) Sri Radheshyam Jaiswal, (3) Sri Rajesh Kumar Singh, (4) Sri Shyamlal Marco, workmen, from Kusumda Camp to Korba and thereafter to Bilaspur office of CMPDIL illegal and unjustified, they are entitled to no relief.

No order as to cost.

DATE:- 09/12/2025

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