

**THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, JABALPUR**

CGIT/LC/R/08/2016

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri Ved Prakash Tiwari,
S/o Shri Ramchandra Tiwari,
C/o Shri Bhaiyalal Tiwari,
Behind Poonam Bhawan,
Gali No. 3, Dhawari, Satna (M.P.)**

Workman

Versues

**The Sr. Divisional Manager,
LIC of India, Krishna Complex,
Krishna Nagar, Satna (MP)**

Management

AWARD

(Passed on this 16th day of July, 2026)

As per letter dated 07.01.2016 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-17012/2/2012-(IR(M))** dt 07.01.2016. The dispute under reference relates to:

"Whether the action of the management of the LIC of India, Satna in terminating the services of Shri Ved Prakash Tiwari, Ex-daily rated peon is just, proper and legal? What relief the workman is entitled to?"

Notices were sent to the parties on the basis of reference. They appeared and filed their respective statement of claim.

Case of the workman as taken by him in his statement of claim is that, he is duly qualified and educated, and was appointed as a Peon on daily rate basis with the Management of LIC, vide order dated 15.02.1992 and worked with outmost honesty and sincerity till 1999, when his services were terminated by Management by an oral order without any notice or

compensation, or without any enquiry, giving him any opportunity of hearing. He had worked for 240 days and more in very year, including the year preceding the date of his disengagement. The Management is an *industry* under Section 2(j) and he is a workman as defined under Section 2 (j) of the Act. His disengagement amounts retrenchment under Section 2(oo) of the Act. He was not served any notice nor paid any compensation on his retrenchment, hence this action of Management is in violation of Section 25F and 25G of the Act, the Workers, who were engaged after his engagement, are still working with the Management. Hence, the action of Management is in violation of Section 25H of the Act also. He raised a dispute in this respect before the Conciliation Officer, after failure of conciliation the dispute was referred to this Tribunal. The workman has alleged that this action of Management is unjust, illegal and arbitrary. He has requested that setting-aside his termination, he be reinstated with full back-wages and benefits.

Case of the Management is mainly that, the workman was appointed on temporarily basis, as a daily wager only for 85 days from 16.04.1996 to 09.07.1996, as a temporary waterman. After expiry of 85 days, he was disengaged, the Management denied that the workman worked continuously from 1992 to 1999, also denied that he worked for 240 days or more in any year. According to Management, their action is not in violation of the Act, they have requested that reference be answered against the workman.

In his rejoinder, the workman has mainly reiterated the allegations made in his statement of claim.

In evidence, the workman has filed and proved one experience certificate dated 04.11.1996, 45 payment vouchers, paid to him regarding payment from the period within 02.08.1996 to 25.05.1998 (*Ex. W-2*).

It is further to mention here that, an application for production of documents i.e. payment vouchers for the period from 15.02.1992 to 1999 and attendance register of casual employees for the said period was to be filed. The Management took a case that, the vouchers have been destroyed, they have filed and proved attendance sheet for the period May and June, 1996, attendance sheet for the said period, which are *Ex. M-1 to M-6*.

The workman has filed his affidavit as his examination in chief and he has been cross-examined by Management of L.I.C. The Management of LIC has filed affidavit of its witness Lalit R. Daushalya, he has been cross examined by workman side.

I have heard arguments of Learned counsel for the workman Mr. Aditya Ahiwasi and Mr. Pranay Choubey, Learned Counsel for the Management of LIC. I have gone through the record as well.

Learned Counsel for the Workman side has submitted that, from the evidence on record, the workman has proved his continuous engagement from 1992 to 1999 as alleged by him. The Management has not paid any retrenchment compensation and this fact is also proved from evidence on record, the records are maintained by the Management, which they failed to produce, hence adverse interference will be drawn against them.

It has been submitted by Mr. Pranay Choubey, Learned Counsel for L.I.C. that **firstly**, the claim is barred by unexplained delay on the part of the workman. According to the workman himself, he was disengaged in 1999, whereas he raised dispute in 2016, this delay is not been explained. **Secondly**, he was appointed only for period of 85 days, just as a waterman, and documents with respect to his employment and payment in from of attendance register and payment sheet have been filed. The payment vouchers for the period 1992 to 1999 have been weeded out as per rules, hence are not available. The workman has miserably failed to prove his continuous engagement for 240 days and more in any year. Hence, action of Management is justified in law. The Workman is entitled to no relief.

Learned Counsel for workman has relied on following judgments –

- 1. Civil Appeal No. 12139/2025 Prem Chand & Ors. V.s. State of Punjab.***
- 2. W.P. No. 20156/2015 State of M.P. V.s. Gajraj Singh Rajpoot***

Learned Counsel for Management has relied upon following cases –

- 1. Mohd. Ali V.s. State of Himachal Pradesh & Ors. (2018) AIR (SC) 2194.***

On perusal of record in the light of rival arguments, following issues arise for determination –

1. Whether, the workman has successfully proved his continuous engagement as per Section 25B, as alleged by him?
2. Whether, the disengagement of workman is in violation of Section 25F and 25G and 25H of the Act?
3. Subject to finding on issue No. 1 & 2, whether the workman is entitled to any relief?

Issue No. 1 –

Section 25B of the Act is being reproduced as follows –

25B. Definition of continuous service.—

For the purposes of this Chapter,—

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) ninety-five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case.

Pleadings of the parties have been elaborated earlier on this issue.

Case of the workman is that, he worked continuously from 1992 to 1999, till date of his disengagement and completed more than 240 days in every year. Case of the Management is that, he worked only for 85 days, as a waterman for the period 16.04.1996 to 09.07.1996 and thereafter he never worked. The Workman has filed and proved his experience certificate dated 04.11.1996, issued by the Senior Branch Manager (photocopy), which states that he worked as a Sub-staff from the period 03.07.1992 to 04.11.1996. He has further filed and proved photocopies of payment vouchers, for the period 1996 to 1998. In his affidavit as his examination in chief, he has corroborated his allegations on this issue as detailed earlier.

He admits in his cross-examination that no advertisement was released for recruitment, his name was not sponsored by Employment Exchange, there was no recruitment process and he was just engaged. Also that, no formal appointment letter was issued.

There is no cross-examination from side of Management on the documents filed and proved by the workman as referred to above.

On the other hand, the Management witness has stated in his affidavit as his examination in chief that the workman worked only for 85 days i.e. from 16.04.1996 to 09.07.1996, as temporary waterman and never worked thereafter. Management has filed documents with respect to his employment for the said period and relating document, sought to be produced by the workman, the Management has filed in his affidavit that all these documents have been weeded out.

Learned Counsel for the workman has submitted that, documents with respect to payment are maintained by the Management. They have not produced it. Hence, an adverse inference will be drawn against them. On the other hand, it has been submitted by Management that there is a period for weeding of records and they have weeded it after the expiry of the period. There was no occasion to keep them indefinitely because there was no dispute in this respect. In the case in hand, since the dispute was itself raised by the workman with long delay of more than 10 years, it was quite natural for the Management to weed

out their records according to rules framed by them. Hence, no adverse interference can be drawn in case in hand in case of failure of Management to produce the payment vouchers for the said period.

The Management witness himself admits that, he is posted in the said Branch since 2025 only, and his statement is only on the basis of records. It shows that this witness does not have any information with respect to engagement of the workman for the period 1992 to 1999. **Secondly**, the case of Management is contradicted by the documents Ex. W-1 and W-2, which are experience certificates issued by the then Branch Manager of the Branch for the period 1996 to 1998, which establishes that the workman worked even after the period said by the Management in this respect and before the said period also. **Hence, holding the finding of workman more reliable on this issue, it is held that the workman has successfully proved his continuous engagement as per Section 25B of the Act.**

Issue No. 1 is answered accordingly.

Issue No. 2 –

Section 25F and 25G and 25H are being reproduced as follows-

25F. Conditions precedent to retrenchment of workmen.—

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

25G. Procedure for retrenchment.—

Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25H. Re-employment of retrenched workmen.—

Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for reemployment and such retrenched workman] who offer themselves for re-employment shall have preference over other persons.

Undisputedly, no notice pay or compensation was given to Workman, hence ***the action of Management in disengaging the workman is held in violation of the action by Section 25F and 25G of the Act.*** As regards to violation of Section 25H of the Act, as alleged by the workman is also held not proved due to absence of any details in this respect.

Issue No. 2 is answered accordingly.

Issue No. 3 –

In the case in hand, the workman has raised a dispute after a gap of 10 years. Learned Counsel for the Workman has submitted that, he been given assurances from time to time that his grievance will be readdressed but there is no evidence in this respect. Hence, it is held that the claim of the workman is with unexplained delay on his part.

Furthermore, there is nothing to show that he was engaged against a sanctioned vacancy. He himself admits that he did not follow any recruitment process. In these circumstances, his reinstatement will not meet the ends of justice.

Keeping in view all the facts and circumstances of the case in hand, an amount of Rs. 50,000/- in lieu of all his claims of the workman is held to be just and equitable in the case in hand, to which the workman is held entitled, to be received from

Management within 90 days from the date of Award, failing of which, interest @6% from the date of Award till payment.

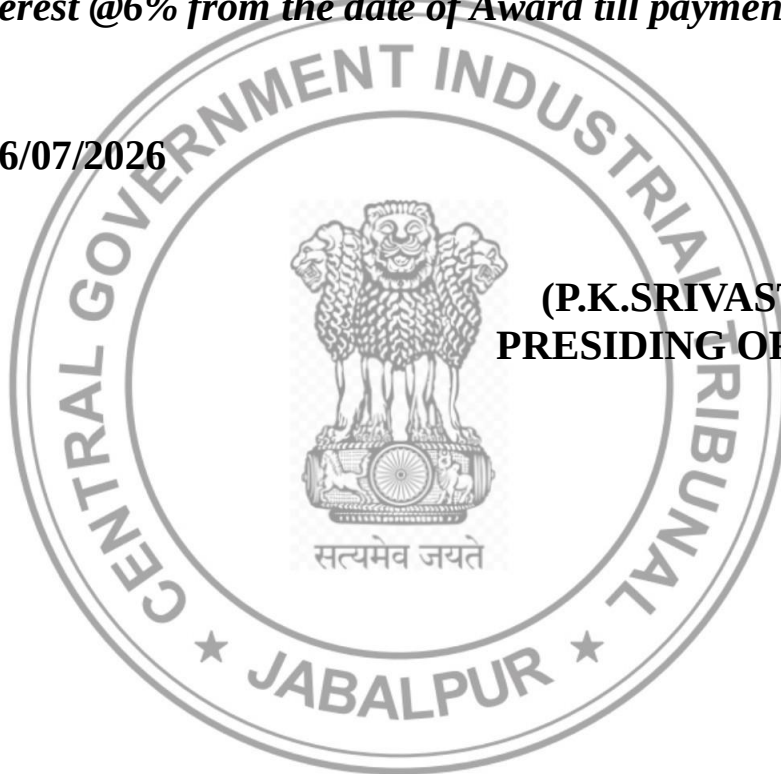
On the basis of above discussion and findings, the reference is being answered as follows.

AWARD

Holding the action of the management of the LIC of India, Satna in terminating the services of Shri Ved Prakash Tiwari, Ex-daily rated peon is unjust, illegal & arbitrary.

An amount of Rs. 50,000/- in lieu of all his claims of the workman is held to be just and equitable in the case in hand, to which the workman is held entitled, to be received from Management within 90 days from the date of Award, failing of which, interest @6% from the date of Award till payment.

DATE:- 16/07/2026



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