

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

Present: P.K.Srivastava
Judicial Member

1. NO. CGIT/LC/R/17/2016

Shri Nasim Sidiqqi,
President, Madhyachal Gramin Bank Workers Organization,
7/65, Civil Lines, Dharmkantikunj, Opp. PHED Office,
Rewa (M.P.) – 486001

Shri Santosh Kumar Dwivedi,
Vice President,
Madhyachal Gramin Bank Officers Organization,
7/65, Civil Lines, Dharmkantikunj, Opp. PHED Office
Rewa (M.P.) - 486001

Workman

Versues

The Chairman,
Madhyachal Gramin Bank,
Head Office, Poddar Colony,
Tili Road,
Sagar (M.P.) - 470001

Management

2. NO. CGIT/LC/R/09/2016

1. Shri. Swadesh Jain,
General Secretary,
Madhyanchal Gramin Bank Employees Association,
Purana Bazar, Mugavali, Dist. Ashok Nagar (M.P.)

2. The General Secretary,
Madhyanchal Gramin Bank Officers Association
Kumkum mobile Gallery,
Opp. SBI, Panna (M.P.)

Workman

Versues

**The Chairman,
Madhyachal Gramin Bank,
Head Office, Poddar Colony,
Tili Road,
Sagar (M.P.) - 470001**

Management

(JUDGMENT)

(Passed on this 26th day of November - 2025)

As per letter dated 21/25.01.2016 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') now Industrial Relations Code, 2020 (in short the 'Code') as per Notification **No. L-12011/03/2016 (IR(B-I))** dt. 21/25.01.2016. The dispute under reference relates to:

"After giving strike notice dated 26th Aug 2015 and participating in the conciliation proceedings before Dy CLC(C) / Conciliation Officer, Jabalpur on 11-09-2015 and when the conciliation proceedings are pending before the Dy CLC(C) / Conciliation Officer, Jabalpur, Whether the strike resorted to by the Mandhyanchal Gramin Bank Employees Organization, Sagar (Reg. No.4127) from 14-09-2015 to 19-09-2015 was legal or illegal under the provisions of I.D. Act 1947?"

As per letter dated 11/12.01.2016 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-12011/02/2016 (IR(B-I))** dt. 11/12.01.2016. The dispute under reference relates to:

"After giving Strike notice dated 26th Aug Aug 2015 and participating in the conciliation proceedings before Dy CLC(C) / Conciliation Officer, Jabalpur on 11-09-2015 and when the conciliation proceedings are pending before the Dy CLC(C) / Conciliation Officer, Jabalpur, whether the strike resorted to by the Mandhyanchal Gramin Bank Employees Association, Sagar (Reg. No.6215) from 14-09-2015 to 19-09-2015 was legal or illegal under the provisions of I.D. Act 1947?"

Two separate cases were registered on the basis of the references and notices were sent to the parties. The parties appeared and filed their respective statement of claim and defense.

Since, the dispute and the facts were identical, both the cases were consolidated by Tribunal vide order dated 30.11.2021.

The undisputed facts in both these cases are that the Officers Union and the employees union, who are the Applicants are registered Unions of the Officer/employees, who are employed and working with the Bank. The Unions served a demand notice to Management vide letter dated 12.09.2014 with respect to their demands to which they were entitled to get in the light of 10th Bi-partite Settlement w.e.f. 01.11.2012. The Supreme Court, vide its judgment dated 07.03.2002 in case C.P. No. 162/2001 in CA No. 2128/1999, had held that the of the employees of Regional Rural Banks were entitled to the benefits of wage structure in the Bi-partite Settlement which could not be denied on the basis of financial conditions of the Bank. Accordingly, the employees and officers of the Rural Banks were held entitled to the benefits of 10th Bi-partite Settlement which was applicable to employees and officers of all the Nationalized Banks. This is also admitted that, since not fruitful result came out, the Association again served a demand notice dated 26.08.2015 stating that if the demands raised in the demand notice dated 12.09.2014 served on Management were not granted, the Union may proceed on strike from 24.01.2014. This is also not disputed that the Management of Bank proceeded for conciliation meeting which was held on 20.11.2014. The members of the Association and Bank were present in the meeting. But, no settlement could be arrived at. Management did not take any action at this notice hence, again a demand notice dated 26.08.2015 was served by the Association on the Bank mentioning a schedule of agitation from 31.08.2015 and also mentioning that the Association would go on strike from 14.09.2015 if the demands were not fulfilled.

It is further the case of the Associations that, the then Association Members proceeded on strike from 14.09.2015 to 19.09.2015 as no alternate remedy was left with them The Management Bank has declared this strike illegal and arbitrarily deducted salary of the strike period i.e. six days from the salary of the members who went on strike and also postponed their dates of increment. This action of Management has been alleged to be unjust,

illegal and arbitrary. The Associations have prayed in both the cases that holding this action of Management in declaring the strike from 14.09.2015 to 19.09.2015 is illegal and deducting the salary of these days from their salary bills as well changing the date of increment on this basis as unjust, illegal and arbitrary, the Officers and employees be held entitled to get salary for the period as mentioned above with all consequential benefits.

The Management Bank has taken a case that, the Employees and Officers Association had served a notice on 26.08.2015 informing that the members of the two organizations would stage *dharna* on 02.09.2015 and then going on mass leave on 07.09.2015, thereafter on indefinite strike from 14.09.2015. The Management Bank approached the concern Labour Commissioner (Central) at Jabalpur for conciliation vide its letter dated 07.09.2015. A meeting was convened between the Bank and the Representatives of the Association/Unions, but matter could not be resolved. The next date of conciliation proceeding were fixed for 21.10.2015, the representative of the Officers and Employees Union/Association were asked to participate in the second round of conciliation but they proceeded on strike from 14.09.2015 and remained on strike till 19.09.2015 paralyzing the entire Bank business which is in contravention of *Section 22 and 23 of the then Industrial Dispute Act, 1947* hence, holding their strike illegal, the Bank deducted salary of the period which the employees and the Officers were on strike from their salary bills which is just, legal and proper. The Management has in both the cases as requested that the reference be answered against the Applicant Association.

In their rejoinder, filed in both the cases the Association has filed affidavits and photocopy documents, which are not disputed.

I have **heard argument** of Learned Counsel Mr. Arun Patel for the Association in both the cases and Mr. Vijay Tripathi for Bank in both the cases. I have gone through the record as well.

Section 22, 23 and 24 of the Industrial Disputes Act, 1947 as it was applicable at the time of the incident, is relevant in this respect therefore it is being reproduced as follows:

22. Prohibition of strikes and lock-outs.-

(1) No person employed in a public utility service shall go on strike in breach of contract-

- (a) without giving to the employer notice of strike, as hereinafter provided, within six weeks before striking; or***
- (b) within fourteen days of giving such notice;***
- (c) or before the expiry of the date of strike specified in any such notice as aforesaid;***
- (d) or during the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings.***

(2) No employer carrying on any public utility service shall lock-out any of his workmen-

- (a) without giving them notice of lock-out as hereinafter provided, within six weeks before locking-out; or***
- (b) within fourteen days of giving such notice; or***
- (c) before the expiry of the date of lock-out specified in any such notice as aforesaid; or***
- (d) during the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings.***

(3) The notice of lock-out or strike under this section shall not be necessary where there is already in existence a strike or, as the case may be, lock-out in the public utility service, but the employer shall send intimation of such lock-out or strike on the day on which it is declared, to such authority as may be specified by the appropriate Government either generally or for a particular area or for a particular class of public utility services.

(4) The notice of strike referred to in sub-section (1) shall be given by such number of persons to such person or persons and in such manner as may be prescribed.

- (5) *The notice of lock-out referred to in sub-section (2) shall be given in such manner as may be prescribed.*
- (6) *If on any day an employer receives from any person employed by him any such notices as are referred to in sub-section (1) or gives to any persons employed by him any such notices as are referred to in sub-section (2), he shall within five days thereof report to the appropriate Government or to such authority as that Government may prescribe, the number of such notices received or given on that day.*

23. General prohibition of strikes and lock-outs.-

No workman who is employed in any industrial establishment shall go on strike in breach of contract and no employer of any such workman shall declare a lock-out

- (a) *during the pendency of conciliation proceedings before a Board and seven days after the conclusion of such proceedings;*
- (b) *during the pendency of proceedings before a Labour Court, Tribunal or National Tribunal and two months after the conclusion of such proceedings;*
- (bb) *during the pendency of arbitration proceedings before an arbitrator and two months after the conclusion of such proceedings, where a notification has been issued under subsection (3-A) of Section 10-A; or*
- (c) *during any period in which a settlement or award is in operation in respect of any of the matters covered by the settlement or award.*

24. Illegal strikes and lock-outs.-

- (1) *A strike or a lock-out shall be illegal if-*
 - (i) *it is commenced or declared in contravention of Section 22 or Section 23; or*

- (ii) *it is continued in contravention of an order made under subsection (3) of Section 10 or sub-section (4-A) of Section 10-A.*
- (2) *Where a strike or lock-out in pursuance of an industrial dispute has already commenced and is in existence at the time of the reference of the dispute to a Board, an arbitrator, a Labour Court, Tribunal or National Tribunal, the continuance of such strike or lock-out shall not be deemed to be illegal, provided that such strike or lock-out was not at its commencement in contravention of the provisions of this Act or the continuance thereof was not prohibited under subsection (3) of Sec.10 or sub-section 4(A) of Section 10-A.*
- (3) *A lock-out declared in consequence of an illegal strike or a strike declared in consequence of an illegal lock-out shall not be deemed to be illegal.*

It is clear from perusal of these provisions that, an employee in a Public Utility Services shall not go on strike without **firstly**, giving a notice before 14 days of the Strike and **secondly**, before seven days after conciliation proceedings before Conciliation Officer which command to it. Undisputedly, the notice was given by the Association for strike on 26.08.2015. The conciliation proceedings took place on 11.09.2015 which could not be conciliated and next meeting was fixed on 21.10.2015 on this date also the matter could not be conciliated. Further, meeting was fixed for 23.12.2015. The date of strike mentioned in the strike notice dated 26.08.2015 was 14.09.2015 hence, the notice was served by the Associations well before more than fourteen days of the proposed strike but the fact still remain that, the disputes were pending for conciliation on the dates/period of strike and are not concluded. Hence, undisputedly, the strike by the members of the Associations from 14.09.2015 to 19.09.2015 had no sanction of law, rather it is the illegal strike as mentioned in Section 24 of the Act of the then Industrial Disputes Act, 1947. Since the members of the Associations did not work during the period of strike which is nothing but illegal hence their claim for this period is of no force.

The fact still remains that the Management is well within its rights to consider granting leave if it was due in the leave account of the Officers/Employees, and treat the absence not as a break in service, if the members apply for it. have it because break in service may result into serious consequences. Even if no leave is due, such Officers/Employees may be granted leave without pay, to regularize their break in service.

Hence, in the light of above discussion and findings, the reference is answered as follows.

AWARD

Holding the action of Mandhyanchal Gramin Bank in holding the strike resorted to by the members of Employees/Officers Associations of the Bank from 14.09.2015 to 19.09.2015 is illegal under the then Industrial Dispute Act, 1947 is held unjustified.

Further, the Management is directed to consider grant of leave to those employees/officers and applicants for leave on this period of their findings subject to availability of leave in their leave accounts.

The Management of Bank may also grant leave without pay in the period requisite absence of the Employees/Officers due to strike.

No order as to cost.

DATE:- 26/11/2025

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