

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR [M.P.]

NO. CGIT/LC/ R/29/2016

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri Abhishek Chourasia,
S/o Shri Anil Chourasia,
Gulab Ward No. 34, Gali No. 1,
Chhindwara (M.P.)**

Workman

Vs

**The Regional Manager,
Oriental Bank of Commerce,
Indira Press Complex, Pragati Bhawan,
Maharana Pratap Nagar, Zone-I,
Bhopal (M.P.)**

Management

(JUDGMENT)

(Passed on this 10th day of February, 2026)

As per letter dated **18/02/2016** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act') as per Notification **No.L-12012/70/2015(IR(B-II))** dt. **18/02/2016**. The dispute under reference relates to:-

"क्या आवेदक श्री अभिषेक चौरसिया आत्मज श्री अनिल चौरसिया दिनांक 1/9/11 से दिनांक 15/2/2015 तक ओरियण्टल बैंक ऑफ कामर्स की शाखा छिंदवाडा में बतौर दैनिक वेतन भोगी कर्मचारी नियोजित थे, यदि हां तो क्या शाखा प्रबंधक द्वारा आवेदक श्री अभिषेक चौरसिया को बिना किसी पूर्व सूचना/कारण के दिनांक 16/2/15 से सेवा से हटाना न्यायसंगत है? यदि नहीं तो आवेदक क्या अनुतोष पाने का अधिकारी है?"

After registering the case on the basis of reference, notices were issued to the parties. They appeared and filed their respective statement of claim in defense.

The case of the workman is mainly that he was appointed as a 'Messenger' w.e.f. 01.09.2011 on daily rated basis and worked continuously with the Bank till 15.02.2015, when his services were terminated under an oral order without notice or compensation. According to the workman union, this action of management is in violation of Section 25-F and 25-G of the Act, hence unjust, illegal and arbitrary. He raised a dispute in this respect which could not be conciliated, hence this Reference.

The workman has prayed that, holding termination of his service against the Act, he be held entitled to be reinstated with back-wages and benefits and also be held entitled to permanent status.

Case of the Management Bank is mainly that they are a Public Sector Undertaking and have defined Rules for Appointment of staff, Branch Manager is not an Employer to employ any staff. The workman was never appointed against any permanent vacancy of Messenger following any recruitment process, there is no post of messenger as such in the Bank. According to the Bank, he was a daily rated worker, engaged by Bank on as and when required basis, for which he was paid his daily wages. He never completed 240 days in any year; management has requested that the reference be answered against the workman.

In evidence, the workman has filed his affidavit as his Examination-in-chief, he has been cross-examined by management Bank, management Bank has also filed affidavit of its witness who has been cross-examined by workman side. The workman has also filed and proved Ex-W/1, certificate issued by Branch Manager and Ex-W/2 which are 76 vouchers for the period between 2014-2015 with regard to payment made by the Bank to workman.

I have heard argument of Learned Counsel for workman Mr. Sidharth Verma. Learned Counsel for management Bank did not appear for argument. Both the parties have filed written submissions

which are part of the record. I have gone through the written submissions and record as well.

On perusal of record in light of written submissions, following Issues came up for determination:-

- 1) **Whether the workman has successfully proved his continuous engagement for 240 days as defined under section 25-B of the Act?**
- 2) **Whether the termination of services of workman is in violation of section 25-F & 25-G of the Act?**
- 3) **Whether the workman is entitled to any relief?**

Issue No.1,

Section 25-B of the Act, which defines 'continuous service', 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 on this issue have been corroborated earlier. The workman has corroborated his allegations on this issue in

his affidavit as his Examination-in-chief. In his cross-examination he admits that no appointment letter was issued to him, and he did not appear in any written or oral examination. He has denied that he did not complete 240 days in a year.

On the other hand, the management witness admits in his cross-examination that he was not posted during the period in which the workman has claimed to have been employed by the Bank. He also states that there is no record with respect to payment of daily wages in the Bank and that there is a post of Peon in the Branch but it is not known who was working on the post of Peon in the said period. The evidence of the workman is corroborated by different vouchers, total 76 in numbers which showed that he was engaged by the Bank for different works for which he was paid his wages and his expenses with regard to travelling, etc. These vouchers are for the period 2014-2015.

The statement of workman is corroborated by documentary evidence. On the other hand, the statement of management itself shows that this witness was not posted in the Branch during the period in question. Hence, holding the evidence from workman side more reliable, he is held to have proved his case that he worked continuously for 240 days and more in every year including the year preceding the date of his termination as defined under section 25-B of the Act and the Bank is held to be his employer under the Act.

Issue No. 1 is answered accordingly.

Issue No. 2,

Undisputedly, no notice was issued to the workman before his termination nor was he paid any compensation. Hence his termination is held in violation of section 25-F and 25-G of the Act.

Section 25-F & 25-G of the Act, is 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.*

Issue No. 2 stands answered accordingly.

Issue No. 3

Undisputedly, the workman was not appointed following recruitment process hence, his engagement cannot be said to be legal. Thus, he is not entitled to reinstatement. Keeping in view, the facts and circumstances of the case in hand, a lump sum compensation quantified Rs. 1Lac/- in lieu of all his claims including litigation cost will meet the ends of justice which the workman is held entitled to be paid by the Bank within 60 days from the date of publication of the Award, failing which interest @ 6% p.a. from the date of award till payment.

Issue No. 3 stands answered accordingly.

In light of above discussion and findings, the reference is answered as follows.-

AWARD

“Holding the action of the management in disengaging the workman Shri Abhishek Chourasia from 16/02/2015, illegal and unjustified, he is held entitled to a lump sum amount of Rs. 1Lac/- to be paid by the Bank within 60 days from the date of publication Award, failing which interest @ 6% p.a. from the date of award till payment, in lieu of all his claims.”

No order as to cost.

DATE:- 10-02-2026

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