

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM**  
**LABOUR COURT, JABALPUR**

**NO. CGIT/LC/R/04/2022**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

**Shri Ashish Jha,  
S/o Shri Ravi Kumar Jha,  
Resident of House No. D-134,  
Gautam Nagar,  
Near DIG Bunglow, Narial Kheda,  
Thana – Gautam Nagar, Tehsil – Huzur,  
Distt. Bhopal (M.P.)**

**Workman**

**Versues**

**The Chief Executive Director,  
Syndicate/Canara Bank,  
Corporate Office,  
Gandhi Nagar,  
Bangalore (Bengaluru) – Karnataka ( 560 009)**

**Management**

**(JUDGMENT)**

**(Passed on this 18<sup>th</sup> day of December - 2025)**

As per letter dated 24.01.2022 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. J-1(1-15)/2021-IR dt. 24.01.2022. The dispute under reference relates to:

**"क्या श्री आशीष झा, कर्मकार को मैसर्स सिंडीकेट बैंक / केनरा बैंक द्वारा आवेदक को काम से निकाला जाना न्यायोचित है ? यदि नहीं, तो उक्त कर्मकार को कब से और किन लाभों के साथ नौकरी पर पुनः बहाल किया जाना चाहिए?"**

**The case of the Workman** is mainly that, he was appointed by the then Syndicate Bank (merged with Canara Bank during the course of time) in July, 2008 on vacant and permanent post of sweeper after he was found suitable on the basis of the selection process but was treated as daily wage employee and was posted in the Currency Chest of the Bank in Bhopal where he worked till 2012. He was further transferred to Indrapuri Branch and worked till date of his disengagement vide oral order dated 03.02.2020 without any notice or compensation and without any charge. He had worked continuously with the Bank as sweeper and had completed 240 days in every year. The employees who joined later and were junior to him were retained and he was disengaged, hence this action of Management Bank is in violation of Section 25F and 25G as well Rule 76 and 77 of Industrial Disputes Rules, 1957. He has requested that holding his termination against law, he be held reinstated with back-wages and benefits and be also granted permanent status.

**Case of Management** is mainly that, they have specific rules and regulations with respect to appointment of their employees. The post of Sweeper cum Peon on which Workman claims to have been engaged comes under the category of subordinate staff. He was never appointed by Bank following any recruitment process against any sanctioned vacancy. He might have worked as daily wage casual labour on intermittent basis which does not entitle him to continue his service or to have a permanent status. The Bank has accordingly requested that the reference be answered against the Workman.

**In evidence,** the Workman has filed and proved his Exhibit W-1, photocopy of his statement of Account from 01.07.2008 to 01.09.2019. He has also filed his affidavit on which there is no cross-examination from the Management Bank. The Management side has not filed any evidence in form of document or affidavit.

I have heard arguments of Learned Counsel for the Workman Mr. Arun Patel and Mr. Jaideep Bansal Learned Counsel for the Bank. Management Bank has filed written submission also, which are part of record. I have gone through the written submissions and the record.

***The reference itself is the issue for determination.***

**Case of the Workman** has been detailed earlier in his affidavit as his examination in chief, he has corroborated his case and has stated that he was first appointed following recruitment process on the permanent post of Sweeper and worked with syndicate Bank continuously as a Daily wage employee. Earlier he was paid on daily basis in form of various charges through his account but from November, 2010 he was paid his wages on monthly basis through his Saving Account No. 77002010084923/- till June, 2020. His services were terminated under oral orders without any notice or compensation. He has further stated that he has worked for 240 days in every year and that after his disengagement he is unemployed.

**In absence** of any cross-examination, this uncontroverted affidavit as examination-in-chief is worth reliance. This is further corroborated by statement of Account Exhibit W-1 which shows that he has received payments on monthly basis since 2010 as stated by him.

On the other hand, there no evidence from the side of Bank that support their pleadings.

**Hence**, from the evidence on record, the continuous employment of the Workman for 240 days as defined under Section 25B of the 'Act' in every year including the year preceding the date of his termination is held proved. Since, there is nothing on record to show that any notice or compensation was given to him and a workman has specifically denied that he was issued any notice or compensation on his disengagement, termination of his services is held in violation of Section 25F and 25G of the Act.

**As regards relief**, since there is nothing on record in form of appointment letter to show that the Workman was appointed following recruitment process against regular vacancy as admitted by him, he was a daily wager, hence his reinstatement will not serve the ends of justice.

***In the light of facts and circumstances of the Case in hand, a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lacs) payable to the Workman within 60 days from the date of Award, failing which interest***

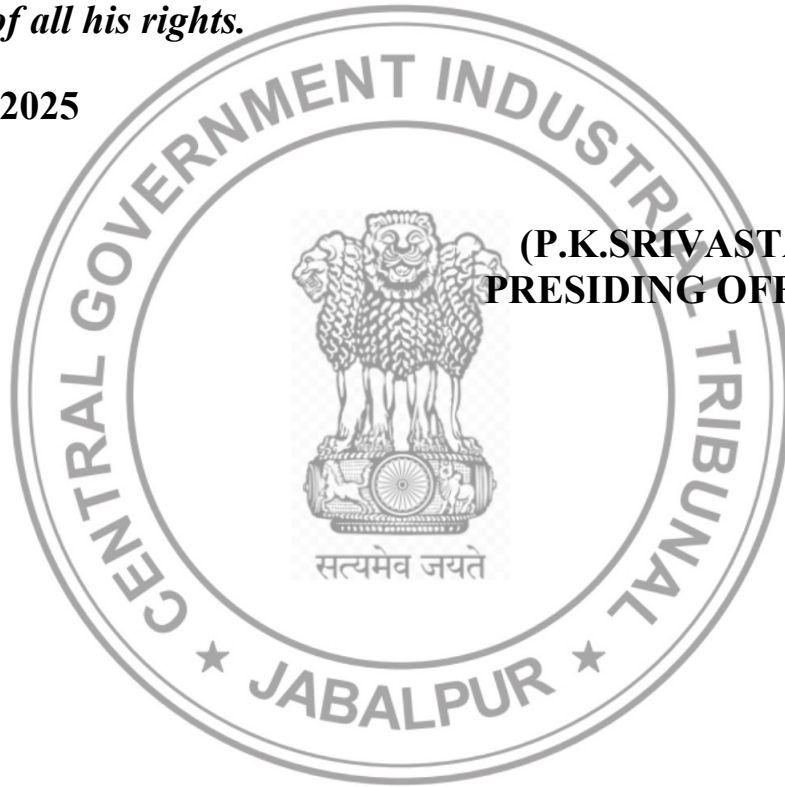
*@6% per annum from the date of Award in lieu of all his rights will meet the ends of justice to which he is held entitled.*

Reference is answered as follows.

**AWARD**

*Holding the action of Management of M/s Syndicate Bank/ Canara Bank in terminating the services of the Workman Ashish Jha illegal, unjust and arbitrary, the Workman is held entitled to a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lacs) payable to him within 60 days from the date of Award, failing which interest @6% per annum from the date of Award in lieu of all his rights.*

**DATE:- 18/12/2025**



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