

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR

NO. CGIT/LC/R/56/2020

Present: P.K.Srivastava

H.J.S..(Retd)

The General Secretary,
Bhartiya Chemicals Mazdoor Sangh Singrauli
B-145, Sector B & C, Dudhichua,
Post -Dudhichua, Singrauli(MP)- 486888.

Workman

Versues

1. **The Chief Manager,**
M/s Indian Oil Corporation Ltd.,
BG Group Explosives,
SMS Plant Jayant, Post - Jayant,
District - Singrauli(MP)Pin Code -486890
2. **M/s Tech Support Infrastructure Pvt. Ltd.,**
Camp-1OCL, BG Group Explosives,
District - Singrauli (MP) - 486890.

Management

(AWARD)

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

As per letter dated 24.08.2020 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-30011/14/2020-IR(M) dt. 24.08.2020. The dispute under reference relates to:

“Whether the action of non-applicant No. 1 [Indian Oil Corporation Limited-1] and /or Non-applicant No. 02 [Tech Support Infrastructure Private Limited] in denying to fulfill the demands of point No. 1, 8, 10, 11, 12, 13, 14, 15, 17, 18, 20, 22, 23 24, 25, 26, 27, 28, 29, 31, 32, 34 & 35 raised in charter of

demands represented by Bhartiya Chemicals Mazdoor Sangh Singrauli [applicant union] is justified? If no, what benefits the workers are entitled for?"

The case of the workman Union is mainly that, they are a recognized Union and the Applicant is the General Secretary of the Union, duly authorized to prosecute the reference on behalf of the Union and its member workmen. The Indian Oil Corporation in Distt. Singrauli has employed Contract Labours through Contractor M/s Tech Support Infrastructure who work on its site. These workmen have been working as Contract Workers since long back before 2009. There were disputes which came out with respect to the demands of the Workers right from 2009 to 2017, which were settled between the Workman Union and the Management by way of different settlements mentioned in Para 3 to Para 12 of the statement of claim. With respect to the remaining disputes/demands which were not resolved between the Management and the Workman Union, the Workman Union served a notice raising as many as 35 demands and informed the Management that in case their demands were not accepted, they would go on strike w.e.f. 15.01.2020, thereafter, shifted to 20.01.2020. This strike notice with Charter of 35 demands dated 29.12.2019 is Annexure P/14 to the statement of claim. The dispute was referred to Assistant Labour Commissioner (Central), Shahdol, but could not be conciliated, hence this reference. The Workman Union has further alleged that demands of the Union are genuine and bona fide; the Management is acting arbitrarily in denying the demands. They have prayed that the Management be directed to accept all the demands and to grant consequential benefits to the Workmen, also award cost of litigation and other relief which is thought fit by this Tribunal, hence this reference.

The Management of IOCL and the Contractor have taken a case that *firstly*, the applicant, who is claiming himself to be the General Secretary of the Workman Union, has no document to show that he is authorized by the Union to prosecute the reference and dispute on the behalf of the Workmen and also there is no document filed to show that the said Union is registered with the Indian Oil Corporation, hence the reference itself is not maintainable before this Tribunal. *Secondly*, as pleaded by the two Managements i.e. IOCL and M/s Tech Support Infrastructure, the claimants are employees of Contractor M/s Tech Support Infrastructure Pvt. Ltd. who is the service provider of IOCL, hence IOCL is not

liable for demands of the claimants because there is no relation of employer and employee between IOCL and the Claimants, rather they are employees of the Contractors, who have been awarded contract of service after successful bidding. The claimants, after settling disputes amicably and signing settlement deeds through Union, cannot go against the settlement which is legally binding under Section 18(3) of the Act. According to the Managements, the Union itself admits that there were different settlements between 2009 to 2017 copy filed with the statement of claim i.e. Annexure P-1 to P-13. The settlements thus disclose that no dispute/claim remained unresolved at the time the settlements were signed. The Managements have prayed that since these settlements are binding on the parties, they cannot back track and raise the same disputes/demands again. They have prayed that reference be answered against the Workman Union.

The demands which are subject matter of the reference, are being reproduced as follows :

Demand No.1 – Workers are employees of M/s Tech Support Infrastructures Private Limited Singrauli (MP) as immediate employee and aforesaid firm has performed under annual contract in our SMS Support Plant Jayant Singrauli vide WO: IOCL/BGE/SC/2019/JNT/LT'28 MARCH 2019. These contract workers have got following benefits from their employer M/s Tech Support Infrastructures Private Limited Singrauli (MP):

- a. Monthly salary under minimum wages-1948 notified by Deputy CLC (Central) Jabalpur.***
- b. Bonus.***
- c. PF.***
- d. ESI***
- e. 1 paid leave for every 20 days of work rendered.***
- f. 2 sets of Uniform yearly.***
- g. 1 kg of Jaggery on monthly basis.***
- h. Canteen allowances 50/day***

i. 1 towel.

j. 1 raincoat during rainy season.

k. PMJJY.

l. PMSBY scheme.

m. All safety equipments/accessories like Safety shoes, Gum boots, gloves, goggles, helmet etc.

n. Seniority/experience allowance in the head of other allowances along with monthly wages.

ii. Demand No. 8 - M/s Tech Support Infrastructures Private Limited is already paying seniority allowances under head of other allowance mentioned in monthly salary sheet, to his employee's, as such, payment at par with permanent officers of Indian Oil Corporation Limited, is neither admissible nor eligible as per the extant contract.

iii. Demand No. 10 - All the plant operations & productions being done by qualified engineers /officers viz Electricals/Mechanicals/Mining appointed by Indian Oil Corporation Limited.

Contractual workers of M/s Tech Support Private Limited are working as a Skilled/Semi Skilled/Unskilled labors under supervision of M/s. TSPL's supervisor as per the contractual obligation.

In SMS Support Plant Jayant we are using small size of non-IBR boilers. On the demand of BCMS Union boiler No-3 was shut down for 8 months (period April 2019 to November 2019). However, we had called M/s Boilers Engineers Dhanbad, the third party to check boiler & its repair/maintenance, if any. However, post inspection by the aforesaid third party the boiler operation was found in order and safe, and the required certification was obtained from the third party.

It is pertinent to mention here that, aforesaid boiler no 03 was intentionally and forcefully made to shut-down by the workers of M/s. TSIPL, with the intention to get more over time from M/s. TSIPL. IOCL had also intimated M/s TSIPL as well as local administration at that time to save government properties from

being forcefully shutdown by agitating workers of M/s. TSIPL, with ulterior intention.

iv. Demand No. 11 - Canteen allowance has been resolved by Contractor M/s Tech Support Private Limited and enhanced canteen allowance from Rs.42 per day to Rs.50 per day, as per S.N.-1 of terms of settlement dtd. 27.02.2020.

v. Demand No. 12 - An allowance to operators & helpers has been resolved by Contractor M/s Tech Support Private Limited as per S.N.-2 of terms of settlement dtd.27.02.2020.

vi. Demand No. 13 - M/s Tech Support Private Limited, the contractor is already extending lunch break and tea facilities as per norms and lunch break/Tea time: 12:30 pm to 01:00 pm.

vii. Demand No. 14 - Allowances to operators & helpers has been resolved by Contractor M/s Tech Support Private Limited as per S.N.-2 of terms of settlement dtd.27.02.2020.

viii. Demand No. 15 - Ambulance facility at plant is not reasonable as per the Governing rules in view of the following:

a. The daily attendance of workers inside our plant in any day is less than 200 numbers in whole year.

b. According to factory Act we have an occupational health center with all equipment's at our plant. A part time Doctor (MD, Medicine) appointed as Factory medical officer who is visiting twice in week and whose service is readily available during emergencies.

c. As per factory Act 1948 Sec. 45 (4) states "in every factory wherein more than 500 workers are (ordinarily employed) there shall be provided and maintained ambulance room."

d. Similarly as per factory rules 1962 Sec. 131 (b) states" in every factory wherein less than 200 workers are ordinarily employed can arrange an ambulance of nearby hospital or any place with short notice in emergency. Ambulance services from Nehru Shatabdi Hospital of NCL situated in the

vicinity to our SMS Plant at Singrauli, are available in short notice, as and when need arises.

ix. Demand No. 17 – All the contractual workers of M/s Tech Support Private Limited are providing services for Field & Plant Operations at our SMS Plant Singrauli. We ensure minimum wages to contractual workers, and as per contractual obligation allowances/facilities are extended. As such, benefits as admissible to permanent employees are not admissible.

x. Demand No. 18 - Regarding wages of helpers. has been resolved by M/s Tech Support Private Limited and promoted from unskilled to semiskilled as per list provided by applicant union, to Contractor M/s Tech Support Private Limited as per S.N.-2 of terms of settlement dtd.27.02.2020.

xi. Demand No. 20 - 2 hours over time for lunch is not justified since, lunch is required to be taken at the specified lunch time.

xii. Demand No. 22 - Works are assigned by supervisor of M/s. TSIPL the contractor as per the skill set and experience of their workers as such, assignment of work as per the choice of workers is not justified.

xiii. Demand No. 23 - Production incentive to workers of M/s. TSIPL is not justified since; they are guided by the contractual obligations of the Governing contract.

xiv. Demand No. 24 - Regarding reinstatement of Mr. Sanat Tiwari in his last work place amounts to interference of applicant union in the plant operation and administrative affairs as such, the same is not justified. Mr. Sanat Tiwari has been a habitual offender and had resorted to various mischievous activities inside the plant premises, as stated under, thus compromising and disturbing the operational and safety aspect of the plant:

a. Mr. Sanat Tiwari and his team is habitually sleeping during the duty hours. This team blocked the plant gate/stopping the plant operation many times without any notice, even violating the ALC notice. A copy of the letter is marked as Annexure R-2.

b. Mr Sanat Tiwari had intentionally damaged IOCL's one heavy Godown gate by Fork lift during working shifts.

c. For the above misconducts he was suspended by M/s. TSIPL contractor for a month. On his humble request and commitment for improvement in future, he has been considered & given the job back in another place with warning not to resort to such mischievous activities and misconducts, in future but once again he has started mobilizing and causing resentment amongst the innocent workers of M/s. TSIPL in order to reinstate him in his last work place.

xv. Demand No. 25 - Resorting to misconducts and intentionally disturbing the plant operation thus, putting in stake the safety aspect and vitiating the congenial working atmosphere inside the plant merits that from the principles of natural justice required action for omissions and/or commissions of the erring workers is taken so as to obviate any cause of action leading to disturbing the congenial industrial atmosphere as well as safety aspects.

xvi. Demand No. 26 - M/s TSIPL the service contractor is deputing workers in grade of Skilled, Semi-Skilled & Unskilled Category, and time to time it has been observed M/s TSIPL has promoted many contractual workers from unskilled to Semiskilled & Semi Skilled to Skilled grades as is evident in agreement between M/s TSIPL the contractor & applicant union.

M/s TSIPL is paying various allowances to its workers, being principle employer we are ensuring statutory obligations under minimum wages of contractual workers as per CLC notifications issued from time to time.

xvii. Demand No. 27 - On selection of cloth by TSIPL workers clothes are procured by M/s TSIPL as per measurement of uniform of each worker, cutting & tailoring arrangement done by contractor for 210 workers in local level. Similarly, it has distributed all the ISI marked safety items to workers as per contract terms & condition, under acknowledgement.

xviii. Demand No. 28 - Construction of shed already done in go-down area at unloading point.

Demand No. 29 - One room with full furniture already provided inside plant for lunch & rest room, and being utilized by operator. Another shed already constructed near Godown for lunch & rest room.

xx. Demand No. 31 - Premedical checkup report is mandatorily required & maintained prior to assigning any worker inside the plant. Further, one occupational health center is operated inside the plant headed by one part time doctor in attendance.

xxi. Demand No. 32 - IOCL ensures compliance of statutory obligations towards minimum wages and other statutory benefits at Singrauli (M.P.) plant.

xxii. Demand No. 34 - Plant is situated in the vicinity of Nehru Shatabdi Hospital of NCL, Plant have own occupational health center and part time doctor is available to attend in emergency. M/s. TSIPL the contractor has also appointed a Manager, who is available 24 hours with one vehicle to meet any emergency. Non-Applicant no.1/IOCL ensures all medical facilities under ESI rules as statutory obligations.

xxiii. Demand No. 35 - M/s. TSIPL the contractor is following & paying to each of its workers for Rs. 330-00 extra on a/c PMJJY scheme & Rs 12 for PMSBY schemes.

A perusal of these demands reveals that most of them do not qualify to be an Industrial Dispute as defined under Section 2(k) of the Act. It shows that the Authority who has framed the reference requires to be trained in this respect.

Vide order dated 26.11.2025, following points held to be Industrial Disputes as defined under Section 2(k) of the Act or Section 2(q) of the Industrial Relation Code, 2020, which requires to be adjudicated by this Tribunal, these are as follows –

“1. Whether, the Contract Works engaged by the Outsourcing Agency and deputed with IOCL in the work of production, operation , marketing and maintenance since last 20 to 25 years, are entitled to be made permanent and are entitled to be paid wages equal to that payable to permanent employees of IOCL doing the same works?

2. Whether, the Outsourced Workers working in the shifts are entitled to the shifts allowances @ Rs. 50 per date which is paid by the Management of IOCL to their permanent employees doing the same jobs?

3. Whether, the Contract Workers are entitled to production bonuses, which they were getting earlier as claimed by them?"

In evidence, the Workman Union has filed photocopies of settlements dated 11.11.2009, 21.07.2010, 20.10.2010, 23.09.2011 which are admitted by Managements and marked Exhibits W-1 to W-6. The photocopies settlements dated 07.12.2011, 16.12.2011, 29.03.2012 are not admitted by Managements. They are with respect to settlements relating to employees of Damodar Valley Corporation and conciliation at Ahmedabad as well recommendations of High Power Committee with respect to employees of Coal Industry. The settlements dated 04.03.2013, 07.07.2015, 07.07.2017 filed by the Workman Union are with respect to the claimants through Union and are admitted by the Management and have been marked as Exhibit W-7 to W-9. The proceedings with respect to conciliation from 08.01.2020 to 25.02.2020 photocopy filed by the Workman Union has also been admitted by Management, marked Exhibit W-10.

The Management side has filed affidavit of its witness Ajeet Kumar Sharma and R.S. Marko as their examination-in-chief. They have been cross-examined by the Workman Union. The Applicant, secretary of the Workman Union has filed his affidavit stating that he is the General Secretary of the Union and the photocopy Registration Certificate of the Trade Union and the resolution dated 15.10.2024 have also been filed by him.

The Workman Union representative has not filed any affidavit rather he has filed a statement in form of demands by Workman Union for cross-examination/arguments which are dated 08.10.2025, have been taken on record.

I have heard arguments of the General Secretary of the Workman Union and Mr. Chandahas Dubey Learned Counsel appearing for the Managements. Management of IOCL has filed written submission also which are on record. I have gone through the written submissions.

As regards the *first* submission from the side of Management that, the Union raising the demands is not a Registered Union and the applicant Kamlendu Shekhar Sharma, claiming himself to be the General Secretary of the Union is not authorized to prosecute the reference. The Kamlendu Shekhar Sharma has filed his affidavit dated 25.11.2025 in which he has stated that he is the working General

Secretary of the Applicant Trade Union i.e. Bhartiya Chemicals Mazdoor Sangh, Singrauli and has filed photocopy registration certificate of the said Union as a part of his affidavit, hence the Bhartiya Chemicals Mazdoor Sangh is held to be a registered Trade Union bearing registration No. 4364 as the document shows but since there is no document in form of any resolution by the Union authorizing the said Kamlendu Shekhar Sharma to prosecute the dispute of the claimants through the Union, he cannot be held to be a person authorized to prosecute this reference.

I am supported in my view by the *Judgment of Hon'ble High Court of M.P. in the case of Prabhat Vs. Barkatullah University W.P. No. 1794/2011 ILR(MP) 2011 1692*, in which it has been held that *firstly*, the members of the association must be determined and identifiable and *secondly*, either there should be resolution of Association or legally binding resolution of its General body to represent its members in the litigation, so as to bind the members by the decision in the litigation is required. In another case, a *Division Bench of Hon'ble High Court of M.P. in W.A. No. 91/2022 Swakshagrahi Sangh V.s. Union of India and Others*, this view has been relied upon.

As regards, the Industrial Dispute No. 1 framed vide order dated 26.11.2025 referred to above, *firstly*, there is no pleading nor is there any evidence to show that the claimants involve in the present reference have been continuously working as Outsourced Workers of different Contractors since last 20 to 25 years as alleged by them. *Secondly*, since these workers are workers of contractors and naturally there is no relation of employer and employee between IOCL and them, they cannot be held to be regularized as such as employees of the IOCL. Recent Judgments of Hon'ble Supreme Court in the case of **THE MUNICIPAL COUNCIL, REP. BY ITS COMMISSIONER NANDYAL MUNICIPALITY, KURNOOL DISTRICT, A.P. versus K. JAYARAM AND OTHERS ETC. ETC. reported in 2026 LiveLaw (SC) 38** is referred to in this respect .

As regards to the first Industrial Dispute framed vide aforesaid order dated 26.11.2025, **Rule 25(iv) of the Contract Labour (Regulation And Abolition) Central Rules, 1971** requires to be referred in this respect, which is being reproduced as follows:

(iv) the rates of wages payable to the workmen by the contractor shall not be less than the rates prescribed under the Minimum Wages Act, 1948 (11 of 1948), for such employment where applicable and where the rates have been fixed by agreement, settlement or award, not less than the rates so fixed;

Thus it is established that for getting benefit under this Rule, the claimants will have to prove that they are doing the same duties as discharged by the permanent employees of the Establishment. There is no evidence at last in this respect before this Tribunal. Moreover, this is a question of fact and according to the Rules itself if there is any dispute whether the Contract Workers are discharging the same duties discharged by the permanent workers of the establishment, it shall be decided by the Labour Commissioner. Hence, their this claim is also held not proved before this Tribunal because it is not proved that the claimant contract workers have been discharging the same nature of duties which are discharged by the permanent employees of the establishment, but they are at liberty to raise this point/claimed before the Labour Commissioner which will decide it in the light of the said provisions.

As regard second and third Industrial Disputes framed as above, they also stand answered in the light of findings in the first Industrial Dispute.

In the light of above discussion and findings, the reference deserves to be answered against the Workman Union and stand answered accordingly.

DATE:- 16.03.2026

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