

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

NO. CGIT/LC/ R/78/2020

Present: P.K.Srivastava

H.J.S..(Retd)

**Mahamantri Secretary,
 Mine Workers Union, Laljhanda (AITUC),
 Pathakheda Area, New Market Chowk,
 Pathakheda Area,
 District Betul (M.P.)-460001**

Workman

**Chief General Manager,
 West Koylanchal Limited,
 Pathakheda Area,
 District Betul (M.P.) – 460001**

Management

(JUDGMENT)

सत्यमेव जयते

(Passed on this 29th day of December, 2025)

As per letter dated **02/12/2020** 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**'), now The Industrial Relations Code 2020 (in short the Code) as per Notification **No. L-22012/43/2020(IR(CM-2))** dt. **02/12/2020**. The dispute under reference relates to:-

“क्या खदान मजदूर संघ लालझांडा (एटक) की यह मांग कि स्वर्गीय दीपक मोदी (पूर्व जनरल मजदूर)/ उनके वारिस को WCL, पाथाखेड़ा प्रबंधक ने उसे दिनांक 13-05-2015 को उक्त सम्बन्ध में हुए त्रिपक्षीय समझौते की अनुपालना न करते हुए 1,70000/- रुपये का उसके दावे (वेतन सम्बन्धी) का भुगतान न देकर उक्त समझौते की शर्तों का उल्लंघन किया 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 Deepak Modi was employed as General Mazdoor Category-I in the year 1980, work of loader was taken from him. He was not paid the wages admissible to loader inspite of the fact that job of loader was taken from him by the management, eventually, he died during service. Management and Union entered into the settlement with respect to claims of Deepak Modi on 13.03.2015, in which they agreed to recognize the claim of Deepak Modi in this respect but did not pay. After his death, his son was appointed on compassionate grounds, he raised a dispute through Union after failure of conciliation and reference was made to this Tribunal. According to the workman refusal of pay of loader to the deceased Deepak Modi for the period which he had worked as loader though he was appointed as General Mazdoor Category-I is unjust, illegal and arbitrary. The Union has requested that his claim in this respect which is computed @ Rs. 1,70,000/- (One Lac Seventy Thousand Only) be granted along with interest @18% per annum.

The case of the management is mainly that, Deepak Modi was initially appointed on 26.11.1979 as a General Mazdoor Category-I, he was regularized on 14.10.1981 and was transferred to Sarni Mines on 05.05.2011. He was never deployed as Pump Khalasi or Pump Operator or Loader by management at any point of time, hence he is not entitled to his claims. It is further the case of management that after Deepak Modi died in service, his son has been granted compassionate appointment and pension is being paid to his wife. It is also the case of management that there was no settlement with respect to the claims as made by the Union in the settlement dated 13.03.2015.

During course of proceedings the son of deceased workman Deepak Modi who had raised dispute through Union also died and now union is prosecuting the reference

In Evidence, Union filed affidavit of wife and mother of deceased son of Deepak Modi as their examination-in-chief, they were cross-examined by Management. Workman side has filed and proved documents Ex-W/1 to Ex-W/3, to be referred to as and when required.

Management has filed Office Order dated 20.10.2020 upgrading Deepak Modi to higher category. Copy of NCWA-II 29 photocopy settlement dated 13.03.2015, death certificate of Deepak Modi, letter to Regional Manager (Personnel) sent to the Union with respect to demand of Union for claim of Deepak Modi as stated above and other documents, to be referred to as and when required. Management has also filed affidavit of its witnesses as his examination-in-chief, he has been cross-examined by Union.

I have heard argument of Learned Counsel Mr. Swapnil Khare for the Workman and Mr. Neeraj Kewat, for Management. I have gone through the record as well

The reference itself is the issue for determination in the case in hand.

The terms of the settlement dated 13.03.2015 are being reproduced as under:-

1. ***The management agreed to allow Shri Deepak Modi Token No. 5148 to join in Sarni Mines of Pathakhera Area of WCL on the same post/grade in which he was working.***
2. ***Union agreed that Shri Deepak Modi will join his duty within 7 days from today and will work regularly. Union is also agreed that Shri Deepak Modi will not claim any wages for the idle period from 11.10.11 till the previous day of joining duty.***
3. ***Management agreed that the period of absence from duty of Shri Deepak Modi will not be treated as break in service and will be counted for all other benefits.***

It is also agreed between the parties that other demands of the Union related to prior service of Shri Deepak Modi will be

discussed among themselves and the outcome will be informed to this office within 90 days.

This resolves the dispute. Both the parties will inform the implementation position.

It is clear from perusal of the settlement that in the settlement, parties agreed that other demands related to prior service of Deepak Modi will be discussed and outcome shall be informed within 90 days.

It comes out from perusal of the record that Union sent representations with respect to claim of Deepak Modi regarding pay of loader as stated above, there is on record, reply of management filed and proved in which they have asked the Union to produce evidence in support of their this claim for the workman Deepak Modi though a General Mazdoor Category was ordered to work as loader. There is nothing on record to show that any proof in this respect was filed by Union before management or this Tribunal. **Hence, the claim that Deepak Modi worked as a loader at any point of time as claimed by Union is held not proved.**

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

AWARD

The claim of the Union with respect to Rs. 1,70,000/- (One Lac Seventy Thousand Only) in respect of settlement dated 13.05.2015, is held not tenable and the workman is held entitled to no relief.”

No order as to cost.

DATE:- 29-12-2025

(P.K.SRIVASTAVA)
PRESIDING OFFICER