

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

NO. CGIT/LC/R/12/2025

Present: P.K.Srivastava

H.J.S..(Retd)

Ankit Tiwari,
House No. 75, Deepak Society, Chunabhatti,
Bhopal (M.P.) - 462016

Workman

Versues

The Director/Incharge,
M/s Shriram Life Insurance Company Limited,
R/o Arena Square, Scheme No. – 78,
A.B. Road, Indore - 452010

Management

(AWARD)

(Passed on this 04th day of February, 2026)

As per letter dated 28.01.2025 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. **RLC-8(45)2024** dt. 28.01.2025. The dispute under reference relates to:

"Whether the termination of the workman Shri Ankit Tiwari by the Management of M/s Shriram Life Insurance Company Limited is justified? If not, what relief the workman is entitled to?"

Case of the workman is mainly that, he was not paid his rightful dues and other emoluments following his illegal termination by the Management of Shriram Life Insurance Company, he was not paid his full wages for September, 2024 and from October 01, 2024 to October 10, 2024, also he was not paid compensation for his unused earned and accumulated leave as per company policy and notice period compensation. He has requested that the Management be directed to release his salary for September, 2024, compensation for his unpaid accumulated earned leave, unpaid wages for 01.10.2024 to 10.10.2024 and compensation for dues of the notice period as per employment contract.

Case of the Management is mainly that, the terms of the reference are whether the termination of the Workman is justified and whether the

workman is entitled to any relief. Whereas in his statement of claim, the workman has not challenged his termination rather has claimed his unpaid dues. It is further the case of the Management that, the Workman was appointed as Sale Manager on 31.05.2024 and worked with Management till 10.10.2024. He was fully on Managerial Capacity and as a Sale Representative, he was not a Workman under Section 2 (s) of the Act, hence his claim is not maintainable. He was appointed on 31.05.2024 and worked till 10.10.2024. Hence, he had not completed 240 days in any year. Hence, was not entitled to any notice period salary or compensation under Section 25F of the Act. His performance was not up to the mark, he absented himself in September, 2024 without intimation. He leveled false allegations against Management just to cover up his bad performance and unauthorized absence. He was under probation period and he is disengaged during the probation period. Management has thus requested that the reference be answered against the Workman.

The Workman filed some photocopy documents which are his offer of appointment dated 31.05.2024 with two Annexures, his pay slip for August, July, June and September, 2024, his relieving letter from service due to poor performance which are admitted by Management, hence are marked exhibits. He has not filed any affidavit in support of his claim. He never appeared thereafter.

Management has also not filed any affidavit.

At the time of argument also, none appeared for the Workman, hence I have heard argument of the Management Representative Mr. Neeraj Agrawal and have gone through the record.

The first objection taken by Management is that, the Workman is not a workman as defined under Section 2(s) of the Act. According to Management he was appointed on the post of Assistant Manager Sales and has worked there as a Sale Representative. Hence, he was discharging in Managerial capacity thus not a workman. Management has referred to some decisions of Hon'ble Supreme Court in their Written Statement of defense which are as follows:

In support of their submissions that Workman is not a Workman under Section 2(s) of the Act.

Section 2(s) of the Act is being reproduced as follows:-

(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person

who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or (iv) who, being employed in a supervisory capacity, draws wages exceeding

ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature

The job offer which has been filed by Workman and is admitted by Management contains two Annexures. Annexure A is his proposed salary and Annexure 2 is the terms of reference. There is no any Certified Standing Order or any requisition filed from the side of Management to indicate about the duties and responsibilities of Assistant Manager Sale in their organization. The Annexure 2 which is about the Job Conditions, also does not mention any detail with respect to his duties and responsibilities. There is nothing on record to show that the Workman was working under a supervisory capacity, he had not any right to appoint or terminate anybody or take any action against any employee etc.

Section 2 (d) of the Sales Representative and Sales employee Promotion Act is produced as follows:-

(d) “sales promotion employees” means any person by whatever name called (including an apprentice) employed or engaged in any establishment for hire or reward to do any work relating to promotion of sales or business, or both, but does not include any such person—

(i) who, being employed or engaged in a supervisory capacity, draws wages exceeding sixteen hundred rupees per mensem; or

(ii) who is employed or engaged mainly in a managerial or administrative capacity.

Explanation.—*For the purposes of this clause, the wages per mensem of a person shall be deemed to be the amount equal to thirty times his total wages (whether or not including, or comprising only of, commission in*

respect of the continuous period of his service falling within the period of twelve months immediately preceding the date with reference to which the calculation is to be made, divided by the number of days comprising that period of service;

(e) all words and expressions used but not defined in this Act and defined in the Industrial Disputes Act, 1947 (14 of 1947), shall have the meanings respectively assigned to them in that Act.

6. Application of certain Acts to sales promotion employees.—

(1) The provisions of the Workmen's Compensation Act, 1923 (8 of 1923), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, workmen within the meaning of that Act.

(2) The provisions of the Industrial Disputes Act, 1947 (14 of 1947), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, workmen within the meaning of that Act and for the purposes of any proceeding under that Act in relation to an industrial dispute, a sales promotion employee shall be deemed to include a sales promotion employee who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute or whose dismissal, discharge or retrenchment had led to that dispute.

(3) The provisions of the Minimum Wages Act, 1948 (11 of 1948), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, employees within the meaning of that Act. 1

(4) The provisions of the Maternity Benefit Act, 1961 (53 of 1961), as in force for the time being, shall apply to, or in relation to, sales promotion employees, being women, as they apply to, or in relation to, women employed, whether directly or through any agency, for wages in any establishment within the meaning of that Act.

(5) The provisions of the Payment of Bonus Act, 1965 (21 of 1965), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, employees within the meaning of that Act.

(6) The provisions of the Payment of Gratuity Act, 1972 (39 of 1972), as in force for the time being, shall apply to, or in relation to, sales promotion employees as they apply to, or in relation to, employees within the meaning of that Act.

(7) Notwithstanding anything contained in the foregoing sub sections,—

(a) in the application of any Act referred to in any of the said sub-sections to sales promotion employees, the wages of a sales promotion employee for the purposes of such Act, shall be deemed to be his wages as computed in accordance with the provisions of this Act;

(b) where an Act referred to in any of the said sub-sections provides for a ceiling limit as to wages so as to exclude from the purview of the application of such Act persons whose wages exceed such ceiling limit, such Act shall not apply to any sales promotion employee whose wages as computed in accordance with the provisions of this Act exceed such ceiling limit.

Hence, in the light of above description the Workman is held to be a workman as defined under Section 2(s) of the Act and his claim is held cognizable by this Tribunal.

It is further the case of the Management that since the Workman was under probation compliance of Section 25F of the Act was not necessary. Keeping in view the admitted tenure of the Workman, compliance of Section 25F of the Act is held not required in this case because he had not worked for 240 days in a year. Clause 3 of Annexure B is terms and conditions of his job offer which states that the probation shall be for six months for the date of joining, since undisputedly he joined on 31st May, 2024 and was terminated on 10.10.2024, it is established he was in his probation period when he was terminated.

Clause 14 of the terms and conditions speaks about the termination of services. One of the grounds for termination is due to incapacity. If he is found incompetent for a period of three consecutive months, his services may be terminated without any notice or payment in lieu of notice. Hence, termination of his service in the case in hand cannot be faulted in law if it was without notice or payment in lieu of notice. The Workman himself has filed his pay slip for September, 2024 which shows that he was paid salary for six months, the only dues which is remained unpaid is his salary between the period 01.10.2024 to 10.10.2024 to which he is held entitled. Since, terms and conditions of his job offer do not mention about any leave salary, he is held not entitled to any leave salary as claimed by him.

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

AWARD

Holding the termination of the services of the workman Ankit Tiwari by the Management of M/s Shriram Life Insurance Company Limited legal and justified, he is held entitled to his salary for period 01.10.2024 to 10.10.2024 and also litigation cost Rs. 5,000/- from Management to be paid to him within 60 days from the date of Award, failing which interest @6% per annum from the date of Award till payment.

DATE:- 04.02.2026

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