

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR

NO. CGIT/LC/R/32/2024

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri Deepak Namdeo,
R/o TTS Colony NTPC Township,
Vindhyanagar Distt. Singrauli (MP) - 486886**

Workman

Versues

- 1. The Director (HR),
Utility Powertech Limited, 'UPL House',
W-24, Sector-11, Noida (UP) - 201301**
- 2. The Resident Manager,
Utility Powertech Limited (UPL),
NH-1, NTPC Township,
PO – Vindhyanagar, Distt. Singrauli (M.P.) - 486885**

Management

(JUDGMENT)

(Passed on this 03rd day of February, 2026)

सत्यमेव जयते

As per letter dated 08.04.2024 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. **24(14)/2024-IR** dt. 08.04.2024. The dispute under reference relates to:

"Whether the action of management of Utility Powertech Limited (UPL) in terminating the services of Shri Deepak Namdeo, Workman w.e.f. 30.09.2023 without following the provisions of the Industrial Disputes Act 1947 is legal and justified in the eye of law or not? If not, what relief the workman is entitled to?"

Case of the Workman is his father was working with the NTPC and after his death during the employment, the applicant workman was appointed vide appointment order dated 28.12.2018. The appointment continued from year to year and ultimately, extended up to 31.12.2023. The workman was issued a letter by Management on 31.08.2023 by which he was given one month notice and his engagement was terminated w.e.f. 30.09.2023 for reasons which were beyond

control of Utility Powertech Limited as mentioned in the letter. The letter also mention that it be treated as one month prior notice as per terms and conditions for termination of service. According to Workman, this action of Management is in violation of Section 25F of the Act. The Workman has prayed that setting-aside his termination, he be reinstated with back-wages and benefits.

Case of the Management is mainly that, the Utility Powertech is a non-governmental registered company and is a joint venture with NTPC and Reliance Infrastructure, it is not falling under Central Government, hence the Central Government is not a proper Government under the Act and is not competent to refer the dispute for determination to this Tribunal. Also detailed that, the appointment of Workman was for specific period, he was not appointed on permanent job on permanent basis and his services were dispensed with a one month notice as per the terms and conditions of his appointment which he had accepted at the time of his appointment. The Management has requested that the reference be answered against the Workman.

In evidence, the Workman side has filed photocopies of documents which are letter of Management of Utility Powertech dated 31.08.2023 dispensing with the services of the workman, photocopy of reference, order of this Tribunal in case A/02/2022, R.J. Sinha V.s. General Manager, SECL, appointment offer issued by M/s Utility Powertech on 20.01.2020, notice issued by the Deputy Labour Commissioner during conciliation period, letter dated 02.11.2023 releasing the workman on completion of service contract, which are Exhibit W-1 to W-7. The Workman has not filed any affidavit in support of his allegations.

Management of Utility Powertech has filed affidavit of its witness Ajay Kumar Raghav as his examination in chief. None appear from the side of Workman to cross-examine the witness, hence opportunity was closed.

At argument stage, none appear for workman; hence, argument of Learned Counsel for Management Mr. Neeraj Kewat was heard. I have gone through the record as well.

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

From the allegations in statement of claim and documents as mention above, it is established that the engagement of workman was on contract basis, extended from year to year. The terms and conditions of the contract are mention

in Exhibit W-4, but the Clause – 9 of this document specifies that, the service contract can be terminated at any time by either party by giving one month notice in writing and one month salary. Admitted case of the workman is that, he was given one month notice before termination of his service. This fact is corroborated by uncontroverted affidavit of the Management witness.

Hence, on the basis of above discussion it is established that, the engagement of the Workman was contractual; it was prematurely terminated after one month notice as per terms and contract of appointment accepted by the parties. Hence, this termination is not a retrenchment under the Act and accordingly, the workman is held not entitled to benefit of Section 25F of the Act.

Accordingly, the reference is answered as follows.

AWARD

Holding the action of management of Utility Powertech Limited (UPL) in terminating the services of Shri Deepak Namdeo, Workman w.e.f. 30.09.2023 without following the provisions of the Industrial Disputes Act 1947 is legal and justified in law. The workman is held entitled to no relief.

No order as to cost.

DATE:- 03.02.2026



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