

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR

NO. CGIT/LC/R/33/2024

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri Mahendra Kumar Shukla,
R/o Ganga Bhawna Room No.11,
Vindhya Nagar Colony, Distt. Singrauli (M.P.) - 486885**

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)

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(15)/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 Mahendra Kumar Shukla, 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 mainly that, he was appointed by the Management of M/s Utility Powertech Limited on 02.02.2010 on the post of Supervisor. His appointment continued from year to year basis and was ultimately extended up to 31.12.2023. However, the Management issued him a letter on 31.08.2023 which mentions that services of the workman were terminated from 30.09.2023 for

reasons beyond control of Utility Powertech Limited. The said letter further stated that this letter will be treated as one month prior before closure as per terms and conditions of offer of engagement. His services were terminated from 30.09.2023 which is in violation of Section 25F of the Act which is unjust, illegal and arbitrary on the part of Management. Also, it is the case of the Workman that, before termination of his services, he had already moved before the conciliation officer and has raised a dispute which was pending. This action of Management is in violation of Section 33 of the Act. Also, the workman has prayed that setting aside his termination he be held entitled to 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, and 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, 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.

The workman has filed photocopies of notice of Management dated 31.08.2023 terminating contractual engagement of the Workman, photocopy of reference, letter of appointment on contract dated 31.12.2022, his releasing order dated 31.10.2023 and 30.09.2023, service certificate, notice of Deputy Labour Commissioner dated 13.12.2023 which have been admitted by Management and are marked exhibits. The Workman has further field photocopies of other service contracts right from 01.02.2007 to 17.02.2022 which show that he has been appointed on contract on orally basis firstly in 2007 extending till 2023. But these documents have not been admitted by the Management. The workman has not cared to prove these documents. 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 Mahendra Kumar Shukla, Workman w.e.f. 30.09.2023 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**