

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,**  
**JABALPUR**

**NO. CGIT/LC/R/77/2017**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

**Shri Laxmi Narayan Sen,  
S/o Shri B.L. Sen,  
H.No. 806, Belbag Tiraha,  
Ravindra Nath Tagore Ward,  
Jabalpur (MP)**

**Workman**

**Versues**

- 1. The Branch Manager,  
State Bank of India,  
Malviya Chowk, Branch,  
Jabalpur, Distt. Jabalpur (MP)**
- 2. The Chief General Manager,  
State Bank of India,  
Local Head Office, Hoshangabad Road,  
Bhopal (MP) -**

**Management**

**(AWARD)**

**(Passed on this 02<sup>th</sup> day of February, 2026)**

Vide letter dated 26.05.2017 by the Government of India, Ministry of Labour, New Delhi, the reference has been sent to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. **L-12012/106/2013 (IR(B-I))** dt. 26.05.2017. The dispute under reference relates to:

*"Whether the action of the management of the State Bank of India , Malviya Chowk Branch, Jabalpur (M.P.) in terminating the services of Shri Laxmi Narayan Sen, Ex. Daily rated messenger/peon w.e.f. 31.07.2009 is justified and legal? If not, what relief the workman is entitled to and to from which date?"*

**Case of the Workman** is mainly that, he was an employee of the Management of State Bank of Indore, working as a Peon/Messenger on daily rated basis. This State Bank of Indore merged with State Bank of India. The Workman has turned out of employment on the merger, though he was engaged with the State Bank of Indore since the day of initial appointment

dated 01.05.1995 till the date of his termination on 31.07.2007 without any notice or compensation. He had worked continuously for more than 240 days in every year including the year preceding the date of his termination. By putting him more than 10 years in a service, he has matured his right regarding permanent status and regularization which has been denied by the Bank.

**According to the Workman**, all the liabilities of the State Bank of Indore have been transferred to the preceding Bank State Bank of India in the merger document. This action of Management Bank is against Section 25F and 25G of the Act, hence is unjust, illegal and arbitrary. He has prayed that setting-aside his termination, he be held entitled to be reinstated with back wages and benefits and also be held entitled to permanent status as a Peon.

**The State Bank of India** has taken a case that, the Workman never worked for 240 days in any claimed year. They have also denied that he was appointed against any vacancy rather he was engaged on as and when required basis by the then State Bank of Indore. He is not entitled to be employee of the transferee Bank State Bank of India because the merger document provides only transfer of services of the permanent regular employees of the transferee bank i.e. State Bank of Indore. Management has further requested that the reference be answered against the Workman.

**In evidence**, the Workman has filed his affidavit as his examination in chief, he has been cross examined by the Management. He has also filed the affidavit of his witness Raj Kumar Sen who has been cross-examined by Management. The Workman has also proved photocopy of his experience certificate issued by the then branch Manager, documents relating to payment of bonus from 2000 to 2001, 32 payment vouchers from 01.11.1996 to 03.10.2003.

**Management has not filed any affidavit.**

**I have heard argument** of Learned Counsel for the Workman Mr. Siddharth Verma and Mr. R.C. Shrivastava, Learned Counsel for the Management. I have gone through the record as well.

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

**As has been stated above**, the Workman has taken a case that he was engaged as a daily rated worked to discharge the duties of a Peon/Messenger from 1995 to date of his disengagement i.e. 31.07.2007 and has worked continuously with the Bank. He has corroborated his this statement filed in his affidavit as his examination in chief. He has further proved photocopy documents as mentioned above which corroborate his case. His this case is further corroborated by the affidavit of his witness who was an employee of the Bank and seen him working. It has comes out in his cross-examination and the cross-examination of his witness that, the Workman was not appointed against any vacancy and he was not issued any appointment letter.

**Learned Counsel** for Management had objected to the admissibility of the photocopy documents on the ground that the originals were not produced. Hence, they could not be proved. It comes out from perusal of affidavit that the Workman had filed an application seeking production of these documents from Management and the Management was directed vide order dated 20.01.2021 to produce these documents by way of secondary evidence. The Management did not comply with the order nor did they file any affidavit that these documents are not available. Hence, objections of Learned Counsel for the Bank with regard to admissibility of these photocopy documents unproved is rejected.

**The Bank has** also pleaded that, the Workman had been working with the transferee bank as a daily rated labour but on as and when required basis. Their only case is that he has not completed 240 days in any year.

**The Workman has stated** this fact that he has completed his 240 days in every year, his this statement is corroborated by the statement of his

witness and documents which could be in his possession which he has proved and filed.

**Management Bank** has not filed original documents nor did they file any affidavit, which will go against a Management and adverse interference may be turned out that these documents which were summoned but withheld by Management could have been against their case if they had been produced before this Tribunal. The Management has not filed any documents or any affidavit against the allegations of the Workman and his witness.

Hence, on a comparative analysis of the evidence as mentioned above, the version of the workman with respect to his continuous engagement appears more reliable and trustworthy. Accordingly, it is held that the workman has successfully proved his continuous engagement with the Bank i.e. State Bank of Indore as defined under Section 25B of the Act.

**Since**, there is nothing on record to show that the workman did not pay any compensation as required under Section 25F of the Act, his disengagement by Bank is held in violation of Section 25G of the Act.

**As regards relief**, Learned Counsel for the Management has submitted that the Workman was working with the transferee bank i.e. State Bank of Indore. The State Bank of Indore merged with the State Bank of India vide a merger notification appearing in the official gazette on 28.07.2010. The merger came into effect after publication of the notification. The Workman was already disengaged by the Transferee Bank. Hence, the State Bank of India which is the Transferee Bank should not be fastened with any liability with respect to the Workman.

**Learned Counsel** for the Workman has referred to a judgment and award of this Tribunal passed by my Learned Predecessor in the case of **RC/09/2012** and other related cases which was passed on 24.02.2014. In the referred judgment, the workmen who had put in 10 years of service as a daily wage employee in the Transferor Bank were found fit for reinstatement with

50% back wages and continuity of service and the workman who had worked less than 10 years were found fit to compensation. This judgment of my Learned Predecessor has been modified by Hon'ble High Court of M.P. vide its judgment dated 23.07.2018 in **W.P. No. 15964/2014** and all the workmen have been held entitled to Rs. 4,00,000/- (Rupees Four Lacs Only) as compensation. This order of the Writ Court has been confirmed by a Division Bench of Hon'ble High Court of M.P. in Writ Appeal No. 1431/2018 and connected writ appeals which has further been confirmed by Hon'ble Supreme Court in **SLP/7818-7825/2020**, hence, the present workman is also entitled to parity. *Accordingly, the workman Laxmi Narayan Sen is held entitled to a lump sum compensation of Rs. 4,00,000/- (Rupees Four Lacs) from State Bank of India 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.*

**AWARD**

*Holding the action of the management of the State Bank of India , Malviya Chowk Branch, Jabalpur (M.P.) in terminating the services of Shri Laxmi Narayan Sen is unjust and illegal. The workman Laxmi Narayan Sen is held entitled to a lump sum compensation of Rs. 4,00,000/- (Rupees Four Lacs) from State Bank of India 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:- 02.02.2026**

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