

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT, No. 2 DELHI**

ID No. 58/2015

**Sh. Shiv Kumar, S/o Sh. KishanLal,
R/o- 85-B, Near Primary School, Carygaon, Premnagar,
Dehradun.**

VERSUS

**The Branch Manager,
State Bank of India,
Prem Nagar Branch,
Dist.-Dehradun,**

**Award
15.06.2026**

1. In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour and Employment, vide its Order No. **L-12012/39/2015-IR(B-I)** dated 06.04.2015, was pleased to refer the following dispute between the employer, that is the Management of State Bank of India, Prem Nagar Branch and its workman for adjudication by this Tribunal, terms of which are as under:

“Whether the action of the management of State Bank of India, Prem Nagar Branch in terminating the services of Shri Shiv Kumar Sweeper w.e.f. 04.08.2014 is legal and justified? To what relief the workman is entitled to and from which date?”

Upon receipt of the reference, notices were sent to both the claimant and the management. Claimant filed his claim statement stated that he has been working with the respondent continuously from his appointment on 17.11.2009 until the termination of his services on

04.08.2014. He performed his duties sincerely and honestly as daily wage worker. He was assigned the additional work of "Dak Runner" along with his work of "Sweeper" for which the respondent also paid the remuneration. On 04.08.2014, he was allegedly pressurized to work under the contractor. Rather than to bow down the pressure, he submitted the representation dated 25.09.2014 to the respondent by which the petitioner had stated that he was appointed by the respondent no. 2 on 17.11.2009. Since his representation was not replied to, his services were deemed to have been terminated. Being constrained, he raised an industrial dispute before the conciliation officer. Upon failure of conciliation proceedings, the appropriate government referred the matter to this Tribunal. He made prayer that direction be issued quashing the impugned order dated 04.08.2014 along with its effect and operation and directed the respondent to consider his case for regularization in service along with its effect and pay the salary for the month of June and July, 2014 and further till his reinstatement in service.

2. Respondent herein has filed the written statement. He took the preliminary objection about the existence of employer-employee relationship between bank and the claimant. He submitted that there is no question arises of his regularization. It is submitted that claimant was never appointed by the respondent. He never performed any work of "Dak runner". On ten-twelve occasions, he was called upon to clean the verandah and parking space outside the bank premises, for which he was paid the remuneration. The vacancies of sweepers in the bank are filled as per the Bipartite Settlement. He submitted that claim of the claimant is liable to be dismissed.

3. Workman has filed the rejoinder, denying the averments made in the written statement and affirmed the facts made in his claim statement.

4. Since no issues have been framed in the present case, therefore, terms of reference is taken as the issue. In support of his contention,

workman was examined himself before this Tribunal. He has reiterated the fact as mentioned by him in his claim statement. Beside this, he has also mentioned the fact that some person were regularized by the respondent, including one Mrs. Usha Devi, who was junior to him and was appointed as part time sweeper on the basis of frog leap. He had relied upon the following documents:

- (i) **Mark A:** Copy of letter dated 09/12/2009 i.e. remunerations of the extra work to the claimant Shiv Kumar.
- (ii) **Mark B:** Copy of letter dated 25.09.2014.
- (iii) **Mark C:** Copy of list of part time employees of Dehradun Module.

5. Claimant in his cross-examination has admitted that he has no document to prove that he was working as “Dak Runner” in the bank. He could not say whether he was engaged against any regular vacancy. No interview was conducted. However, he denied that he has never worked for continuous period of 240 days during any calendar year. He was never granted pay slip by the bank.

6. In rebuttal, management had filed affidavit of evidence of Sh. Vishal Singh (Ex. MW1/A), who had reiterated the fact as mentioned by him in his written statement. He submitted that workman was called upon to clean the verandah and parking space outside the bank premises on ten-twelve occasions.

7. Witness in his cross-examination has denied that all the letter correspondences made by the bank with its customer are important. He could not say if the claimant Shiv Kumar was sent to the post office carrying the letter on different dates as suggested to him. He denied that the bank was sending the claimant to the zonal office in connection with the bank’s work. He also denied that the claimant was working continuously in the management bank from 17.11.2009 to 04.08.2014 and the bank was engaging him to discharge different

types of work. He further submitted that document shown to him appears to contain the seal of the bank but he cannot authenticate the documents as those are photocopies. He had brought the register showing the payment of remuneration to the claimant for the work performed by him. He admitted that as per Ex. MW1/D1 one Mahendra Singh was shown and he received the payment as shown against his name. Mahendra Singh is still working since long back as a casual worker. He has been shown the five documents or attendance sheet of different months of September 2010, January 2011, May 2011, September 2011 & January 2012 bearing the name of the workman as well as the stamp of the bank herein. He had brought the letter signed by Sh. Jitendra Singh, Branch Manager of DAV branch bearing no. 10581, where it was stated that no records in respect of Mark A and B was found in the branch record. Moreover, the record of casual employee who was appointed at daily basis has not been maintained in the branch and the same is Ex. MW1/B.

8. The main issue which is to be decided by this Tribunal is “whether the claimant is an employee of the bank from 17.11.2009 and his services has been terminated illegally and unjustifiably on 04.08.2014”.

9. The management relied upon the judgments of **Nilgiri Coop. Mkt. Society Ltd. vs. State of Tamil Nadu and Ors., MANU/SC/0100/2004 (decided on 05.02.2004)**, **Shankar Chakravorty vs. Britannia Biscuits Co. Ltd. 1979**; **Manager, Reserve Bank of India, Bangalore vs. S.Mani and Ors. 2005(5) SCC100**, **Range Forest Officer vs. S.T. Hadimani 2002 (3)SCC25**, **Kanpur Electricity Supply Co. Ltd. vs. ShamimMirza, (2009/1 SCC 20)**, **Automobile Association Upper India vs. P.O. Labour Court-II and Anr., 130(2006) DLT 160**, **Bank of Baroda vs. GhemarabhaiHarajibhaiRabari (2005(10)SCC792)**; **N.C. John vs. Secretary, ThodupuhaTaluk Shop and Commercial Establishment Workers’ Union and Ors. [1973 Lab. I.C. 398]**, **Babu Ram vs. Govt. of NCT of Delhi and Anr., 247 (2018) Delhi Law Times 596.**, where it was held that the burden of proving the relationship of employee and

employer lies entirely upon the claimant/workman. It has been argued that the claimant has failed to discharge the said burden. It is an admitted case herein that the workman has not brought any letter of appointment. No salary slip had been issued to him, and whatever payments were made to him through vouchers.

10. Respondent's stand is that the workman had been engaged for sweeping and cleaning the premise for ten or twelve times or more and for this payment had to be made to the workman accordingly through vouchers. Workman was never in the employment of the bank. Management has also produced some record in respect to the payment made to him.

11. Claimant has relied upon number of documents showing the payment to the workman on different occasion. Annexure-1 contains 40 pages which the respondent has denied. The workman has also relied upon the document Mark-B which contain the memo as well as the attendance register for the months of Sept. 2010, Oct. 2010, Nov. 2010, December 2010, January 2011, Feb. 2011, March 2011, April 2011, May 2011, June 2011, July 2011, August 2011, Sept. 2011, October 2011, November 2011, December 2011, January 2012, February 2012, March 2012 and April 2012. In the said register, attendance of one Mahindra Singh was also marked regularly showing the complete working days of these two persons and the management witness has admitted that Mahindra Singh was still working with the branch, so, his stand is that he has proved that he had worked with the management up to 2014 regularly he was paid accordingly.

12. The above said evidence brought by the claimant does not establish the fact that claimant, at any point of time, had worked continuously with the respondent up to the date of alleged termination. It is further his case that he was pressurized by the bank on 04.08.2014 to sign on the blank papers and his services was proposed to be assigned to a contractor, but, still the service of Mahindra Singh which he has alleged to have been working with the

bank, has not been brought under the purview of the contractor, and bank has admitted that still Mahindra Singh has been working on daily wage basis. Therefore, the workman has failed to prove that whether he has worked ever 240 days in a calendar year. Mere bringing photocopies of attendance sheets along with one Sh. Mahendra Singh, as per annexure A, doesn't establish that he had ever been employed by the bank continuously for four years or he has worked up to 2014, which he has alleged, or he has completed 240 days in a calendar year. Either for proving of the same, he has to call Sh. Mahendra Singh to buttress the above fact that he had worked along with Sh. Mahendra Singh with the respondent continuously up to 2014, which he didn't.

13. In view of the above circumstances, the claimant's claim stands dismissed. Award is passed accordingly. A copy of this award is sent to the appropriate government for notification under section 17 of the I.D. Act, 1947. Record of this file is consigned to record room.

Date: 15.06.2026

ATUL KUMAR GARG
(Presiding officer)
CGIT-Cum-Labour Court-II