

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

1. NO. CGIT/LC/R/81/2019

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri Mukesh Sharma,
S/o Late Shri MannooLal Sharma.
114, Tansen Nagar,
Gwalior (Madhya Pradesh) - 474 002**

Workman

Vs

- 1. M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**
- 2. The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

With

2. CGIT/LC/R/01/2020

**Shri Kamlesh Mathuria,
Anand Nagar, B-477, Sagartal Road,
Gwalior (Madhya Pradesh)**

Workman

Vs

- 1. M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**

R/29/2020 to R/39/2020

With R/81/2020 & R/01/2020

2. **The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

3. **CGIT/LC/R/29/2020**

**Shri Mohanlal Pawar S/o Shri Ramkishan,
739/8, Nanda Nagar,
Indore (Madhya Pradesh)**

Workman

Vs

1. **M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**

2. **The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

4. **CGIT/LC/R/31/2020**

**Shri Narendra Sharma,
S/o. Shri OmkarLal, 146, Aada Bazar,
Indore (Madhya Pradesh)**

Workman

Vs

1. **M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**

R/29/2020 to R/39/2020

With R/81/2020 & R/01/2020

2. **The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

5. **CGIT/LC/R/32/2020**

**Shri Bhanwar Singh,
Opposite Safna Hotel
131, MerimataChouraha,
Banganga Road,
Indore (Madhya Pradesh)-452 015.**

Workman

Vs

1. **M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**
2. **The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

6. **CGIT/LC/R/33/2020**

**Shri KhoobchandDevilal,
104/2, Banganga, 185 Dhobi Mohalla,
Indore (Madhya Pradesh) - 452003**

Workman

Vs

1. **M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**

R/29/2020 to R/39/2020

With R/81/2020 & R/01/2020

2. **The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

7. **CGIT/LC/R/34/2020**

**Shri Narayan Kakade,
406, KulkarmiKaBhatta,
Indore (Madhya Pradesh)**

Workman

Vs

1. **M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**
2. **The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

8. **CGIT/LC/R/35/2020**

**Shri Ramlakhan Yadav,
S/o Shri Dwarka Prasad Yadav,
House No. 5, PatarekiChawl,
Malwa Mill, Indore (Madhya Pradesh)**

Workman

Vs

1. **M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**

R/29/2020 to R/39/2020

With R/81/2020 & R/01/2020

2. **The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

9. **CGIT/LC/R/36/2020**

**Shri Madhukar Patil,
S/o Shri Nathulal,
House No. 1122, Scheme No. 51,
Indore (Madhya Pradesh)**

Workman

Vs

1. **M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**
2. **The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

10. **CGIT/LC/R/37/2020**

**Shri Kishanlal Soni,
S/o Shri Moolchand,
House No. 23/1, Goma Ki Faail,
Indore (Madhya Pradesh)**

Workman

Vs

1. **M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.**

R/29/2020 to R/39/2020

With R/81/2020 & R/01/2020

2. The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002

Management

11.CGIT/LC/R/38/2020

Shri SubodhDeshmukh,
S/o Shri Madhavrao,
406, Rohit Plaza, Narayan Bagh,
Indore (Madhya Pradesh)

Workman

Vs

1. M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.
2. The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002

Management

12.CGIT/LC/R/39/2020

Shri Hemraj Lodwal,
S/o Shri Shankarlal,
330, New 394,
Purana Pancham ki Faail,
Malwa Mill,
Indore (Madhya Pradesh)

Workman

Vs

1. M/s. Bakshi Security &
Personal Service Private Limited,
Unit No.234, 235, Building No.2,
New Sonal Link, Industrial Estate,
Link Road, Malad (West),
Mumbai(Maharashtra)-400 064.

R/29/2020 to R/39/2020

With R/81/2020 & R/01/2020

**2. The Deputy General Manager,
State Bank of India, City Centre,
Gwalior (Madhya Pradesh)-474 002**

Management

(AWARD)

(Passed on this 03rd day of February-2025)

1. In Case No. R/81/2019,

As per letter dated 25.11.2019 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-15)/2019-IR dt. 25.11.2019. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, ग्वालियर की स्थापना में कार्यरत थे) द्वारा आवेदक श्री मुकेश शर्मा आत्मज स्व० श्री मन्नु लाल शर्मा को मौखिक आदेश के द्वारा दिनांक 28/02/2018 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।”

In R/29/2020,

As per letter dated 06.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-22)/2020-IR dt. 06.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री मोहनलाल पंवार, केयर टेकर को मौखिक आदेश के द्वारा दिनांक 31/07/2017 से सेवा से

R/29/2020 to R/39/2020

With R/81/2020 & R/01/2020

पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी हैं।”

In R/31/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-23)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री नरेन्द्र शर्मा, केयर टेकर को मौखिक आदेश के द्वारा दिनांक 01/06/2017 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी हैं।”

In R/32/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-24)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री भंवर सिंह को मौखिक आदेश के द्वारा दिनांक 31/07/2017 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य

पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।”

In R/33/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-25)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बकशी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) श्री खूबचंद देवीलाल को मौखिक आदेश के द्वारा दिनांक 31/07/2017 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।”

In R/34/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-26)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बकशी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री नारायण काकडे, केयर टेकर को मौखिक आदेश के द्वारा दिनांक 31.07.2017 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का

वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।”

In R/35/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-27)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री रामलखन यादव, केयर टेकर को मौलिक आदेश के द्वारा दिनांक 31.07.2017 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।”

In R/36/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-28)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बक्शी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री मधुकर पाटिल, केयर टेकर को मौलिक आदेश के द्वारा दिनांक 19/07/2018 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।”

In R/37/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-29)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बक्शी सिक्कूरिटी एण्ड पर्सनल सर्विसेज प्रायवेट लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री किशनलाल शोनी, केयर टेकर को मौलिक आदेश के द्वारा दिनांक 31/07/2017 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।”

In R/38/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-30)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बक्शी सिक्कूरिटी एण्ड पर्सनल सर्विसेज प्रा० लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री सुबोध देशमुख, केयर टेकर को मौखिक आदेश के द्वारा दिनांक 04/10/2016 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।”

In R/39/2020,

As per letter dated 16.03.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10

of I.D. Act, 1947 as per reference No. J-1(1-31)/2020-IR dt. 16.03.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बकशी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रा० लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री हेमराज लोदवाल, केयर टेकर को मौखिक आदेश के द्वारा दिनांक 31/07/2017 से सेवा से पृथक किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर पुनः पदस्थ किये जाने, बकाया वेतन, छुट्टियों का वेतन एवम् ओवर टाइम सहित नियोजन इत्यादि तथा संबंधित अनुतोष पाने के अधिकारी है।”

In R/01/2020,

As per letter dated 06.01.2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-17)/2019-IR dt. 06.01.2020. The dispute under reference related to :-

“क्या, नियोजक / ठेकेदार, बकशी सिक्यूरिटी एण्ड पर्सनल सर्विसेज प्रा० लिमिटेड (जो कि स्टेट बैंक ऑफ इंडिया, भोपाल की स्थापना में कार्यरत थे) द्वारा आवेदक श्री कमलेश मधुरिया को मौखिक आदेश के द्वारा दिनांक 29/02/2018 से कार्य से बंद किया जाना उचित है? यदि नहीं, तो क्या उक्त कामगार अपने पूर्व के कार्य पर उसी स्थिति में, बकाया वेतन एवम् ओवर टाइम सहित नियोजन तथा संबंधित अनुतोष पाने के अधिकारी है।”

Since the facts, the parties and the nature of dispute in all the cases are identical, they are being disposed by a common Judgment and Award.

Case of the Workmen in these cases is mainly that they were appointed by M/s Bakshi Security Agency, which was the outsourcing

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agency and were placed to work as guards on the sites of the State Bank of India. Their services were terminated by the Outsourcing Agency on 31.10.2016 without notice or compensation though they had worked continuously for more than 240 days in every year including year preceding the date of their termination which is in violation of Section 25F and 25G of the Act and is unfair labour practice on the part of the Outsourcing Agency. They were not paid overtime wages and bonus which they are entitled to. They raised a dispute in this respect which could not be conciliated. Hence, the reference was made by the Appropriate Government to this Tribunal. These workmen have prayed that their termination by the Outsourcing Agency be held against law and they be held entitled to be reinstated with back wages and benefits as well be held entitled to the bonus and overtime wages. which have worked.

In its written statement of defense, the Bank has taken a case that, the Outsourcing Agency M/s Bakshi Securities Limited was allotted work for providing care taker services at the various ATM's centers of the Bank in the State of M.P. and Chhattisgarh for the period 01.01.2013 to 31.12.2014 which was extended from time to time up to October, 2018. These workmen were engaged by the Outsourcing Agency and worked under their control and supervision. There has never been any relation of employer and employee between the Bank and the Workmen. The Contract of the Outsourcing Agency M/s Bakshi Security expired and a fresh tender was flouted. Bakshi Security preferred a Writ Petition No. 14173/2017 before Hon'ble High Court of MP which was decided after hearing with a direction that till the new Outsourcing Agency was engaged M/s Bakshi Security will continue to work. It is further the case of the Bank that they have paid to the Outsourcing Agency, the wages fixed by Government to be paid by them to the Workmen and they did not have any part in the

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disengagement of the Workmen. Also it is the case of the Bank that, the Contract was allotted to other company after October 2018.

The Outsourcing Agency M/s Bakshi Security has taken a case that they were allotted work of providing care taker services to the various ATM centers of the Bank in the State of M.P. and Chhattisgarh for the period 01.01.2013 to 31.12.2014 extended from time to time up to October, 2018. They are a licensed contractor having valid license issued to them by the Licensing Authority under Contract Labour (R&A) Regularization 1970, the Workmen have been engaged on contract basis by the Outsourcing Agency, the Bank is the Principal employer and the Outsourcing Agency is the contractor. The Bank floated a fresh tender in 2018. The Outsourcing Agency preferred a Writ Petition NO. 14173/2017 before the Hon'ble High Court which was allowed after hearing vide order dated 24.10.2017 directing the Bank to issue a fresh RFP and in vide fresh bid mentioning reserve parties in the RFP and Award contract accordingly. The Outsourcing Agency M/s Bakshi Security was permitted to continue services during the intervening period on same wages as was being paid under the agreement. Thus under this order of Hon'ble High Court they continue to provide care taker service to the Bank till October, 2018. Thereafter, the Contract was awarded to other agency. It is further the case of the Outsourcing Agency that minimum wages were paid by them to the Workmen and a claim in this respect which was registered as Case No. MVA 13/2019 was dismissed vide order dated 25.02.2019. Also that, the Workmen have not come before this Tribunal with clean hands. They have not filed any document to show that they worked continuously with Outsourcing Agency as claimed by them and since they were employees on contract basis they are not entitled to any notice pay or compensation. Further that, they have not said that they have not working or in gainful employment after alleged termination of

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their services. The Outsourcing Agency has also prayed that, the reference be answered against the workmen.

In evidence, the Workmen have been filed their affidavits as their examination in chief. They have been cross-examined by the Bank and the Outsourcing Agency.

The Bank has filed agreement between them and the Outsourcing Agency M/s. Bakshi Securities signed on 04.06.2013 and order of Hon'ble High Court in W.P. No. 14173/2017. Copy of the tender dated 26.12.2012 has also been filed. All these documents have been admitted by the Workmen side.

Following issues arises for determination on perusal of records in the light of rival arguments.

1. *Whether, the Workmen in these cases has successfully proved their continuous engagement with M/s Bakshi Securities?*
2. *Whether, the disengagement of the Workmen is in violation of Section 25F and 25G of the Act?*
3. *Subject to findings on Issue No. 1 and 2, whether the Workmen are entitled to any relief?*

Issue NO. 1—

Before entering into any discussion, Section 25F and 25G of the Act is being reproduced has follows —

Section 25F and 25G is being reproduced as follows —

25F. Conditions precedent to retrenchment of workmen.—

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

25G. Procedure for retrenchment.—

Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

Respective pleadings of the parties on this issue have been detailed earlier. In their affidavits filed in these cases of the workmen, they have corroborated their case and have stated that they were appointed by M/s Bakshi Security to work on the ATM's of the Bank. They worked in three shifts and were paid wages. They worked continuously for more than 240 days in every year. Their work was supervised by the Bank Officers, who used to deploy them on different ATM's. M/s Bakshi Security had issued Identity Cards to them and paid their wages. There is nothing in their cross-examination to discredit them. Narendra Kumar Mittal, who appeared as a witness from the Bank, has stated on this issue that M/s Bakshi Security were allotted work for providing care taker services at the various ATM Centers of the Bank from 01.01.2013 to 31.12.2014 which was extended from time to time up to October, 2018. They appointed these workmen and deputed them on different ATM's. Their contract expired in October, 2018 and a fresh contract was Awarded to another company. This witness further stated that the work of the care taker was to guide and help the customers who visited the ATMs, to inform the Bank Official, in case there was any discretionary problem in the operation of the ATMs. They worked in shifts. The payment was done by the Bank in the account of M/s Bakshi Securities.

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The head of the operation of M/s Bakshi Securities Shadol Singh Marva has stated in his affidavit as his examination in chief that they were allotted work of supply of man power as care taker on the different ATM's of the Bank in MP and Chhattisgarh for a period of two year from 01.01.2013 to 31.12.2014 which was extended up to 01.11.2018. Thereafter, the contract was Awarded to other company.

He has stated that these workmen did not work for a period of 240 days in any year. In his cross-examination, he stated that, these workmen were appointed by M/s Bakshi Securities. Their job was to look after the ATM's and inform the Bank about cash, non-functioning of AC or power supply. Their attendance was maintained in the Attendance Register. Their wages were paid on the basis of days they worked.

The Outsourcing agreement is on record. M/s Bakshi Security admits that these workmen were engaged by them in cross-examination of its witness. They also that that payments were made to the Workmen on the basis of days they worked. Naturally, Registers with respect to the attendance of the Workmen and payment have been available with the Agency i.e. Bakshi Security. When the engagement of the workmen is established and the dispute is only with respect to number of days worked, keeping in view the fact that documents in this respect could not be available with the workmen, rather they are available with M/s Bakshi Security in form of Attendance Registers and payment details, it was incumbent on them to produce such registers in these circumstances. **Hence, in the light of above discussion, holding the version of Workmen more reliable and authentic, they are held to have successfully proved their continuous appointment under Section 25B of the Act with their employer M/s Bakshi Security.**

Issue No. 1 is answered accordingly.

Issue No. 2 –

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Section 25F and 25G is being reproduced as follows –

25F. Conditions precedent to retrenchment of workmen.—*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*

- (d) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (e) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*
- (f) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.*

25G. Procedure for retrenchment.—

Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

Undisputedly, no notice pay or compensation as per Section 25G of the Act has been given to these workmen, hence their termination is held in violation of Section 25F and 25G of the Act.

Issue No. 2 is answered accordingly.

Issue No. 3 –

Keeping in view the fact that the engagement of the Workmen contingent to the availability of the contract they are held entitled to a lump sum compensation in lieu of all their claims including the cost of litigation computed at **Rs. 1,00,000/- (Rupees One Lacs)** from M/s Bakshi Security payable to them within 60 days from the date of the

Judgment/Award, failing which interest @6% per annum from the date of the Judgment till payment.

Issue No. 3 is answered accordingly.

In the light of above discussion and findings, the references are answered as follows.

AWARD

The termination of the Services of the Workmen in Case R/29/2020 to R/39/2020, R/81/2020 and R/01/2020 is held in violation of Section 25F and 25G of the Industrial dispute Act, 1947. The Workmen in these cases are held entitled to a lump sum compensation in lieu of all their claims including the cost of litigation computed at Rs. 1,00,000/- (Rupees One Lacs) from M/s Bakshi Security payable to them within 60 days from the date of the Judgment/Award, failing which interest @6% per annum from the date of the Judgment till payment.

DATE:- 03.02.2026



(P.K.SRIVASTAVA)
PRESIDING OFFICER

R/29/2020 to R/39/2020

With R/81/2020 & R/01/2020