

Central Administrative Tribunal, Principal Bench

Original Application No.1571 of 1999

New Delhi, this the 15th day of September, 2000

Hon'ble Mr. Kuldip Singh, Member (J)

15

1. Shri Neer Pal Singh S/o Sh. Bhopal Singh
working as Security Guard (Watchman)
2. Shri Inder Raj
working as Security Guard (watchman)
3. Shri Mahipal Singh S/o Shri Budha Singh
working as Security Guard (watchman)
4. Shri Mom Chand S/o Shri Maid Singh
working as Security Guard (watchman)
5. Shri Santosh Kumar Mishra
S/o Shri Chuni Lal Misra
working as Security Officer (Head
watchman). - Applicants

(By Advocate: Shri O.P. Khokha)

Versus

1. Union of India through
the Secretary,
Ministry of Communication,
Department of Telecommunications,
Sanchar Bhavan,
Ashoka Road,
New Delhi-110 001.
2. Director, Network Operation Control,
Centre, 214, Eastern Court, Janpath,
New Delhi.
3. Divisional Engineer (Maintenance)
Satellite Communication,
Remote Area Business Message Network,
Secunderabad, District Bulandshahr
(U.P.) 203205 - Respondents

(By Advocate: Sh. D.S. Mahendru)

O R D E R

By Hon'ble Mr. Kuldip Singh, Member (J)

By this OA the applicants who are five in number, are seeking the following reliefs:-

(i) To declare that the applicants are entitled to grant of Temporary Status and subsequently

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16

regularisation in terms of the Scheme and wages of regularly and permanently employed employees and to direct payment of arrears of pay and allowances to the applicants and grant all benefits flowing from the regularisation with retrospective effect.

(ii) Pending adjudication of the present OA by this Hon'ble Tribunal, the Tribunal may be pleased to direct the respondents to continue to provide work to them and to pay them the wages drawn by regular employees.

(iii) To grant the applicants any other relief as this Hon'ble Tribunal may deem just fit and proper in the interest of justice.

(iv) To allow to the applicants the cost of this suit."

2. Facts in brief are that the President of India, through the General Manager Telecom District Ghaziabad, and M/s Tomar Detective Security (P) Ltd. 56-A IInd Floor, Palika Bazar, G.T. Road, Ghaziabad (hereinafter called Contractor) had entered into a contract whereby Contractor had agreed to provide security (Watch & Ward) services for vital Telecom Installations and other important establishments in Ghaziabad Telecom District initially for a period of one year. The applicants claim that they had been deployed through the said Contractor and had been placed at the disposal of the respondents and had been

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assigned the job of Security Guards (applicant Nos. 1 to 4) and applicant No.5 as Security Officer, i.e., Head Watchman under the administration control of Remote Area Business Message Network, Secunderabad District Buland Shahr (UP). All of them claimed to have worked with the respondents for more 240 days during the last 3-4 years. They also claim that these deployment of Security Guards/Security Officers job which they were performing was of a perennial nature which falls in the ambit of Section 10 of The Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter referred to as Act) and the said section prohibits the employment of contract labour by the Government. So they should be treated as if they had been employed by the respondents, i.e., General Manager, Telecom. Hence they are entitled to be regularised and to be given the reliefs claimed by them.

3. The respondents are contesting the O.A. and they submitted that the applicants are employees of M/s Tomar Detective Agency, Ghaziabad (U.P). and the said Contractor had entered into a contract with the General Manager, Telecom, Ghaziabad to provide security services for vital telecom installation and other important establishment of the Department.

4. It is denied that the applicants are entitled to temporary status and subsequent regularisation due to their continuous working under the respondents. It is also stated by the respondents that the specific job which the applicants have been

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17

performing was assigned to them by Ms/ Tomar Detective Agency and the services of the licensed contracting agency are undertaken for the security of the vital installation under the (Watch and Ward) services and security of building was not assigned to them. So it is prayed that the OA has no merits and the same is liable to be dismissed.

5. We have heard the learned counsel for the parties and have gone through the records of the case.

6. As regards the provisions of Section 10 of the Act which enshrines prohibition of employment of contract labour is concerned, there is no dispute about the same by the parties. The counsel for the applicant has also placed on record a Notification issued under Section 10 of the Contract Labour (Regulation and /abolition) Act, 1970 which is reproduced hereinbelow:-

"S.O. 779(E) - In exercise of the powers conferred by sub-section (1) of Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1979) the Central Government after consultation with the Central Advisory Contract Labour Board, hereby prohibits employment of contract labour on and from 1st March, 1977 for sweeping, cleaning and dusting and watching of buildings owned or occupied by establishments in respect of which the appropriate Government under the said Act is the Central Government.

Provided that this notification shall not apply to the outside cleaning and other maintenance operations of multistorcyed buildings where such cleaning or maintenance operations cannot be carried out except with specialised experience". (emphasis supplied)

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7. From the above notification, it is clear that there is a prohibition to employ labour on contract for the purpose of sweeping, cleaning, dusting and watching of buildings owned or occupied by establishment in respect of which appropriate Govt. is Central Government.

8. But at the same time, proviso to the notification takes out certain jobs out of its purview e.g. cleaning outside the building and maintenance of multistorcyed buildings where it requires specialised experience.

9. Now coming to the contract in question whether it is hit by notification or not, I may mention that recitals to the contract show that the Contractor has been awarded a contract to provide security (Watch & Ward) services for vital telecom installations in the Ghaziabad Telecom District. Thus there is a marked difference between a job to be performed by a sweeper or a farash or a chowkidar, than that performed by the applicants, which is prohibited under Section 10 of the Act. By this contract it appears that a special type of services have been required by the respondents to provide security services for vital installations and it is not merely cleaning and dusting and watching of the buildings. So engaging labour for this specialised task of providing services for vital installation services is all together different than the services mentioned in the Notification issued under Section 10 of the Act. As such I am of the considered opinion

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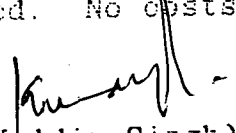
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that engaging of the services on contract basis for providing security (Watch and Ward) services for vital installations is not covered under the notification issued under Section 10 of the Act and the department is at liberty to deploy such like contractual labour even on contract basis as and when they need their services.

10. In view of the above, I do not find any merit in the OA and the same is dismissed. No costs.


(Kuldip Singh)
Member(J)

/Rakesh