

30/100

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH
GUWAHATI-05

(DESTRUCTION OF RECORD RULES, 1990)

INDEX

O.A/T.A No. 87/2002

R.A/C.P No. 53/2003

E.P/M.A No.

1. Orders Sheet. O.A- 87/2002 Pg. 1 to 3
C.P- 53/03 order Pg- 1 to
2. Judgment/Order dtd. 08/11/2002 Pg. 1 to 3 disposed
C.P- 53/03 21/11/2003 Pg- 1 to 2 Dismissal
3. Judgment & Order dtd. Received from H.C/Supreme Court
4. O.A. 87/2002 Pg. 1 to 36
5. E.P/M.P. Pg. to
6. R.A/C.P. 53/2003 Pg. 1 to 23
7. W.S. submitted by the respondents Pg. 1 to 5
8. Rejoinder. Pg. to
9. Reply. Pg. to
10. Any other Papers. Pg. to
11. Memo of Appearance.
12. Additional Affidavit.
13. Written Arguments.
14. Amendment Reply by Respondents.
15. Amendment Reply filed by the Applicant.
16. Counter Reply.

SECTION OFFICER (Judl.)

FORM NO. 4
(See Rule 42)
CENTRAL ADMINISTRATIVE TRIBUNAL : GUWAHATI BENCH.
GUWAHATI.

ORDER SHEET

Original No. 87/2002
Misc. Petition No. /
Contempt Petition No. /
Review Application No. /

Applicant(s) Shri Bhabish Saikia

Respondent(s) U.O. 2 onr.

Advocate for Applicant(s) Md. I. Hussain
Mrs S. Seal.

Advocate for Respondent(s) Case.

Notes of the Registry	Date	ORDER OF THE TRIBUNAL
	19.3.02	Heard Md. I. Hussain, learned counsel for the applicant.
		The application is admitted. Call for the records.
		List on 23.4.2002 for order. Status quo as on today shall be maintained as regards the service of the applicant.
<p>This application in form C.F. No. 50/- disposed vide 100/76/547908 Dated 2.7.03...2002</p> <p><i>[Signature]</i> Dy. Registrar 14/3/02</p> <p>Slips taken</p> <p>Notice prepared and sent to the respondents No. 1 WS by Regd A/D.</p> <p>DINo 1099/103 Dtd 9/4/02</p>	mb 23.4.2002	<p><i>[Signature]</i> Vice-Chairman</p> <p>Mr. A. Deb Roy, learned Sr.C.G.S.C. for the respondents prays for four weeks for filing of written statement.</p> <p>List the case accordingly on 21.5.2002 for written statement.</p> <p><i>[Signature]</i> Vice-Chairman</p>
	bb	

(2)

21.5.02

List on 11.6.2002 to enable the Respondents to file written statement.

No written statement has been filed.

K. U. Sharma
Member


Vice-Chairman

mb

11.6.02

List on 29.7.2002 to enable the respondents to file written statement.

No written statement has been filed.

K. U. Sharma
Member


Vice-Chairman

mb

29.7.02

Written statement is yet to be filed. List again on 26.8.2002 for order for filing of written statement.

No written statement has been filed.

K. U. Sharma
Member


Vice-Chairman

bb

23.8.02

W.S. Submitted by the Respondents.

26.8.02

Written statement has been filed. The case may now be listed for hearing on 16.9.2002. The applicant may file rejoinder, if any, within two weeks from today.

K. U. Sharma
Member


Vice-Chairman

mb

16.9.2002

On the prayer made by the learned counsel for the applicant the case is adjourned and the matter may be listed before the Single Bench, since it is a Single Bench matter.

List the case on 8.11.2002 for hearing.

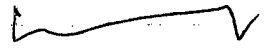

Vice-Chairman

bb

8.11.02

Judgment delivered in open

Court. Kept in separate sheets. Application is disposed of. No costs.


Vice-Chairman

lm

13.11.2002

Copy of the judgment
has been sent to the
Office for issuing the
order to the applicant
as well as to the
Dr. C.G.I.C.

H.S.

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

O.A. //H.A. No....87. of. 2002. of

DATE OF DECISION.....8.11.2002.....

Sri Bhabesh Saikia

APPLICANT(S)

Mr.I.Hussain, Mrs. S.Seal

ADVOCATE FOR THE APPLICANT(S)

-VERSUS-

Union of India & Ors.

RESPONDENT(S)

Mr.A. Deb Roy, Sr.C.G.S.C.

ADVOCATE FOR THE
RESPONDENT(S)

THE HON'BLE MR.JUSTICE D.N.CHOUDHURY, VICE-CHAIRMAN

THE HON'BLE

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporter or not ?
3. Whether their Lordships wish to see the fair copy of the judgment ?
4. Whether the judgment is to be circulated to the other Benches ..

Judgment delivered by Hon'ble VI CE-CHAIRMAN

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

Original Application No. 87 of 2002

Date of Order: This the 8th Day of November 2002.

HON'BLE MR. JUSTICE D.N. CHOUDHURY, VICE-CHAIRMAN

1. Sri Bhabesh Saikia,
Son of Suren Saikia,
Resident of Oakland,
(P&T colony)
P.O. Oakland, Shillong.

Presently working as Belder/Whealman,
through Contract Labour under Postal Civil Division,
Shillong, Meghalaya, Applicant:

By Advocate Mr. I-Hussain, Mrs. S. Seal.

-Vs-

1. The Union of India,
represented by the Secretary to the Govt. of India,
Ministry of communication, Department of Posts,
New Delhi-110001.
2. The Chief Post Master, General, N.E. Circle,
Shillong-793001.
3. The Superintendent Engineer,
Postal Civil Circle,
Yogayog Bhaban,
Kolkata-700012.
4. The Executive Engineer,
Postal Civil Division,
Shillong-793001.
5. The Assistant Engineer, Postal Civil Sub Division,
Shillong, Meghalaya. Respondents.

By Advocate Mr. A Deb Roy, Sr.C.G.S.C.

O R D E R.

D.N. CHOUDHURY, V.C. (J):

By this application the applicant has sought for direction from the Respondents for absorbing him in suitable post under the Respondents. The applicant claimed to have worked under the Respondents as on daily wage

contd/-

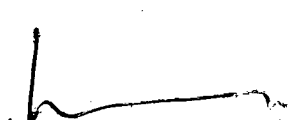
basis with effect from 16th April, 2001. The applicant was engaged through contract labour. The applicant claimed for his regular absorption or for conferment of temporary status under the Respondents. On the strength of the required service rendered for the department. The Respondents in its written statement contested the claim of the applicant and also stated that since the applicant was working as Contract labour, the applicant is/was not entitled for conferment of temporary status.

2. We have heard Mr. I. Hussain learned counsel appearing on behalf of the applicant and Mr. A. Deb Roy, Sr. C.G.S.C. for the Respondents at length. From the materials on records it is difficult for the Tribunal to issue directions on the respondents to grant temporary status to the applicant. The applicant is/was not engaged by the Government department even as Casual Mazdoor, the applicant was engaged as contract labour. For the fitness of things however, I am of the view that the authority need to consider the case of the applicant sympathetically, taking into consideration the services so far rendered against any future vacancy. Mr. A. Deb Roy, Sr. C.G.S.C. also stated that the matter may be left to the department to consider the case of the applicant, in the circumstances for engagement under the department directly against any future vacancy in accordance with the Establishment. In the facts and circumstances of the case I am of the opinion that ends of justice will be met if a direction is issued on the applicant to submit a representation before the authority narrating all the facts and if such^a representation is preferred, the authority should consider the same sympathetically against any

contd/-

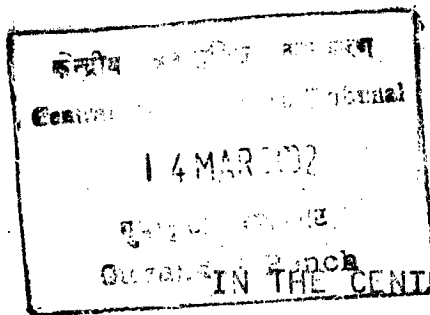
future vacancy as per the norms, keeping in the services
services rendered by the applicant.

3. Subject to the observations made above the
application is disposed of. There shall however, no order
as to costs.


(D.N. CHOUDHURY)
VICE-CHAIRMAN

LM

19/3/02



9

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH GUWAHATI

(An application under Section 19 of the Central Administrative Tribunal Act, 1985)

ORIGINAL APPLICATION NO. # 87/2002.

Sri Bhabesh Saikia

... Applicant.

-Vs.-

The Union of India & Brs.

... Respondents.

I N D E X

<u>S1. No.</u>	<u>Particulars</u>	<u>Page No.</u>
1.	Application with Verification	1 to 10
2.	<u>Annexure No. 1</u> ; Copy of the School Certificate of the applicant.	11
3.	<u>Annexure No. 2</u> : Copy of 1st forwarding letter dtd. 04.5.2001 along with Duty chart/bill for the month of April, 2001.	12 - 13
5.	<u>Annexure No. 3</u> : Copy of the latest forwarding ltr. dated 01.2.2002 along with the Duty chart/bill for the month of Jan.2002.	14 - 18
6.	<u>Annexure No. 4</u> : Copy of the Notification dated 10.9.97 issued by the Ministry of Communication	19 - 21
7.	<u>Annexure No. 5</u> : Copy of order dtd. 24.11.2000 issued by the Respondent No.4 granting temporary status to A.H. Barbhuiya.	22
6.	<u>Annexure No. 6</u> : Copy of the Judgment of 1999(3) SCC.	23 - 36
7.	Notice.	

Filed by -

Filed by the
Applicant -
Sri B. Saikia
through
Soheli Gosh
Advocate

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

GUWAHATI BENCH :: GUWAHATI

(An application Under Section 19 of the Central
Administrative Tribunal Act, 1985)

ORIGINAL APPLICATION NO. 87/2002.

Sri Bhabesh Saikia

.... Applicant.

-Vs.-

The Union of India & Others.

..... Respondents.

PARTICULARS OF THE
APPLICANT.

: Sri Bhabesh Saikia,
Son of Suren Saikia,
Resident of Oakland,
(P & T Colony)
P.O. Oakland, Shillong.

Presently working as
Belder/Wheelman, through
Contract Labour under
Postal Civil Division,
Shillong, Meghalaya.

.....2.

: 2 :

**PARTICULARS OF THE
RESPONDENTS :**

1. The Union of India,
represented by the
Secretary to the Govt.
of India, Ministry of
Communication,
Department of Posts,
New Delhi - 110 001.
2. The Chief Post Master,
General, N.E. Circle,
Shillong - 793 001.
3. The Superintending Engineer,
Postal Civil Circle,
Yogayog Bhaban,
Kolkata - 700 012.
4. The Executive Engineer,
Postal Civil Division,
Shillong - 793 001.
5. The Assistant Engineer,
Postal Civil Sub Division,
Shillong, Meghalaya.

....Respondents.

I. PARTICULARS FOR WHICH THIS APPLICATION IS MADE :

This application is made with a prayer
for a direction to the Respondents for granting
temporary status to the applicant who has been

...3,

serving as Beldar/Wheelman through contract labour under Postal Civil Division, Shillong since 16.4.2001 and regularisation thereafter in any Grade-IV post under them.

2. JURISDICTION OF THE TRIBUNAL :

The applicant declares that the application is within the jurisdiction of this Hon'ble Tribunal.

3. L I M I T A T I O N :

The applicant declares that the application is filed before this Hon'ble Tribunal within time limit prescribed under Section 21 of the Administrative Tribunal Act, 1985.

4. FACTS OF THE CASE :

4.1) That the applicant is a Citizen of India and is presently serving as Beldar/wheelman through contract labour under the Respondent No.4 and 5 since 16.4.2001 continuously till date.

4.2) That the applicant read upto Class IX but could not prosecute his study due to financial problems. He left the School in 1994, and he was initially engaged as Beldar/Wheelman through Contract Labour under Respondent No.4 ^{wef 16.4.01} as daily wage basis of Rs. ~~122000~~ 122/- per day and he is continuing as such till date. The Respondent No. 5 maintaining the attendance register on

monthly basis and there after sends the wages bills in the following months to the respondents No. 4 necessary payment from his end. The applicant is annexing herewith only the first forwarding letter dated 4.5.2001 along with the duty chart/bills showing the number of days work and amount to be paid to the applicant as well as the latest forwarding letter dated 10.2.2002 along with the Chart/bills for the month of January, 2002 for sake of brevity and craves the leave of this Hon'ble Tribunal to produce the letter/bills for the intervening period if so directed.

The copy of the School Certificate issued by Headmaste of Gorkha Higher Secondary School Shillong is annexed herewith as Annexure No. 1.

The copy of the first forwarding letter dated 04.5.2001 along with the Duty chart/bills for the month of April, 2001 is annexed herewith and is marked as Annexure No.2.

The copy of the latest forwarding letter dated 1.2.2002 alongwith the duty chart/bills for the month of January, 2002 is annexed herewith and is marked as Annexure No.3.

4.3. That the applicant in the meantime has gained experience and has become eligible for appointment as temporary/regular employee under the Respondents. Furthermore, the applicant has come to learn that, there is requirement of a Belder/Wheelman under the Respondent No.4 and 5 and two Nos of vacancies also exists under them. As such he had been approaching them with prayer for granting temporary status to him against ~~him~~ the said post considering his experience in the line. However, no action has been taken to consider the case of the applicant although he is continuing till date.

4.4. That the applicant states that the Govt. of India, Ministry of communications, Department of post issued a Notification dated 8 10.9.97 regarding guidelines to be followed for direct recruitment to the cadre of Peon for postal Civil Wing. Among other criterias it mentioned in the notification that preference shall be given to casual Mazdoors with temporary status serving in the department.

The copy of the notification dated 10.9.97 issued by the Ministry of Communication is annexed herewith as Annexure No. 4.

4.5. That the applicant states that, one Sri Abdul Hanamn Barbhuiya who also a casual employee under the Respondents like the applicant has been

given...

15

: 6 :

given temporary status. The applicant also deserves similar treatment from the respondents which has been denied to him.

The copy of order dated
24.11.2000 issued by the Respondent
No. 4 granting temporary status to
Abdul Hanman Barbhuiya is annexed
herewith and marked as Annexure
No. 5.

5. GROUND'S FOR RELIEF WITH LEGAL PROVISIONS :

- i) For that the applicant has got the requisite qualification and gained experience due to his service as Casual employee under the respondents and as such he deserves consideration for granting temporary status to him and thereafter regularisation of his service.
- ii) For that, there are two vacancies of Grade-IV staff under the Respondent No. 4 and 5 and the applicant could be accommodated in any of the two posts without creation of new post. Even if any selection process is held the applicant should be given preference because of his experience & educational qualification etc as per notification of the department.
- iii) For that, in a similar circumstances, many other casual employees have been granted temporary status

there....

: 7 :

there should be no reasons why the case of the applicant should not be considered for such appointment. The applicant also deserves similar treatment from the authorities and one of those cases ^{reported} is 1999(3) SCC Page 601 where the Hon'ble Supreme Court directed to regularise the contract labour.

The copy of the Judgment of 1999 (3) SCC is annexed herewith and marked as Annexure No. 6.

iv) For that, the respondents ought to have considered the prayer of the applicant for granting temporary status against the existing vacancies considering his qualification and experience.

v) For that, it is a fit case for a direction from this Hon'ble Tribunal to granting temporary status and thereafter regularisation of service as Grade-IV employee under the Respondent authorities.

7. DETAILS OF REMEDIES EXHAUSTED :

The applicant has approached the Respondent No. 4 and 5 from time to time with a prayer for redressal of his greivances and exhausted the remedies available to him.

7. Matters...

7. MATTERS NOT PENDING IN ANY OTHER COURT OR TRIBUNAL :

The applicant declares that he has not filed any application, writ petition or suit etc. regarding this matter in any Court or law or Tribunal and no case is pending before any court.

8. RELIEF SPUGHT FOR :-

In view of the facts and circumstances narraged above the appoicant prays for the following reliefs :-

- i) That the respondents may be directed to grant temporary status to the applicant against the existing vacancies of Grade-IV post of Belder/ Wheelman or in any other similar posts and thereafter regularised his service in due course considering his qualification, experience etc and give all service benefits as per rules and procedure.
- ii) That any other relief or reliefs entitled by the applicant and this Hon'ble Tribunal deems fit and proper.

9. Interim....

9. INTERIM RELIEF IF ANY PRAYED FOR :-

That the applicant prays that pending disposal of this application -

- i) The Respondents may be directed to grant temporary status against the existing Grade-IV posts that are lying vacant or in any other similar posts under them.
- ii) The applicant may not be ousted from service and be allowed to continue in the post of Belder/Wheel man till he is given temporary status in the interest of justice.

10. DETAILS OF POSTAL ORDER :

Postal Order No.	: IPO No. 76547908 Rs.50/-
Date of Issue	: dtd. 7.3.2002.
XXXX of XXXX Issued from	: G.P.O. , Guwahati.
Payable at	: Guwahati.

11. LIST OF ENCLOSURES :

As per Index.

Verification....

19

: 10 :

VERIFICATION

I, Sri Bhabesh Saikia, Son of Suren Saikia, resident of Oakland, Shillong P & T Colony, P.O. Oakland, Shillong, do hereby verify that the contents made in paragraphs 1,2,3,4, 5,6, 7, 10 and 11 are true to my personal knowledge and paragraph 5, 8 and 9 are believed to be true as legal advice and I have not suppressed any material facts.

DATE : 20-2-2002

PLACE : Guwahati.

Sri Bhabesh Saikia
Signature of the Applicant.



Annex No 1

Gorkha H. E. School

Mawkhasiang (Mawdieng dieng)

Shillong - 793012

Issue: No. 1475

LEAVING CERTIFICATE

Date: 28/2/2002

2002

No. 27/2/2002

Certified that BHABESH SAIKIA

Son/daughter of Shri/Shrimati SUREN SAIKIA

a resident of Oakland, Shillong

Dist East Khasi Hills State Meghalaya

was reading in this school in class IX (Nine) His/Her

date of birth according to the school's admission register is 28-01-1977

He/She has/has not passed the examination

for promotion to class X (Ten) and left the School on

31-12-1977

All sums due by him/her has been paid upto Feb 20

CONDUCT Good

ATTENDANCE Regular

Reason for leaving school: - (i)

- (i) Completion of school course
- (ii) Unavoidable circumstances
- (iii) Minor reasons
- (iv) Ill Health

Dated Shillong

the 27/02/2002

COUNTERSIGNED

28/2/2002
(N. Rymbai)

Inspector of Schools
East Khasi Hills District
Shillong, Meghalaya

Sacchi
HEADMASTER

Gorkha H. E. School
Mawkhasiang (Mawdieng dieng)
Shillong - 793012
Headmaster

Gorkha H. E. School,
Mawkhasiang, Shillong - 12.

Compared
C. L. Iron
04/03/02

Attested by:-

Rul
04/3/02
Assistant Engineer

Postal Civil Sub-Division
R. N. Compd. Shillong - 793001

Attested
Seal
Advocate

12.

Ann. no. 2

CLASS IV 5671-12

Department of Posts::India
O/o The Asstt. Engineer, Postal Civil Sub-Division::
Shillong.

NO:-SHSD-1/IV/Staff/SH/ 5777 Dated: 04/05/2001.

To,

The Executive Engineer,
Postal Civil Division,
Shillong.

Sub:- Duty chart of Contract Labourer.

Enclosed please find herewith the duty chart of Sri. Bhabesh Saikia (Belder/Wheelman) engaged through Contract Labour under Postal Civil Division, Shillong for the month of April 2001 for further necessary action at your end please.

Enclo :- As ~~enclosed~~ stated above.

File 103/5/2001
Assistant Engineer(c),
Postal Civil Sub Division,
Shillong.

....

Affected
S. K. K.
Advocate

- 13 -

Contd. Ar. No. 22

DUTY CHART OF SHRI BHABESH SAIKLA (BELDAR/WHEELMAN)
ENGAGED THROUGH CONTRACT LABOUR UNDER POSTAL CIVIL SUB-
DIVISION, SHILLONG FOR THE MONTH OF April, 2001

Reference :- Executive Engineer, Postal Civil Division, Shillong's Order No. 16 (S) 55 /

Supers / 76 dt. 16.4.01

DATE	PRESENT (Denoted as "P")	ABSENT (Denoted as "A")	REMARKS
01-04-2001		A	
02-04-2001		A	
03-04-2001		A	
04-04-2001		A	
05-04-2001		A	
06-04-2001		A	
07-04-2001		A	
08-04-2001		A	
09-04-2001		A	
10-04-2001		A	
11-04-2001		A	
12-04-2001		A	
13-04-2001		A	
14-04-2001		A	
15-04-2001		A	
16-04-2001	P		Engaged on duty with effect from 16-04-2001
17-04-2001	P		
18-04-2001	P		
19-04-2001	P		
20-04-2001	P		
21-04-2001	P		
22-04-2001	P		
23-04-2001	P		
24-04-2001	P		
25-04-2001	P		
26-04-2001	P		
27-04-2001	P		
28-04-2001	P		
29-04-2001	P		
30-04-2001	P		

TOTAL NOS. OF DAYS WORKED = 15 days

@ Rs. 22.00 / day

Rs. 1830.00

[Signature]
03-05-2001
Junior Engineer
Postal Civil Sub-Division, Shillong

[Signature]
03/5/2001
Assistant Engineer
Postal Civil Sub-Division, Shillong

Attested
S. Seal
Advocate

14 Ann. no. 3

DEPARTMENT OF POSTS::INDIA
O/O THE ASSTT. ENGINEER::POSTAL CIVIL SUB DIVISION::
SHILLONG

NO: PCSD-SH/54/IV/Staff/921

Dated: 01/02/2002

To,

The Executive Engineer,
Postal Civil Division,
Shillong.

Sub:- Bills for Supplying Labour for working as
Belder/Wheelman under Postal Civil Division,
Shillong.

Enclosed please find herewith ^{4 (four)} ~~2 (three)~~ nos.
bills received from Sri Boson Chetri, Contractor as
stated above, for further necessary action at your end
please.

Enclo:- As stated above.

[Signature]
01-02-2002
For Assistant Engineer
Postal Civil Sub Division
Shillong.

Attested
S. Saal
Advocate

BILL FOR SUPPLYING LABOUR FOR WORKING AS BELDAR/WHEELMAN
ENGAGED THROUGH CONTRACT LABOUR UNDER POSTAL CIVIL
DIVISION, SHILLONG FOR THE MONTH OF Jan, 2002

Reference :- Executive Engineer, Postal civil Division, Shillong's Order No:-16(8)88/SHPCD/ 840
Dated 27.10.01

Name of labour engaged :- Shri Bhabesh Saikia

To,
The Executive Engineer, P.O. (General) Shillong
Postal Civil Division, Shillong
Through :- The Assistant Engineer, Postal Civil Sub-Division, Shillong

Sir,
With reference to your above cited order, I am submitting my bill for the above month for necessary pass and payment as follows -

DATE	PRESENT (Denoted as "P")	ABSENT (Denoted as "A")	REMARKS
01-01-2002	P		
02-01-2002	P		
03-01-2002	P		
04-01-2002	P		
05-01-2002	P		
06-01-2002	P		
07-01-2002	P		
08-01-2002	P		
09-01-2002	P		
10-01-2002	P		
11-01-2002	P		
12-01-2002	P		
13-01-2002	P		
14-01-2002			
15-01-2002			
16-01-2002			
17-01-2002			
18-01-2002			
19-01-2002			
20-01-2002			
21-01-2002			
22-01-2002			
23-01-2002			
24-01-2002			
25-01-2002			
26-01-2002			
27-01-2002			
28-01-2002			
29-01-2002			
30-01-2002			
31-01-2002			

Attested
S. Sed
Advocate

P.T.O.

- 16 -

BILLS FOR SUPPLYING LABOUR FOR WORKING AS BEIDAR WHEELED IN
ENGAGED THROUGH CONTRACT LABOUR UNDER POSTAL CIVIL
DIVISION FOR THE MONTH OF 2002

Reference : Executive Engineer, Postal Civil Division, Shillong. Order No: 16(8)88/SH/CD/3
Dated
Name of labour engaged : Shri Hishori Zolun

The Executive Engineer, Shillong
Postal Civil Division
TOTAL NOS. OF DAYS WORKED = 13 days
@ Rs. 123.00 per day (Rs. 123.00 per day)

For necessary pass and payment as follows
With necessary pass and payment as follows

DATE	PRESNT (Dotted as P)	ABSENT (Dotted as A)	REMARKS
01-01-2002	P		Junior Engineer
02-01-2002	P		Postal Civil Sub-Division
Forwarded to Division Office for necessary scrutiny, pass and payment.			
03-01-2002			
04-01-2002	P		
05-01-2002	P		
06-01-2002	P		Assistant Engineer
07-01-2002	P		Postal Civil Sub-Division
08-01-2002	P		Shillong
09-01-2002	P		
10-01-2002	P		
11-01-2002	P		
12-01-2002	P		
13-01-2002	P		
14-01-2002	P		
15-01-2002	P		
16-01-2002	P		
17-01-2002	P		
18-01-2002	P		
19-01-2002	P		
20-01-2002	P		
21-01-2002	P		
22-01-2002	P		
23-01-2002	P		
24-01-2002	P		
25-01-2002	P		
26-01-2002	P		
27-01-2002	P		
28-01-2002	P		
29-01-2002	P		
30-01-2002	P		

Attested
S. Sed
Advocate

-17-

20 ✓

BILL FOR SUPPLYING LABOUR FOR WORKING AS BELDAR/WHEELMAN
ENGAGED THROUGH CONTRACT LABOUR UNDER POSTAL CIVIL
DIVISION, SHILLONG FOR THE MONTH OF Jan, 2002

Reference :- Executive Engineer, Postal civil Division, Shillong's Work Order No:-37(37)
PCD/SH/2001-02/1189 Dated 17-01-02.

Name of labour engaged :- Shri Bhabesh Saikia

To,

The Executive Engineer
Postal Civil Division, Shillong

Through :- The Assistant Engineer, Postal Civil Sub-Division, Shillong

Sir,

With reference to your above cited order, I am submitting my bill for the above month for necessary pass and payment as follows -

DATE	PRESENT / ABSENT (Denoted as "P") (Denoted as "A")	REMARKS
01-2002		
02-2002		
03-2002		
04-2002		
05-2002		
06-2002		
07-2002		
08-2002		
09-2002		Sri Bhabesh Saikia
10-2002		was sick from 14-01-2002
11-2002		to 19-01-2002 as indicated
12-2002		by the contractor.
13-2002		
14-2002		
15-2002		
16-2002		
17-2002		
18-2002		
19-2002		
20-01-2002	P	
21-01-2002	P	
22-01-2002	P	
23-01-2002	P	
24-01-2002	P	
25-01-2002	P	
26-01-2002	P	
27-01-2002	P	
28-01-2002	P	
29-01-2002	P	
30-01-2002	P	
31-01-2002	P	

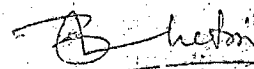
Attested
S. Saikia
Assistant

18
2

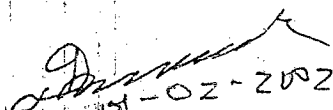
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200

TOTAL NOS. OF DAYS WORKED = 12 days

@ Rs.123.00 / day = Rs. 1476/-

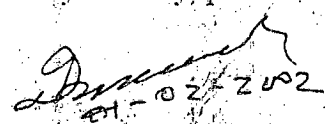


(Shri Boson Chetri)
Contractor


01-02-2002

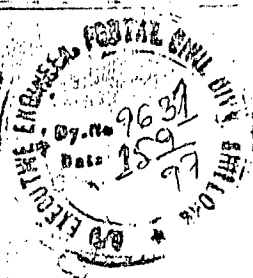
Junior Engineer
Postal Civil Sub-Division,

Forwarded to Division Office for necessary scrutiny, pass and payment.


01-02-2002

For Assistant Engineer
Postal Civil Sub-Division
Shillong

Attd
S. Seal
Advocate



- 19 -

28
Anx. No. 4

No.3-5/96-CWP
GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF POST

Dated: 16/9/97

To:

All Superintending Engineers (Coordination),

Subject:- Direct Recruitment to the Cadre of Peons for Postal Civil Wing.

In partial modification of this office Memorandum and letter of even number dated 13.9.96 and 17.9.96 respectively, it has now been decided with the approval of the competent authority that all Superintending Engineers (Civil) Coordination, of the Postal Civil Wing will recruit Peons through direct recruitment.

2. The following guidelines in addition to the condition as laid down in Recruitment Rules may be taken into consideration for the above purpose:-

(i) Requisition already sent to Chief Postmasters General/Staff Selection Commission may be withdrawn in writing before calling the candidates for direct recruitment.

(ii) The recruitment will be limited to 50% of the total sanctioned posts Less the posts already filled in by optees (for example, if total sanctioned posts are 10 and 3 posts are already filled in, recruitment will be made only to 2 posts).

(iii) (a) For appointment as Peon, preference shall be given to Casual Mazdoors with temporary status and in the event of such selection, the post shall be deemed to have been filled up by direct recruitment.

(iii) (b) Where no suitable Casual Labourers with temporary Status are available recruitment will be made through employment Exchange.

(iv) Candidates from Employment Exchange are to be called 5 times the number of vacancies.

(v) The letter for calling candidates from Employment Exchange will be sent by Regd. Post with A.D. and Employment Exchange would also be requested to send the reply by Regd. Post only).

Contd. P-2/-

Attested
S. Seal
Advocate

(vi) A target date of one month from the date of issue of the letter is to be fixed by which the panel from the employment exchange will have to be received.

(vii) The method of selecting the candidates will be as follows:-

- (a) Total Marks 100.
- (b) 80% weightage be given on the total marks obtained by a candidate in Middle Examination passed from recognised school. (for example, if a candidate has obtained 60% marks in Middle School examination, he would be awarded weightage of 48 marks i.e. 80% of 60.
- (c) Weightage of 20% will be given for interview to be held by an interview Board. Interview Board will consist of:-
 - (i) Superintending Engineer(C) as Chairman.
 - (ii) Executive Engineer(E) or Architect(P) as Member.
 - (iii) One of the officers of Group 'A' reserved categories should be inducted in the Board as an additional member, in case none of the officers of the Board belongs to the reserved category.

3. A merit list of the candidates will be prepared in the descending order of merit of totalling the marks obtained by the candidates in the components as discussed above.

4. All Superintending Engineers(C) Coordination will ensure that the recruitment procedure is completed by a fixed target date.

5. Receipts of this letter may be acknowledged to the undersigned positively.

(C.R. SETHURAMAN)
CHIEF ENGINEER(CIVIL) HEADQUARTERS,
DEPARTMENT OF POST, DAK BHAVAN,
NEW DELHI-110001.

Contd. P-3/-

Affected
S. Seal
Advocate

Copy to:-

1. All Chief Postmasters General./
2. Chief Engineer(C), South & East Zone, Deptt. of Post, Bangalore.
3. All Superintending Engineers (Electrical).
4. All Executive Engineers (Civil)/(Electrical).
5. All SPIO:.. Architect (Postal).
6. All Architects (Postal).
7. Guard File.

H.S. Kasotiya
(H.S. KASOTIYA)
SUPERINTENDING ENGINEER(C) HQRS, POSTAL
DEPARTMENT OF POST, DAK BHAVAN,
NEW DELHI-110001.

*Attested
& Seal
Advocate*

-22-

Ax. No. 5

31

DEPARTMENT OF POSTS :: INDIA ::
OFFICE OF THE EXECUTIVE ENGINEER :: POSTAL CIVIL DIVISION ::
SHILLONG - 793001.

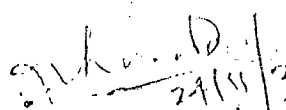
No: 16(7)77/SHCD/793

Dated at Shillong the, 24/11/2000

Approval of Superintending Engineer, Postal Civil Circle, Calcutta is hereby conveyed granting the temporary status to Sri Abdul Hannan Barbhuiya, Casual worker of Postal Civil Sub-Division, (NER) Silchar with effect from 24.11.2000.

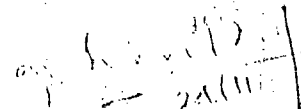
Service of Sri Abdul Hannan Barbhuiya as T.S. casual worker will be regularised under T.S. service Rule.

The appointment of Shri Abdul Hannan Barbhuiya as T.S. casual labour is purely temporary and may be terminated at any time with one month's notice without assigning any reason.


24/11/2000
Executive Engineer,
Postal Civil Division,
Shillong.

Copy to : 2-1 P. J. A. D.

1. The Superintending Engineer, Postal Civil Circle, Calcutta with reference to his No:16(38)/96/SE(P)/CAL/1234 dtd.21.11.2000 for information. Name of the candidate has been shown as Abdul Mannan Barbhuiya in his letter under reference. This may kindly be corrected to SHRI ABDUL HANNAN BARBHUIYA.
2. The Assistant Engineer, Postal Civil Sub-Division, (NER) Silchar for information and necessary action. he will kindly ensure that all required formalities are observed before giving effect to this orders.
3. The Accounts Officer, Postal Civil Division, Shillong for information and necessary action.
4. Shri Abdul Hannan Barbhuiya, Casual worker, Postal Civil Sub-Divn (NER) Silchar.


24/11/2000
Executive Engineer,
Postal Civil Division,
Shillong.

Attested
S. Seal
Advocate

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Appeals Nos. 11335-11359 of 1995[†] with Nos. 10863, 10541 of 1996 and
Petitions Nos. 403-427 of 1998 in CAs Nos. 11335-11359 of 1995.
decided on March 30, 1999

Labour Law — Absorption — Claim to, by contract labour engaged
bogus contract — Grant of relief without resort to S. 10, Contract
(Regulation and Abolition) Act — Legality — Haryana State Electricity
(for short 'the Board'), being a licensee under Electricity Act and
(Supply) Act, supplying power throughout the State through its
plants and stations — In order to keep such plants and stations clean,
and awarding contracts to contractors — Under such a contract, one of
contractors was required to engage a certain minimum number of Safai
Karamcharis for cleaning the Main Plant Building at Panipat for a period of
— Services of Safai Karamcharis so engaged, terminated after they
worked for more than 240 days in the said establishment under the
and administration of the Board — Relief — On facts, the
found only to be a name lender and that there was no genuine
with him — In such circumstances, High Court rightly lifted the veil
and the said Safai Karamcharis to be employees of the Board and
entitled to reinstatement without resort to S. 10 of Contract Labour
(Regulation and Abolition) Act — Contract Labour (Regulation and Abolition)
Act, 1970, Ss. 10, 7 and 12 — Industrial Disputes Act, 1947, Ss. 2(s) & 10
— Preamble — Expression "regulation" — Held, means regulation in
interest and not contra public interest — Constitution of India, Art. 12 —
Electricity Act, 1910, S. 2(h) — Electricity (Supply) Act, 1948,
— Words and phrases — "Regulation"

Labour Law — Employer-employee relationship — Employee of the
establishment or contract labour — Determination of — Applicability of
of "lifting of the veil" — On facts, Safai Karamcharis engaged through
called contractor for keeping the Main Plant Building of Haryana State
Electricity Board at Panipat clean, held, were employees of the Board —
Contract Labour (Regulation and Abolition) Act, 1970, Ss. 10, 7 and 12 —
Industrial Disputes Act, 1947, Ss. 2(s) & 10 — Doctrines — Lifting of the veil
application of, to determine employer-employee relationship
Interpretation of Statutes — Basic rules — Beneficent construction —
welfare legislation — Courts must decide in the interest of the public
by principles of justice, equity and good conscience — Beneficent
construction applied in the context of regulation and abolition of contract

the Judgment and Order dated 24-1-1995 of the Punjab and Haryana High Court in
Nos. 16033-16040, 16042, 16101, 14894-98, 14171, 17011-17014, 14457-60 and
of 1994

Attended
S. L. V.
Advocate

The appellant Haryana State Electricity Board (hereinafter "the Board") is a statutory Board. It is a licensee within the meaning of Electricity Act, 1910 and Electricity (Supply) Act, 1948. It supplies power throughout the State of Haryana through its various plants and stations. In order to keep the plants and stations clean and hygienic, it awarded contracts to contractors. One such contract was awarded to K for cleaning, sweeping and removing garbage from the Main Plant, Bhiwani, Panipat for a payment of a certain amount per month with a stipulation to employ a minimum of 42 Safai Karamcharis for a year. After completion of more than 100 working days in the year, services of these Safai Karamcharis were terminated. The Board raised an industrial dispute for permanent absorption in the employment of the Board on the ground of completion of the said length of service. The question was whether these Safai Karamcharis were employees of the Board. Both the Labour Court and the High Court answered in the affirmative and directed reinstatement of the respondent Safai Karamcharis with continuity of service, albeit without back wages. It was found that the Board exercised supervision over the attendance of Safai Karamcharis and maintained record of other statutory duties and liabilities. Documents on record showed that overall control of the working of the Board, including administrative control was with the Board. It was found by the Labour Court, as confirmed by the High Court on applying the doctrine of lifting the veil to the facts of the case, that K was merely a name lender, a broker or an agent of the Board for procuring labour for the Board from the open market. In dismissing the Board's appeal, the Supreme Court

Held:

Although the doctrine of "lifting of the veil", as enunciated in *Salomon v. Saloman & Co. Ltd.*, 1897 AC 22, HL, referred to, came to be recognised in the corporate jurisprudence but its applicability in the present context cannot be doubted, since the law court invariably has to rise up on every occasion to do justice between the parties in a manner as it deems fit.

Saloman v. Saloman & Co. Ltd., 1897 AC 22, HL, referred to.

The draconian concept of law is no longer available for the purpose of interpreting a social and beneficial piece of legislation specially on the eve of a new millennium. The democratic polity ought to survive with full vigour and status as enshrined in the Constitution ought to be given its full play and it is from this perspective the question arises — is it permissible in the new millennium to give the cry of the labour force desirous of absorption after working for more than 100 days in an establishment and having their workings supervised and administered by an agency within the meaning of Article 12 of the Constitution — the answer can possibly be in the affirmative — the law courts exist for the society and in the discharge of their duty, in accordance with principles of justice, equity and good conscience, the law courts ought to rise up to the occasion to meet and satisfy the expectation of the people. The expression "regulation" cannot possibly be interpreted contra public interest but in the interest of the public.

Dena Nath v. National Fertilisers Ltd., (1992) 1 SCC 695 : 1992 SCC (L&S) 307 : (1991) 4 SC 413, held no longer good law

Gujarat Electricity Board v. Hind Mazdoor Sabha, (1995) 5 SCC 27 : 1995 SCC (L&S) 1166 : JT (1995) 4 SC 264; *Air India Statutory Corp. v. United Labour Union*, (1997) 1 SCC 377 : 1997 SCC (L&S) 1344 : JT (1996) 11 SC 109, 170, relied on

Hussainbhai v. Alath Factory Thezhilali Union, (1978) 4 SCC 257 : 1978 SCC (L&S) 506 : 1978 Lab IC 1264; *Mangalore Ganesh Beedi Works v. Union of India*, (1974) 1 SCC 43 : 1974 SCC (L&S) 205 : (1974) 1 LLJ 367 : AIR 1974 SC 1832, referred to

Had there been any genuine employment, then obviously it would be a Contract Labour (Regulation and Abolition) Act, 1947 system prevailing at the time of the principal employment. On the other hand, more so when the principal employer under the so-called contractor system, the conclusion is that the system was a screen and disguise for the real contractor employees, on the other, the Supreme Court upheld the decision of the High Court.

D. Interpretation of Statute (Regulation and Abolition) Act, 1947 in a manner by which social and constitutional directives be given effect to. 14 and 39(a) — Labour (Regulation and Abolition) Act, 1970

E. Interpretation of Statute (Regulation and Abolition) Act, 1947 in the widest possible interpretation. 14 and 39(a) — Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

F. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

G. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

H. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

I. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

J. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

K. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

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O. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

P. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

Q. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

R. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

S. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

T. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

U. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

V. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

W. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

X. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

Y. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

Z. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

AA. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

AB. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

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AG. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

AH. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

AI. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

Attested
by Seal
Advocate

SES
(1999)
Board (hereinafter "the Board")
Meaning of Electricity Act, 1947
power throughout the State of H.
er to keep the plants and stations
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fai Karamcharis were terminated
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d length of service. The question
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rmative and directed reinstatement
nity of service, albeit without
supervision over the attendance of
other statutory duties and habi
ontrol of the working of the
with the Board. It was found
on applying the doctrine of life
erely a name lender, a broker
Board from the open market.
contractor. In such circumst

ed there been any genuine contract labour system prevailing with the appellant
then obviously it would have to be abolished as per Section 10 of the
at Labour (Regulation and Abolition) Act after following the procedure laid
therein. However, on the facts of the present case, there was no genuine
at system prevailing at the relevant time wherein the Board could have acted
the principal employer and K as a licensed contractor employing labour on
n account, more so when the Board at the relevant time was not registered as
ncipal employer under the Act. Once the Board was not a principal employer
e so-called contractor K was not a licensed contractor under the Act, the
ble conclusion is that the so-called contract system was a mere camouflage,
and a screen and disguised in almost a transparent veil which could easily be
d and the real contractual relationship between the Board, on the one hand, and
yees, on the other, could be clearly visualised.
(Para 20)

The Supreme Court upheld the relief of reinstatement granted to the Safai
charis by the High Court.
(Para 22)]

**Interpretation of Statutes — Particular Statutes — Contract Labour
ation and Abolition) Act, 1970 — Held, ought to be read and interpreted
manner by which social and economic justice may be achieved and the
tutional directives be given a full play — Constitution of India, Preamble,
14 and 39(a) — Labour Law — Contract Labour (Regulation and
ion) Act, 1970**

**Interpretation of Statutes — Beneficial legislation — Contract Labour
ation and Abolition) Act, 1970 — Words used in, held, should be given
widest possible interpretation — Labour Law — Contract Labour
ation and Abolition) Act, 1970 — Interpretation of
Labour Law — Contract Labour (Regulation and Abolition) Act, 1970 —
of enactment of — Restated.**

**Labour Law — Contract Labour (Regulation and Abolition) Act, 1970
10 — Nature of establishment in which contract labour can be abolished
ch establishments, held, are only those of a perennial nature and not those
sonal working**

The doctrine of equality as enshrined in the Constitution promised an egalitarian
and the Contract Labour (Regulation and Abolition) Act, 1970 is the
at effect of such a constitutional mandate having its due focus in that
ative. The Supreme Court has interpreted the equality clause so as to mean
people of the country ought to be secured of socio-economic justice by way
sion of Fundamental Rights and Directive Principles of State Policy. Socialism
not to be treated as a mere concept or an ideal, but the same ought to be
ed in every sphere of life. India is a Socialist State as the Preamble depicts and
of socialism, therefore, ought to be to distribute the common richness and
alth of the country in such a way so as to subserve the need and the
ment of the common man. Article 39 is a pointer in that direction. Therefore,
tract Labour (Regulation and Abolition) Act, 1970 ought to be read and
ted so that social and economic justice may be achieved and the
tutional directive be given a full play.
(Paras 3 and 10)

Mills Ltd. v. Union of India, (1980) 3 SCC 625 : AIR 1980 SC 1789; *D.S. Nakara
Union of India*, (1983) 1 SCC 305 : 1983 SCC (L & S) 145 : AIR 1983 SC 130, *relied*

Contract Labour (Regulation and Abolition) Act being a beneficial piece of
on as engrafted in the statute-book, ought to receive the widest possible

oil", as enunciated in *Saloman* to
audience but its applicability to
court invariably has to rise up to
anner as it deems fit.
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SCC 695 : 1992 SCC (L&S) 34.

(1995) 5 SCC 27 : 1995 SCC 11.
Arpn. v. United Labour Union, (1995) 5 SCC 109, 170, *relied on*

(1978) 4 SCC 257 : 1978 SCC 4.
edi Works v. Union of India, (1978) 4 SCC 109, 170, *relied on*
AIR 1974 SC 1832, *referred to*

Attested
S. Seal
Advocate

interpretation in regard to the words used and unless words are taken in their maximum amplitude, it would be a violent injustice to the framers of the law.

The Act subserves a twin purpose:

- (i) to abolish the contract labour; and
- (ii) to regulate the working conditions of contract labour wherever employment is required in the interest of the industry.

However, in the event the contract labour is employed in an establishment engaged in seasonal working, the question of abolition would not arise but in the event of same being perennial in nature, the legislature is candid enough to abolish contract labour since involvement of the contractor may have its social evil of exploitation and thus the contractor ought to go out of the scene bringing to the principal employer and the contract labourers rendering the employment direct, and resultantly a direct employee.

Air India Statutory Corpn. v. United Labour Union, (1997) 9 SCC 377 : 1997 SCC 1344 : JT (1996) 11 SC 109, 170, followed

H. Constitution of India — Art. 226 — Questions of fact — Scope of interference with — Unless the finding of fact (in this case, regarding the control of Haryana State Electricity Board over the working of the contract labour) given by the Labour Court was otherwise perverse or suffering from error apparent on the face of the record, held, could not be interfered with. Exercise of High Court's powers under Art. 226 — Practice and procedure — Questions of fact

R.K. Panda v. Steel Authority of India, (1994) 5 SCC 304 : 1994 SCC (L&S) 1344 : JT (1996) 11 SC 109, 170, referred to

1. Constitution of India — Art. 136 — Practice and procedure — Additional evidence — Opportunity to file documentary evidence that appellant Haryana State Electricity Board had applied for registration of its establishment. Grant of — Permissibility — Such opportunity, where the same was sought before Labour Court nor before High Court, although is not granted in normal circumstances particularly at the stage of hearing, granted in special facts — However, the opportunity not utilised by the applicant. Labour Law — Contract Labour (Regulation and Abolition) Act, 1970, S. 17 — Practice and procedure — Additional evidence — Filing of, before Supreme Court in appeal — Permissibility

Appeals dismissed

Advocates who appeared in this case :

Sumant Balra, Ms Asha Bharmula, Ms Nandini Gore and Ashok Kr. Mehta, Advocates, for the Appellant;
Manoj Swarup, Advocate, for the Respondents.

Chronological list of cases cited

1. (1997) 9 SCC 377 : 1997 SCC (L&S) 1344 : JT (1996) 11 SC 109, 170, *Air India Statutory Corpn. v. United Labour Union*
2. (1995) 5 SCC 27 : 1995 SCC (L&S) 1166 : JT (1995) 4 SC 264, *Gujarat Electricity Board v. Hind Mazdoor Sabha*
3. (1994) 5 SCC 304 : 1994 SCC (L&S) 1978, *R.K. Panda v. Steel Authority of India*
4. (1992) 1 SCC 695 : 1992 SCC (L&S) 349 : JT (1991) 4 SC 413, *Dena Nath v. National Fertilisers Ltd.*

(1983) 1 SCC 305 : 1983 SCC (L&S) 1344 : JT (1983) 11 SC 109, 170, *Union of India*

(1980) 3 SCC 625 : AIR 1980 SC 1711, *India*

(1978) 4 SCC 257 : 1978 SCC (L&S) 1344 : JT (1978) 11 SC 109, 170, *Alath Factory Thezhil*

(1974) 4 SCC 43 : 1974 SCC (L&S) 1344 : JT (1974) 11 SC 109, 170, *Mangalore Gunest*

1832, *Saloman v. Saloman*

judgment of the Court was delivered by

BANERJEE, J. — The doctrine of

an egalitarian society

Enion) Act, 1970 is the result

its due focus in that perspective

certain terms laid down the

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3. Ours is a Socialist State

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Minerva Mills Ltd. v. Union of India, (1983) 1 SCC 305 : 1983 SCC (L&S)

SECY., H.S.E.B. v. SURESH (Banerjee, J.)

605

(1999) 3 SCC 305 : 1983 SCC (L&S) 145 : AIR 1983 SC 130, D.S. Nakara v. Union of India

605f

(1980) 3 SCC 625 : AIR 1980 SC 1789, Minerva Mills Ltd. v. Union of India

605c

(1978) 4 SCC 257 : 1978 SCC (L&S) 506 : 1978 Lab IC 1264, Hussainbhai v. Alath Factory Theghilali Union

607a

(1974) 4 SCC 43 : 1974 SCC (L&S) 205 : (1974) 1 LLJ 367 : AIR 1974 SC 1832, Mangalore Ganesh Beedi Works v. Union of India

607c

1974 AC 22, HL, Saloman v. Saloman & Co. Ltd.

608f

Statement of the Court was delivered by

BANERJEE, J.— The doctrine of equality as enshrined in the Constitution and an egalitarian society and the Contract Labour (Regulation & Enforcement) Act, 1970 is the resultant effect of such a constitutional mandate its due focus in that perspective. This Court in *Minerva Mills case*¹ in certain terms laid down that the equality clause in the Constitution

does not speak of mere formal equality before the law but embodies the concept of real and substantive equality which strikes at the inequalities on account of vast social and economic differentiation and is thus

essentially an essential ingredient of social and economic justice. In short, the Court has equated the security clause in the Constitution so as to mean

that the people of the country ought to be secured of socio-economic justice by a fusion of Fundamental Rights and Directive Principles of State

As a matter of fact this Court has been candid enough on more occasions than one and rather frequently to note that socialism ought not to

be treated as a mere concept or an ideal, but the same ought to be practised in every sphere of life and be treated by the law courts as a constitutional

obligation since the law courts exist for the society and are required to act as the angels of the society. As a matter of fact the socialistic concept of

law is very well laid in Part III and Part IV of the Constitution and the Constitution being supreme, it is a bounden duty of the law courts to give

effect and offer reality to such a concept.

In this context reference to the Constitution Bench decision of this Court in *Nakara case* (D.S. Nakara v. Union of India)² seems to be rather

apposite. This Court stated that democratic socialism aims to end poverty, disease, and inequality of opportunity. The primary impact of

socialism as a matter of fact is to offer and provide security of life so that the people of the country may have two square meals a day, and maintenance of

a minimum standard of life, it is expected, would lead to the abridgement of the gap between the haves and the have nots. The feudal exploitation and

feudal concept of law ought not to outweigh the basic structure of the Constitution or its socialistic status.

Ours is a Socialist State as the Preamble depicts and the aim of socialism, therefore, ought to be to distribute the common richness and the

wealth of the country in such a way so as to subserve the need and the

Minerva Mills Ltd. v. Union of India, (1980) 3 SCC 625 : AIR 1980 SC 1789

(1983) 1 SCC 305 : 1983 SCC (L&S) 145 : AIR 1983 SC 130

(1999) 3 SCC

Less words are taken to the framers of the law.

(Para 10)

contract labour wherever employed in an establishment

not arise but in the event of a candid enough to render the employment

at of the scene bringing together a rendering the employment

(Para 11)

(1997) 9 SCC 377 : 1997 SCC (L&S) 100

questions of fact — Scope of this case, regarding the over

the working of the contract is perverse or suffering from

could not be interfered with. — Practice and procedure

(Para 12)

C 304 : 1994 SCC (L&S) 100

and procedure — Addition of its establishment

where the same was not granted, although is not granted

hearing, granted in view of the applicant

Abolition) Act, 1970, S. 7 — Filing of, before Supreme

(Para 21)

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more and Ashok Kr. Ma

11 SC 109, 170, Air 609f, 612g-h, 612A

613a, 613b

SC 264, Gujarat v. Steel Authority

1 SC 413, Dena Nath

612

Attested
S. Seal
Advocate

requirement of the common man. Article 39 is a pointer in that direction. Each clause under the article specifically fixes a certain social and economic goal so as to expand the horizon of benefits to be accrued to the public at large. In particular reference to Article 39(a) it is seen that the State ought to direct its policies in such a manner so that the citizens — men and women equally, have the right of an adequate means of livelihood and from this perspective again that the enactment in the statute-book as noted above [the Contract Labour (Regulation & Abolition) Act, 1970] ought to be read and interpreted so that social and economic justice may be achieved and the constitutional directive be given a full play.

4. Having noticed the broad features as above, be it noted these arguments by special leave arise from the order of the Division Bench of the High Court of Punjab & Haryana at Chandigarh.

5. The contextual facts depict that the Haryana State Electricity Board (hereinafter referred to as "the appellant-Board") is a statutory Board, one of its primary functions being the supply of power to urban and rural areas in the State of Haryana through its various plants and stations.

6. In order to keep the said plants and stations clean and hygienic, the appellant-Board, upon tenders being floated, awards contracts to contractors who undertake the work of keeping the same clean and hygienic. One such contract was awarded to one Kashmir Singh, for "proper, complete and hygienic cleaning, sweeping and removal of garbage from the Main Building" at Panipat, at the rate of Rs 33,000 per month with a stipulation to engage minimum 42 Safai Karamcharis with effect from 15-5-1987 for a period of one year and in terms therewith the contractor took over the work and performed the said work through the above-stated Safai Karamcharis.

7. Subsequently by reason however of a dispute raised by the Safai Karamcharis, as regards their entitlement to be absorbed permanently after completion of 240 days in the year with the Board, the matters were referred to the Conciliation Officer, Panipat culminating however in an order in reference by the State Government on 27-12-1988 to the Labour Court at Ambala, which was subsequently transferred to Panipat. On the facts and the evidence taken on record passed the impugned award, *inter alia*, recording therein that the workmen are otherwise entitled to reinstatement with continuity of service along with 10% back wages. It shall revert to the order of the Labour Court for further consideration hereafter, but to complete the basic factual backdrop in the matter it ought to be noted that as against the order of the Labour Court, the appellant Board filed writ petitions in the High Court of Punjab and Haryana, which were however, disposed of by a common judgment and order dated 24-1-1990, *inter alia*, recording that there existed a relationship of employer and workmen between the appellant-Board and the respondents and by reason wherefore, the High Court directed reinstatement of the respondents with continuity of service though, however, without back wages. While dealing with

these matters the High Court in its judgment of this Court in the *Shilpi Union*³ wherein this Court

"3. Who is employee, the question raised here but covered by the High Court, we give shape to the respondent-Union's contention that employer-employee relationship exists between the Workmen.

4. This argument is in the 'tooth and claw' and under the Law. But the human gap of industrial jurisprudence, a branch of Third World Jurisprudence, Preamble to the Constitution, relied on British and American law, is not decisive and the relationship is different. Industrial rule of law which runs to the conditions of poverty aplenty, wages. Raw societal reality, competitive market economy, the law when the weaker livelihood through labour, classical law of contracts, exploitative situations account for error in its holding against

5. The true test may, with a worker or group of workers, these goods or services are in fact, the employer. He, to subsistence, skill, and control, chokes off, the worker by intermediate contractors, who, or direct relationship, ex co, the veil or looking at the end, we discern the naked truth, arrangement, that the real immediate contractor. Myriad legal form depending on the industry, the local conditions

(1978) 4 SCC 257 : 1978 SCC (L&S) 457
Shilpi Union v. Shilpi Union
 (1974) 1 LLJ 367 : AIR 1974 SC 13

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is a pointer in that direction. It is a certain social and economic right to be accrued to the citizen. Article 39(a) it is seen that the State is so that the citizens — means of livelihood and in the statute-book [Abolition) Act, 1970] ought to be achieved. Economic justice may be achieved.

above, be it noted these are the Division Bench of the

Haryana State Electricity Board is a statutory Board of power to urban and rural plants and stations.

stations clean and hygienic, awards contracts to contractors for "proper, complete and garbage from the Main Place per month with a stipulated effect from 15-5-1987 contractor took over the stated Safai Karamchari.

a dispute raised by the Board, the matters were referred to Panipat. On the 12-1988 to the Labour Court upon consideration of the impugned award, the appellants are otherwise entitled with 10% back wages. In the matter brought to the Court, the appellant and Haryana, which and order dated 24-1-1979 relationship of employer and respondents and by the back wages. While dealing

these matters the High Court did place strong reliance on the opinion of this Court in the case of *Hussainbhai v. Alath Factory Union*³ wherein this Court observed: (SCC p. 259, paras 3-5)

3. Who is employee, in labour law? That is the short, dichotomous question raised here but covered by this Court's earlier decisions. Like the High Court, we give short shrift to the contention that the petitioner entered into agreements with intermediate contractors who had hired respondent-Union's intermediate workmen and so no direct employer-employee *vinculum-juris* existed between the petitioner and workmen.

4. This argument is impeccable in *laissez faire* economics 'red in tooth and claw' and under the Contract Act rooted in English Common Law. But the human gap of a century yawns between this strict doctrine and industrial jurisprudence. The source and strength of the industrial branch of Third World Jurisprudence is social justice proclaimed in the preamble to the Constitution. This Court in *Ganesh Beedi case*⁴ has relied on British and American rulings to hold that mere contracts are not decisive and the complex of considerations relevant to the relationship is different. Indian Justice, beyond Atlantic liberalism, has a sense of law which runs to the aid of the rule of life. And life, in conditions of poverty aplenty, is livelihood, and livelihood is work with its raw societal realities, not fine-spun legal niceties, not competitive market economics but complex protective principles, shape the law when the weaker, working class sector needs succour for livelihood through labour. The conceptual confusion between the classical law of contracts and the special branch of law sensitive to exploitative situations accounts for the submission that the High Court is in error in its holding against the petitioner.

5. The true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in law, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, takes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate relationship *ex contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like may be resorted to when

³ 4 SCC 257 : 1978 SCC (L&S) 506 : 1978 Lab IC 1264

⁴ *Ganesh Beedi Works v. Union of India*, (1974) 4 SCC 43 : 1974 SCC (L&S) 205 : 1974 LLJ 367 : AIR 1974 SC 1832

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for regulation and management of contract labour in accordance with the devolution of powers and functions hereinafter provided, and hereinbefore, this enactment, for the year 1970, to regulate contract labour in certain circumstances since the labour stood beset by inhuman and degrading labour practice.

11. Incidentally, however, it is not intended to do away with the existing fields of employment. Continuous employment and education, the Act of 1970 is a matter of fact the legislative provisions pertaining to it had however engaged the primary in the interest of the

2. The legislation therefore

- (i) to abolish the contract.
- (ii) to regulate the work such employment is re

13. There is, however, a to-
effect that in the event
-ishment for seasonal work
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wise in the ordinary cour-
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ement of the contractor in-
thus the contractor ought to
-pal employer and the con-
and resultantly a clear e-
with great lucidity, by J. O.
v. *United Labour Union*

4. While recording reasons therefor Majmudar, "It has to be kept in establishment is a tripartite principal employer is the intermediary the employer is statutory obligations flowing the working conditions of intermediary contractor

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for regulation and abolition of contract labour. Conceptually, the enactment of contract labour by itself lends to various abuses and in accordance with the devout objective as enshrined in the Constitution and as hereinbefore, this enactment has been introduced in the statute-book in the year 1970, to regulate contract labour and to provide for its abolition in circumstances since prior to such, the factum of engagement of contract labour stood beset with exploiting tendencies and resulted in some labour practice.

Incidentally, however, be it noted that the legislature did not feel it fit to do away with the contract labour altogether, since there are various fields of employment where it is not otherwise possible to have regular employment and as such, regard being had to the necessities of the situation, the Act of 1970 provides for continuation of contract labour. In the matter of fact the legislature in the enactment has itself provided for provisions pertaining to the working conditions of contract labour, and however engagement of contract labour becomes invariable or necessary in the interest of the industry concerned.

The legislation therefore subserves a twin purpose, to wit:

- (a) to abolish the contract labour; and
- (b) to regulate the working conditions of contract labour wherever such employment is required in the interest of the industry.

There is, however, a total unanimity of judicial pronouncements to the effect that in the event the contract labour is employed in an establishment for seasonal workings, question of abolition would not arise in the event of the same being perennial in nature, that is to say, in the event of the engagement of labour force through an intermediary which is not in the ordinary course of events and involves continuity in the employment. The legislature is candid enough to record its abolition since the engagement of the contractor may have its social evil of labour exploitation. It is the contractor ought to go out of the scene bringing together the principal employer and the contract labourers rendering the employment as a direct employment resultant a direct employee. This aspect of the matter has been stated with great lucidity, by one of us (Majmudar, J.) in *Air India Statutory Union v. United Labour Union*⁶.

While recording concurrence with Ramaswamy, J. but presenting his reasons therefor Majmudar, J. observed: (SCC pp. 443-44, para 69)

"It has to be kept in view that contract labour system in an establishment is a tripartite system. In between contract workers and the principal employer is the intermediary contractor and because of this intermediary the employer is treated as principal employer with various statutory obligations flowing from the Act in connection with regulation of the working conditions of the contract labourers who are brought by the intermediary contractor on the principal's establishment for the

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requirement of the principal employer would see to it that workmen who are required to be employed by the principal employer or by the agency of the contractor. In the contract framed thereunder clearly it is provided that the workmen are required for the given contract and not given to the contractor."

15. Incidentally, the Haryana business has had to maintain the running of the Indian Electricity Board. This maintenance work is of a personal nature but a continued term of the statute. The number has been specified in the contract Board as regards the attendance of your Court. Maintenance of liabilities has also not been of your Court, (to wit Exb. M-5) contract labour including and deliberately refrain ourselves beyond the purview of writ evidence but the factum of the Board and as dealt with. It is on this perspective on the judgement and record of Labour Court, since no reference upon lifting the veil recurrence to the observation made at by the Labour Court exercising powers under Article otherwise pervise or there is record.

16. It would in this con-
servations of the High Court

"The learned counsel findings of fact arrived at proper appreciation of evidence as the Labour Court has reached before coming to such law laid down by the Supreme fact arrived at by the jurisdiction particularly with record but based only on

R.K. Panda v. Steel Authority of India Ltd.

*Appel, Paul
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(1999)

SECY, H.S.E.B. v. SURESH (Banerjee, J.)

611

Employer and who of the contractor. of the principal emp of the principal emp of the establishment of the establishment for that purpose. and along with. as there is a contract. or intermediary go. ans out of this trip. beneficiaries of the ab. workmen on the one. of their principal emp. of these erstwhile co. here provides for. s that no such emp. concept of abolition. the contract labour. which otherwise would. improvement of the. in the provision of. contract labour system. direct employees of. earlier working and. very establishment. act labour system. The. the consequences of. tion 10 of the Act. ing the erstwhile co. per on abolition of. the contractor might. y be in excess of. ployer on abolition of. workmen. It is diffi. ion engrafted in. et labour from the. ations for the appre. is sufficient to. Even otherwise ther. e Act which enjo. s to the given num. e brought for the. be payment to them. as a worldly busin. or allow the contr. may be in excess.

requirement of the principal employer. On the contrary, the principal employer would see to it that the contractor brings only those number of workmen who are required to discharge their duties to carry out the work of the principal employer on his establishment through. of course, the agency of the contractor. In fact the scheme of the Act and regulations framed thereunder clearly indicate that even the number of the workmen required for the given contract work is to be specified in the licence given to the contractor."

Incidentally, the Haryana State Electricity Board in the usual course of business has had to maintain the plant and stations as a licensee within the purview of the Indian Electricity Act, 1910 and the Electricity Supply Act, 1948. This maintenance work cannot by any stretch be ascribed to be of a casual nature but a continued effort to achieve the purpose of its existence as specified in the contract itself and as a matter of fact supervision of the Board as regards the attendance has also not been disputed before the Labour Court. Maintenance of records pertaining to other statutory duties and liabilities has also not been disputed. Documents, as disclosed before the Labour Court, (to wit Exb. M-5) depict the overall control of the working of the contract labour including administrative control being with the Board. We liberately refrain ourselves from going into the same, since that would be in the purview of writ jurisdiction and may amount to an appraisal of evidence but the factum of overall supervision and administration being with the Board and as dealt with by the Labour Court cannot in any way be interfered with. It is on this perspective that the High Court also thought it fit to uphold the judgment and record its affirmation to what had been passed by the Labour Court, since no reasonable person could come to a conclusion different upon lifting the veil. In the contextual facts, we also record our concurrence to the observations of the High Court that the finding of fact arrived at by the Labour Court cannot otherwise be interfered with while exercising powers under Article 226 of the Constitution, unless the same is manifestly perverse or there is existing an error apparent on the face of the record.

It would in this context, however, be convenient to note the observations of the High Court as below:

"The learned counsel for the petitioner has tried to argue that the findings of fact arrived at by the Labour Court were not based upon proper appreciation of evidence. This plea cannot be accepted inasmuch as the Labour Court has referred to the whole of the evidence led in the case before coming to such a conclusion. Otherwise, also in view of the principle laid down by the Supreme Court in *R.K. Pandu case*⁷ the findings of fact arrived at by the Labour Court cannot be set aside in writ jurisdiction particularly when it is neither perverse nor contrary to the record but based only on appreciation of evidence. Keeping in view the

⁷ *Pandu v. Steel Authority of India*, (1994) 5 SCC 304 : 1994 SCC (L&S) 1978

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-34-

nature of the work being carried on by the petitioner, the nature of the work which were performed by the respondent-workmen, the continuity of work for which the labour was employed and the fact that the workmen were paid by the petitioner-employer who supervised and controlled only the attendance but also discipline of the workmen in the discharge of their duties and keeping in view the conditions of contract of employment with Kashmir Singh, Contractor, there is no other conclusion which can be arrived at except the one that there existed a relationship between the employer and workmen between the contesting parties and the Labour Court had rightly passed the award which is impugned in this petition.

17. Needless to note at this juncture that the Contract Labour (Regulation and Abolition) Act being a beneficial piece of legislation engrafted in the statute-book, ought to receive the widest possible interpretation in regard to the words used and unless words are taken to their maximum amplitude, it would be a violent injustice to the framers of the law. As a matter of fact the law is well settled by this Court and we need not dilate much by reason thereof to the effect that the law courts exist for the society and in the event of there being a question posed in the matter of interpretation of a beneficial piece of legislation, question of interpreting the same with a narrow pedantic approach would not be justified. On the contrary, the widest possible meaning and amplitude ought to be offered to the expressions used as otherwise the entire legislation would lose its efficacy and contract labour would be left at the mercy of the intermediaries.

18. As noticed above the draconian concept of law is no longer available for the purpose of interpreting a social and beneficial piece of legislation specially on the wake of the new millennium. The democratic polity ought to survive with full vigour: socialist status as enshrined in the Constitution ought to be given its full play and it is in this perspective the question arises — is it permissible in the new millennium to decry the cry of the labour force desirous of absorption after working for more than 240 days in an establishment and having their workings supervised and administered by an agency within the meaning of Article 12 of the Constitution — the answer cannot possibly be in the affirmative — the law courts exist for the society and in the event law courts feel the requirement in accordance with the principles of justice, equity and good conscience, the law courts ought to step up to the occasion to meet and redress the expectation of the people. The expression "regulation" cannot possibly be read as contra public interest in the interest of the public.

19. Reliance on the decision in the case of *Dena Nath v. National Fertilisers Ltd.*⁸ in support of the Board's contention, however, is diluted by reason of the decisions of this Court in *Gujarat Electricity Board v. Hind Mazdoor Sabha*⁹ and *Air India Statutory Corpn. v. United Labour Union*.⁶ The ratio as has been decided in *Air India case*⁶ appears to be:

8 (1992) 1 S.C. 695; 1992 SCC (L&S) 549; JT (1991) 4 SC 413

9 (1995) 5 S.C. 27; 1995 SCC (L&S) 1166; JT (1995) 4 SC 264

opened the edges of *Dina Nath* case⁶ this Court has, as in the catena of cases pertaining to contract labour, it is unnecessary to deal with the observations regarding some observations (para 66).

"In this behalf, it is not the contract labour system, by which is under statutory obligation between the contractor and the relationship stood restored to contract labour as its employment of the workmen in the respect required to be absorbed in the contract labour system."

20. It has to be kept in view that there was any genuine contract system was a genuine contract system.

Section 10 of the Contract Labour (Regulation and Abolition) Act, 1947, providing the procedure laid down in the present case, it was found by the Court that the so-called contractor had procured labour for the work.

It was found that the management was not a genuine contract system.

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petitioner, the nature of duties of workmen, the continuity of the work and the fact that the workmen were supervised and controlled not only by the workmen in the discharge of their duties but also by the conditions of contract of the workmen, there is no other conclusion that there existed a relationship of employer and employee between the contracting parties and the Labour Court is impugned in this petition."

It is that the Contract Labour Regulation Act is a beneficial piece of legislation which is intended to receive the widest possible interpretation unless words are taken to their literal meaning. It is an injustice to the framers of the Act if it is interpreted by this Court and we need not say that the law courts exist for the purpose of posing the question in the matter of interpretation of the Act, or, question of interpreting the Act could not be justified. On the other hand, the amplitude ought to be offered to the legislation would lose its purpose and the mercy of the intermediary. The rule of law is no longer available. The beneficial piece of legislation which is intended to enshrine the democratic polity ought to be interpreted in the perspective of the question arising out of the cry of the labour for more than 240 days in the year, revised and administered by the Constitution — the answer is that the law courts exist for the social justice and in accordance with the expectation of the people. It is not as contra public interest.

In the case of *Dena Nath v. Natic*, the contention, however, stated in *Gujarat Electricity Board v. State of Gujarat*, *United Labour Union v. India case* appears to be

and the edges of *Dina Nath* ratio. While dealing with this issue in *Air India case* this Court has, as a matter of fact taken note of more or less the catena of cases pertaining to contract labour and we do thus feel it is unnecessary to deal with the same in extenso excepting however making some observations of this Court in *Air India case* as below: (SCC para 66)

"In this behalf, it is necessary to recapitulate that on abolition of the contract labour system, by necessary implication, the principal employer is under statutory obligation to absorb the contract labour. The linkage between the contractor and the employee stood snapped and direct relationship stood restored between the principal employer and the contract labour as its employees. Considered from this perspective, all the workmen in the respective services working on contract labour are required to be absorbed in the establishment of the appellant."

20. It has to be kept in view that this is not a case in which it is found that there was any genuine contract labour system prevailing with the Board. If there was a genuine contract system, then obviously it had to be abolished as per Section 10 of the Contract Labour Regulation and Abolition Act after following the procedure laid down therein. However, on the facts of the present case, it was found by the Labour Court and as confirmed by the High Court that the so-called contractor Kashmir Singh was a mere name lender who had procured labour for the Board from the open market. He was almost a broker or an agent of the Board for that purpose. The Labour Court also found that the management witness Shri A.K. Chaudhary also could not tell whether Shri Kashmir Singh was a licensed contractor or not. That workman made a statement that Shri Kashmir Singh was not a licensed contractor. In these circumstances, it has to be held that factually there was no genuine contract system prevailing at the relevant time wherein the Board had acted as only the principal employer and Kashmir Singh as a named contractor employing labour on his own account. It is also pertinent to note that nothing was brought on record to indicate that even the Board at the relevant time was registered as the principal employer under the Contract Labour Regulation and Abolition Act. Once the Board was not a principal employer and the so-called contractor Kashmir Singh was not a licensed contractor under the Act, the inevitable conclusion that had to be reached was to the effect that the so-called contract system was a mere camouflage, a screen and a screen and disguised in almost a transparent veil which could be pierced and the real contractual relationship between the Board, on the one hand, and the employees, on the other, could be clearly visualised.

21. Before we conclude, the other aspect of the matter as has been pointed out by the learned advocate appearing in support of the appeals ought to be noticed, to the effect that as a matter of fact the principal employer, the Board has in fact applied for registration of establishment and the necessary documentary evidence available in support thereof. Though, however, no such case has been made out nor the issue raised either before the Labour Court or before the High Court, this Court, however, to subserve

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S. Asad
Associate

...that thing that a party can be permitted to
The Code empowers the Magistrate to
presence of the accused. Section 205 of
with "the personal attendance of the
leader" if he sees reasons to do so. S.
of the court to record evidence in the
es when personal attendance of the acc
appearance of the accused be made th

The observations made in *M. Krishnam* sixty years ago, would represent the case cannot become a "pleader" for the accused. He secures permission from the court to an

Ju Subba Rao v. CIT, AIR 1956 SC 604 : (Krishnammal v. T. Balasubramania Pillai, *supra*)
tem & Co. v. Napper, (1886) 35 Ch. D. 162

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

GUWAHATI BENCH :: GUWAHATI.

O.A.NO. 87 OF 2002

Shri B.Saikia

-VS-

Union of India & Ors.

- And-

In the Matter of::

Written statement submitted
by the respondents.

The respondents beg to submit written statement
as follows :-

1. That with regard to par - 1 of O.A., the respondents beg to state that Shri B, Saikia the applicant who filed the case is not at all working either as casual worker or in any capacity engaged by the department/Union of India So question of granting temporary status does not arise at all.
2. That with regard to para - 2 of O.A., the respondents beg to offer no comments.
3. That with regard to para - 3 of OA, the respondents beg to offer no comments.

contd...P/2

Filed by 20/8/02
(A. DEB ROY)
Sr. C. C. S. C.
C. A. T., Guwahati Bench

4. That with regard to para - 4.1 of O.A., the respondents beg to state that regulating the water supply in Postal colonies at Shillong namely Banasree and Oakland is being executed by the Contractor engaged by department time to time as required on contract basis Sri B.Saikia may be engaged by the agency and not by respondent 4 and 5 as alleged.

5. That with regard to para - 4.2 of O.A., the respondents beg to state that for the payment to the agency attendance of the labourers engaged for the above work as mentioned in ^{para 4.1 of O.A.} ~~4.1~~ is being submitted by the agency/contractor who was engaged for this by department time to time which was checked up by respondent- 5 as per rate sanctioned in the contract and is paid accordingly.

6. That with regard to para - 4.3 of O.A., the respondents beg to state that it is mentioned that no such vacancies exist. Only to meet up the requirement a temporary arrangement has been made. So the points alleged by the applicant is not correct and no leg to stand.

7. That with regard to para - 4.4 of O.A., the respondents beg to state that the notification dt.10.9.97 is not applicable since the applicant is not engaged by the Government/department in any capacity. Even as casual mazdoors.

8. That with ~~regard~~ regard to para - 4.5 of O.A., the respondents beg to state that it is mentioned that Sri Abdul Hanan Barbhuiya was engaged as a casual employee for the post of Peon (Group D) in the office of the Postal Civil Division, Silchar in a vacant post and so he has given temporary status.

9. That with ~~regard~~ regard with the para - 5.(i) of O.A., the respondents beg to state that statement given by the applicant is not correct as his service as casual employee as alleged is not at all under the respondents no-4 & 5.

10. That with regard to para - 5(ii) of O.A., the respondents beg to state that ~~xx xx~~ no vacancy is there for grade - IV (group - D) under respondents as mentioned by the applicant.

11. That with regard to para - 5(iii) of O.A., respondents beg to state that no such casual employees has~~x~~ been granted temporary status except one man details of which with reasons is explained in 4.5. So the points raised by the applicant on this point is totally denied.

12. That ~~with~~ regard to paras- 5(iv) & 5(v) of O.A., the respondents beg to state that no such casual employees has been granted temporary status except one man details of which with reasons explained in 4.5. So the points raised by the applicant on this point is totally denied.

13. That with regard to para - 6 of O.A., the respondents beg to state that there is no sanction in the department for such post/working and if the applicant approached the respondents no -4 and 5 the respondents cannot appoint him as there is no post.

14. That with regard to para - 7 of O.A., the respondents beg to offer no comments.

15. That with regard to para - 8 of O.A., the respondents beg to state that under the circumstances stated in above the O.A. filed by the applicant may please be dismissed, as it has got no leg to stand.

V E R I F I C A T I O N

o.A. 87/02

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- 5 -

V E R I F I C A T I O N .

I, Shri Rabin Kumar Gangopadhyay presently working as a Ex. Engineer . postal civil En/ Shillong be duly authorised and competent to sign this verification, do hereby solemnly affirm and state that the statements made in para 1, 4 to 7 and 9 to 13 are true to my knowledge and belief, these made in para 8 being matter of records, are true to my information derived therefrom and the rest are my humble submission before the Hon.ble Tribunal, I have not suppressed any material facts.

And I sign this verification on this 31st day of July 2002.

Rabin Kumar Gangopadhyay.

Declarant.

