

30/100
CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH
GUWAHATI-05

(DESTRUCTION OF RECORD RULES, 1990)

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SECTION OFFICER (Judl.)

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

ORDER SHEET

Orginal No. 87/2002
Misc. Petition No. _____
Contempt Petition No. _____
Review Application No. _____

Applicant(s) Shri Bhabish Saikia

Respondent(s) U.O. & OAS

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

Advocate for Respondent(s) CASE

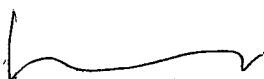
Notes of the Registry	Date	ORDER OF THE TRIBUNAL
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19.3.02 Heard Md. I. Hussain, learned counsel for the applicant.

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.

Steps Taken


Vice-Chairman

Notice preferred and sent to the respondent No. 1 w/s
by Regd A.D. 
21/4/02

23.4.2002 Mr. A. Deb Roy, learned Sr.C.G.S.C. for the respondents prays for four weeks for filing of written statement.

List the case accordingly on 21.5.2002 for written statement.

D/No. 1099/103
Dtd 21/4/02


Vice-Chairman

bb

(2)

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

No written statement has been filed.

BB
20.5.02

K. C. Sharma
Member

Vice-Chairman

No written statement has been filed.

BB
10.6.02

K. C. Sharma
Member

Vice-Chairman

No written statement has been filed.

BB
26.7.02

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

K. C. Sharma
Member

Vice-Chairman

23, 8, 02
W.P. 85-2002
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. C. 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

13.11.2002

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

Copy of the Judgt
has been sent to the
Office. for issuing the
same to the applicant
as well as to the
Dr. CSC

lm


Vice-Chairman



5

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

O.A. /44/ 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.

Q 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 ^a facts and if such representation is preferred, the authority should consider the same sympathetically against any

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

केन्द्रीय	संचालन आयोग
Central	Administrative Tribunal
14 MARCH 2002	
गुवाहाटी बैच	
Outgoing Bench	
IN THE CENTRAL ADMINISTRATIVE TRIBUNAL	
GUWAHATI BENCH द्वारा GUWAHATI	

a

(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.

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Filed by -

filled by the
Applicant
in B. Section
through 10
should read
Section A

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.

PARTICULARS OF THE : 1. The Union of India,
RESPONDENTS : 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

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. LIMITATION :

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. ~~Rs. 122/-~~ 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 ~~ask~~ directed.

The copy of the School Certificate issued by Headmaster 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 Beider/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 Peons 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

: 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 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 grievances and exhausted the remedies available to him.

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 applicant 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 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.
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.

ANX NO 1



Gorkha H. E. School

Mawhiasiang (Mawdieng dieng)

Shillong - 793012

Issue: 14/45

29

LEAVING CERTIFICATE

23/2/

2002

Date: 27/2/2002

Certified that SHABESI 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 (Nineteen) His/Her

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

He/She has/had not passed the examination for promotion to class X (Twenty) and left the School on

31-12-2001

All sums due by him/her has been paid upto 17/1/02

CONDUCT Good

SIGN REIGNED

ATTENDANCE Regular

28/2/2002
(R. Rymbai)

Reason for leaving school:— (i)

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

Inspector of Schools
East Khasi Hills District
Shillong, Meghalaya

S. S. S. A.
HEADMASTER

Gorkha H. E. School
Mawhiasiang (Mawdieng dieng)

Shillong - 793012

Headmaster

Gorkha H. E. School
Mawhiasiang, Shillong - 793012

Compared
C. b. from
04/03/02

Attest by:-

R. N. 04/3/02

Assistant Engineer

Postal Civil Sub-Division

R. N. Comptd. Shillong - 793001

Attest
for
Society

12.

ANX. NO. 2

Class IV Slip file

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

NO:--SHSD-1/IV/Staff/SH/ 5/2001 Dated: 14/05/2001.

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 ~~enclos~~ stated
above.

*Acting
(C) S/2001*
Assistant Engineer(c),

Postal Civil Sub Division,
Shillong.

*Attached
by T. K. S.
Advocate*

Contd. Ax. No. 2

- 13 -

DUTY CHART OF SHRI BHABEESH SAIKELA (BELLAR/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 (8) 58 /

Chittagong 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		
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		

Engaged on duty
with effect from
16-04-2001

TOTAL NOS. OF DAYS WORKED = 15 days

Rs. 122.00 / day

Rs. 1830.00

Junior Engineer
Postal Civil Sub-Division, Shillong

Assistant Engineer
Postal Civil Sub-Division, Shillong

Attested
S. Seal
Advocate

03-05-2001

03/05/2001

14
DEPARTMENT OF POSTS: INDIA
O/O THE ASSTT. ENGINEER: POSTAL CIVIL SUB DIVISION:
SHILLONG

2
Anx. No. 3

NO: PCSD-SH/54/IV/Staff/1921

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 3 (three) nos.
bills received from Sri Boson Chetri, Contractor as
stated above, for further necessary action at your end
please.

Enclo:- As stated above.

Dinesh
01-02-2002
For Assistant Engineer
Postal Civil Sub Division
Shillong.

Affested
S. S. S.
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/SHP/CD/ 840
Dated 27.10.01

Name of labour engaged :- Shri Bhabesh Saikia

To,

The Executive Engineer, Postal civil Division, Shillong
Postal Civil Division, Shillong

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

Sir,

With reference to the 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		Working
02-01-2002	P		Working
03-01-2002	P		Working
04-01-2002	P		Working
05-01-2002	P		Working
06-01-2002	P		Working
07-01-2002	P		Working
08-01-2002	P		Working
09-01-2002	P		Working
10-01-2002	P		Working
11-01-2002	P		Working
12-01-2002	P		Working
13-01-2002	P		Working
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			

P.T.O.

Attested
S. S. Saikia
Advocate

BRITISH SUPPLYING LABOUR FOR NORWEGIAN BILDERMAN
ENDAGERED THROUGHT CONTRACTED LABOUR UNDERTAKING
Glasgow, 20th July 1902.

Regulations - Executive privilege - Postal civil Division (Urgent) - Order No. 10 (8882161) - Date: 11-07-1947

indirect stochastic rule - a beginning model to think

TOTAL NOS. OF DAYS WORKED = 13 days
 @ Rs. 123.00 per day = Rs. 1599/-

Attested
S. Sed
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 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,

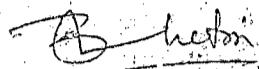
With reference to your above cited order, I am submitting my bill for the above month for necessary pass and payment as follows -

DATE	PRESENT / ABSENT (Denoted as "P") (Denoted as "A")	REMARKS
01-01-2002		
02-01-2002		
03-01-2002		
04-01-2002		
05-01-2002		
06-01-2002		
07-01-2002		
08-01-2002		
09-01-2002		
10-01-2002		
11-01-2002		
12-01-2002		
13-01-2002		
14-01-2002		
15-01-2002		
16-01-2002		
17-01-2002		
18-01-2002		
19-01-2002		
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	

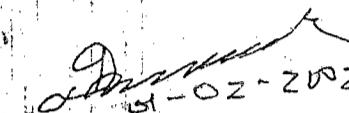
Alfred
S. Saikia
Bhabesh

TOTAL NOS. OF DAYS WORKED = 12 days

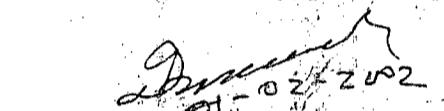
@ Rs. 123.00 / day = Rs. 1476/-



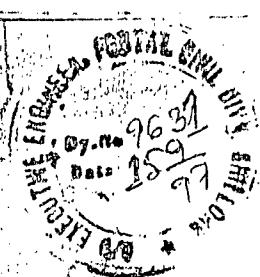
(Shri Boson Chetri
Contractor


Junior Engineer
Postal Civil Sub-Division,

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


Assistant Engineer
Postal Civil Sub-Division
Shillong


Addl. Secy & Adm. Officer



- 19 -

ANX. NO. 4

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

Dated: 16.09.97

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. S. S. S.
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) 12-9-97
CHIEF ENGINEER(CIVIL) HEADQUARTERS,
DEPARTMENT OF POST, DAK BHAVAN,
NEW DELHI-110001.

Contd. P-3/-

Affected
F. Legal
Advocate

-3-

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 Senior Architect (Postal).
6. All Architects (Postal).
7. Guard File.

Ref. No. 19/2/9/9
(H.S. KASOTIYA)
SUPERINTENDING ENGINEER(C) HQRS, POSTAL
DEPARTMENT OF POST, D.N.K. BHAWAN,
NEW DELHI-110001.

Affisted
S. legal
Associate

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 : *24/11/2000*

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
F. I. Seal
Advocate*

(1999) 3 Supreme Court Cases 601

(BEFORE S.B. MAJMUDAR AND U.C. BANERJEE, JJ.)

Appellant;

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TARY, H.S.E.B.

Versus

Respondents.

HANDBOOK AND OTHERS

made here are an appeal in the Appeals Nos. 11335-11359 of 1995[†] with Nos. 10863, 10541 of 1996 and
these appeals, the Board was, therefore, the Board was, therefore, decided on March 30, 1999

so, the question is, the said notification, Labour Law — Absorption — Claim to, by contract labour engaged in bogus contract — Grant of relief without resort to S. 10, Contract Labour (Regulation and Abolition) Act — Legality — Haryana State Electricity Supply (for short 'the Board'), being a licensee under Electricity Act and Electricity (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 240 days — Services of Safai Karamcharis so engaged, terminated after they worked for more than 240 days in the said establishment under the direction and administration of the Board — Relief — On facts, the contractor found only to be a name lender and that there was no genuine relationship 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, S. 10 — Applicability — Industrial Disputes Act, 1947, Ss. 2(s) & 10 — Absorption, entitlement to — Contract Labour (Regulation and Abolition) Act, 1970, S. 10 — Preamble — Expression "regulation" — Held, means regulation in public 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"

notification is that, period of five years in the previous year in which a provision supercedes such distribution of income in the assessment year in which the assessment was made and

taken by the Andalustos Cement Products word "substantial" proceedings to go into have required

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 14458 of 1994

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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 Bunder Panipat for a payment of a certain amount per month with a stipulation to work 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. K 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 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 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 concerned labour 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 *mens rea*, that K was merely a name-bearer, a broker or an agent of the Board for procuring labour for the Board from the open market. There was no proof of K being even a licensed contractor. In such circumstances, on dismissing the Board's appeal, the Supreme Court

Held:

Although the doctrine of "lifting of the veil", as enunciated in *Salomon*, 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 to the occasion to do justice between the parties in a manner as it deems fit.

Salomon v. Salomon & 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 the new millennium. The democratic polity ought to survive with full vigour. The status as enshrined in the Constitution ought to be given its full play and in this perspective the question arises — is it permissible in the new millennium to cry the cry of the labour force desirous of absorption after working for more than 12 days in an establishment and having their workings supervised and administered as 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 law courts feel the requirement in accordance with principles of justice, equity, good conscience, the law courts ought to rise up to the occasion to meet and fulfil the expectation of the people. The expression "regulation" cannot possibly be in contra public interest but in the interest of the public.

*Dena Nath v. National Fertilisers Ltd., (1992) 1 SCC 695 : 1992 SCC (L&S) 23
(1991) 4 SC 413, held no longer good law*

Gujarat Electricity Board v. Hind Mazdoor Sabha, (1995) 5 SCC 27; 1995 SCC 1166; JT (1995) 4 SC 264; *Air India Statutory Corp. v. United Labour Union*, 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 506 : 1978 Lab IC 1264; *Mangalore Ganesh Beedi Works v. Union of India*, (1974) 4 SCC 43 : 1974 SCC (L&S) 205 : (1974) 1 LLJ 367 : AIR 1974 SC 1832, *referred*.

Had there been any genuine, then obviously it would affect Labour (Regulation) Act therein. However, on the system prevailing at the principal employ-

the principal employer an account, more so when the principal employer under the so-called contractorable conclusion is that he and a screen and disguised and the real contractor employees, on the other side.

The Supreme Court upholds the decision of the High Court.

D. Interpretation of Slavery (Enslavement and Abolition) Act, 1970 in a manner by which social and institutional directives be given effect. — Section 14 and 39(a) — Slavery (Enslavement and Abolition) Act, 1970

E. Interpretation of Stat eulation and Abolition). A widest possible interpre tation and Abolition). A

6. Labour Law — Contr.
§. 10 — Nature of establish.
Such establishments, held, seasonal working

The doctrine of equality as
and the Contract Labour
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Contract Labour (Regulation) Act, so that social and economic directive be given.

The Contract Labour (Regulation and Abolition) Act, 1970

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John S. Seal
Advocate

oard (hereinafter "the Board") by the Government of Electricity Act, 1950, to keep the plants and stations in the State of H. d. er to keep the plants and stations in the State of H. d. ors. One such contract was awarded by the Board to a company from the Main Plant Building, Bhopal, for a month with a stipulation to extend the period. After completion of more than one year, the services of Karamcharis were terminated without any absorption in the employment of the Board, notwithstanding the length of service. The question arises whether the employees of the Board, Both the Executive and administrative and directed reinstatement in the continuity of service, albeit without the Board's supervision over the attendance of the employees, other statutory duties and having no control of the working of the employees, were engaged with the Board. It was found that the employees were merely a name lender, a broker to the Board from the open market, to whom the Board contracted. In such circumstances, the Board is liable to pay compensation to the employees.

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ICC 695 : 1992 SCC (L&S) 34

(1995) 5 SCC 27 : 1995 SCC (L)

1978) 4 SCC 257 : 1978 SCC 2
edi Works v. Union of India, (1978) 4 SCC 257 : AIR 1974 SC 1832, *referred to*

603
had 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 Labour (Regulation and Abolition) Act after following the procedure laid herein. However, on the facts of the present case, there was no genuine system prevailing at the relevant time wherein the Board could have acted as the principal employer and *K* as a licensed contractor employing labour on account, more so when the Board at the relevant time was not registered as a principal employer under the Act. Once the Board was not a principal employer the so-called contractor *K* was not a licensed contractor under the Act, the 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 and the real contractual relationship between the Board, on the one hand, and employees, on the other, could be clearly visualised. (Para 20)

Interpretation of Statutes — Particular Statute (Para 22)]

lution and Abolition) Act, 1970 — Held, ought to be read and interpreted in a manner by which social and economic justice may be achieved and the national directives be given a full play — Constitution of India, Preamble, 34 and 39(a) — Labour Law — Contract Labour (Regulation and Abolition) Act, 1970

Interpretation of Statutes — Beneficial legislation — Contract Labour (Regulation and Abolition) Act, 1970 — Words used in, held, should be interpreted, possible, in, the, light, of, the, object, of, the, Act.

widest possible interpretation — Labour Law — Contract Labour (Regulation and Abolition) Act, 1970 — Interpretation of Labour Law — Contract Labour (Regulation and Abolition) Act, 1970 — Interpretation of

1970] Law — Contract Labour (Regulation and Abolition) Act, 1970 —
of enactment of — Restated.

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

doctrine of equality as enshrined in the Constitution promised an egalitarian and the Contract Labour (Regulation and Abolition) Act, 1970 is the effect of such a constitutional mandate having its due focus in that view. The Supreme Court has interpreted the equality clause so as to mean that people of the country ought to be secured of socio-economic justice by way of Fundamental Rights and Directive Principles of State Policy. Socialism is to be treated as a mere concept or an ideal, but the same ought to be realized in every sphere of life. India is a Socialist State as the Preamble depicts and therefore, ought to be to distribute the common richness and strength of the country in such a way so as to subserve the need and the interest of the common man. Article 39 is a pointer in that direction. Therefore, the Contract Labour (Regulation and Abolition) Act, 1970 ought to be read and so that social and economic justice may be achieved and the final directive be given a full play. (Paras 3 and 10)

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

Affected
S. Social
Advocates

interpretation in regard to the words used and unless words are taken in 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. (Paras 10 to 12)

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 the same being perennial in nature, the legislature is candid enough to ~~regulate~~ abolition since involvement of the contractor may have its social evil of exploitation and thus the contractor ought to go out of the scene bringing the principal employer and the contract labourers rendering the employment direct, and resultantly a direct employee. (Para 13)

Air India Statutory Corp. v. United Labour Union, (1997) 9 SCC 377 : 1997 SCC (L&S) 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 exercise of control of Haryana State Electricity Board over the working of the contract labour) given by the Labour Court was otherwise perverse or suffering from an error apparent on the face of the record, held, could not be interfered with by 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 (1994) 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 not sought before Labour Court nor before High Court, although is not granted in normal circumstances particularly at the stage of hearing, granted in view of special facts — However, the opportunity not utilised by the applicant — Labour Law — Contract Labour (Regulation and Abolition) Act, 1970, Section 1 — 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 Corp. v. United Labour Union* 609, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 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SECY., H.S.E.B. v. SURESH (Banerjee, J.)

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Less words are taken to
the framers of the law.

601 SCC 305 : 1983 SCC (L&S) 145 : AIR 1983 SC 130, D.S. Nakara

605f

v. Union of India

603 SCC 625 : AIR 1980 SC 1789, Minerva Mills Ltd. v. Union of

India

605c

604 SCC 257 : 1978 SCC (L&S) 506 : 1978 Lab IC 1264, Hussainbhai

v. Alath Factory Thezhilali Union

607a

604 SCC 43 : 1974 SCC (L&S) 205 : (1974) 1 LLJ 367 : AIR 1974 SC

1832, Mangalore Ganesh Beedi Works v. Union of India

607c

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

608f

contract labour wherever
the industry. (Paras 10 & 11)

employed in an establishment
not arise but in the event of
it is candid enough to recogni-
tive have its social evil of
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a rendering the employment

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

questions of fact -- steps to
this case, regarding the out-
: the working of the consti-
perverse or suffering from
ould not be interfered with.

-- Practice and procedure
(Para 12)

C 304 : 1994 SCC (L&S)

As a matter of fact this Court has been candid enough on more

and procedure -- Addi-
tence that appellant Harjinder

tion of its establishment
where the same was held

st, although is not granted
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utilised by the applicant

(Abolition) Act, 1970, S. 7

-- Filing of, before Supre-
(Para 24)

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lore and Ashok Kr. Ma

1991 SC 109, 170, Air
on paper
tion 609f, 612g-h, 612A

613a, 614b
SC 264, Gujarat

a v. Steel Authority

1991 SC 413, Dera Nath

601 SCC 305 : 1983 SCC (L&S) 145 : AIR 1983 SC 130, D.S. Nakara

v. Union of India

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603 SCC 625 : AIR 1980 SC 1789, Minerva Mills Ltd. v. Union of

India

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604 SCC 257 : 1978 SCC (L&S) 506 : 1978 Lab IC 1264, Hussainbhai

v. Alath Factory Thezhilali Union

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604 SCC 43 : 1974 SCC (L&S) 205 : (1974) 1 LLJ 367 : AIR 1974 SC

1832, Mangalore Ganesh Beedi Works v. Union of India

607c

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

608f

ment of the Court was delivered by

NERJEE, J. — The doctrine of equality as enshrined in the Constitution

and an egalitarian society and the Contract Labour (Regulation &

tion) 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

not speak of mere formal equality before the law but embodies the

of real and substantive equality which strikes at the inequalities

on account of vast social and economic differentiation and is thus

an essential ingredient of social and economic justice. In short,

Court has equated the security clause in the Constitution so as to mean

the people of the country ought to be secured of socio-economic justice

of a fusion of Fundamental Rights and Directive Principles of State

As a matter of fact this Court has been candid enough on more

than one and rather frequently to note that socialism ought not to

as a mere concept or an ideal, but the same ought to be practised

any sphere of life and be treated by the law courts as a constitutional

since the law courts exist for the society and are required to act as

angels of the society. As a matter of fact the socialistic concept of

is very well laid in Part III and Part IV of the Constitution and the

being supreme, it is a bounden duty of the law courts to give

and offer reality to such a concept.

In this context reference to the Constitution Bench decision of this

in *Nakara case* (D.S. Nakara v. Union of India)² seems to be rather

This Court stated that democratic socialism aims to end poverty,

disease and inequality of opportunity. The primary impact of

as a matter of fact is to offer and provide security of life so that the

of the country may have two square meals a day, and maintenance of

minimum standard of life, it is expected, would lead to the abridgement of

between the haves and the have nots. The feudal exploitation and

concept of law ought not to outweigh the basic structure of the

stitution or its socialistic status.

Ours is a Socialist State as the Preamble depicts and the aim of

therefore, ought to be to distribute the common richness and the

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

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

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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 it is in this perspective again that the enactment in the statute-book as mentioned 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 arose 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 Power 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 of reference by the State Government on 27-12-1988 to the Labour Commission, Ambala which was subsequently transferred to Panipat. On the factual score, it appears that the Labour Court upon consideration of 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 which shall revert to the order of the Labour Court for further consideration. It may however be noted that as against the order of the Labour Court, the appellant filed writ petitions in the High Court of Punjab and Haryana, which however, disposed of by a common judgment and order dated 24-1-1991, *inter alia*, recording that there existed a relationship of employment between the 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

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

"3. Who is employee?" is a question raised here but concerning the High Court, we give short answer that the question is not entered into agreements between the respondent-Union's and employer-employee *vinculum* and workmen.

4. This argument is important and claw' and under the Preamble to the Constitution of India, the industrial jurisprudence of Third World Jurisprudence relied on British and American law and the relationship is different. Industrial law which runs to the conditions of poverty aplenty, wages. Raw societal reality of competitive market economy law when the weaker livelihood through labour, classical law of contracts and exploitative situations according to error in its holding against

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

3978 4 SCC 257 : 1978 SCC (L&F) 125
1974 1 LLJ 367 : AIR 1974 SC 15

is a pointer in that during these matters the High Court did place strong reliance on the decision 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, diehard 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 the respondent-Union's intermediate workmen, and so no direct employer-employee *vinculum juris* existed between the petitioner and the workmen.

above, be it noted these appear to be the Division Bench of the Haryana High Court.

Haryana State Electricity Board ("Safai Karamchari Board") is a statutory Board with a wide range of power to urban and rural areas. It has various plants and stations. The stations are clean and hygienic. The awards contracts to contractors for "proper, complete and regular collection of garbage from the Main Piped Supply" per month with a stipulation of effect from 15-5-1987. The contractor took over the work of stated Safai Karamcharis. A dispute raised by the Safai Karamchari Board, the matters were referred however in an order dated 12-1-1988 to the Labour Commissioner to Panipat. On the 24-1-1988, upon consideration of the impugned award, the respondents are otherwise entitled to 10% back wages. The Court, the appellant in this case and Haryana, which issued order dated 24-1-1988, relationship of employer and respondents and by payment of the respondents' back wages. While the

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 fact, the employer. He has economic control over the workers' insistence, 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 direct relationship *ex contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the intermediate 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 *Galore Ganesh Beedi Works v. Union of India*, (1974) 4 SCC 43 : 1974 SCC (L&S) 205 :

1 LLJ 367 : AIR 1974 SC 1832

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labour legislation casts welfare obligations on the real employer on Articles 38, 39, 42, 43 and 43-A of the Constitution. The Court be astute to avoid the mischief and achieve the purpose of the law not be misled by the *maya* of legal appearances."

8. Incidentally, the claim of the workmen arises by reason of discontinuation of the service at the units belonging to the appellant. The Labour Court while adjudicating the issue, as to the justification of termination of services of the workmen in terms of the order of reference under Section 10 of the Industrial Disputes Act, 1947 came to a conclusion on the basis of evidence tendered that the workforce did not work for more than 240 days in the year and as a matter of fact, there was no dispute raised on that score by the Board and it is on this factual score that the Labour Court did record that the presence of an intermediary would however, alter the situation as regards the existence of relationship between employer and the workmen and thus between the Board and the employer and the workmen and as such answered the reference in the affirmative, resulting in a finding that the workmen are entitled to be reinstated with continuity of service along with 10% back wages. It is this finding of the Labour Court which stands accepted by the High Court in writ petitions under Article 226 of the Constitution challenging the validity of the award of the Labour Court. The High Court, as noted above, rejected the writ petitions stating thereby:

"On the admitted facts of the case it is to be ascertained whether after complying with the principle of lifting of the veil, the existence of the relationship of workman and employer is sufficient or not. After critically examining the evidence led in the case, the court below has come to the conclusion that there existed a relationship between employer and workman between the contesting parties and that the intermediary contract was just an eyewash."

9. The High Court did in fact note with care and caution the doctrine of "lifting of the veil" in industrial jurisprudence and recorded that in the context of facts and upon lifting of the veil, question of having any contractual relationship between the contesting parties would not arise and as such directed reinstatement though, however, without any back wages. While it is true that the doctrine enunciated in *Salomon & Co. Ltd.*⁵ came to be recognised in the corporate jurisprudence but its applicability in the present context cannot be doubted, since the court invariably has to rise up to the occasion to do justice between the parties in a manner as it deems fit. Roscoe Pound stated that the great virtue of the law court is flexibility and as such and when the situation demands, the law court ought to administer justice in accordance therewith and as per the need of the situation.

10. Turning attention, however, on to the legislative intent in the context of enactment of the Act of 1970, at the first blush itself, it appears that in expression of its intent, the legislature very aptly coined the enact:

⁵ 1897 AC 22 HL.

*Affid 28
8. Feb 1997
S. A. Desai &*

real employer, for regulation and abolition of contract labour. Conceptually, the engagement of contract labour by itself lends to various abuses and in this connection, the purpose of the law is to bring the practice in accordance with the devout objective as enshrined in the Constitution and as hereinbefore, this enactment has been introduced in the statute-book arises by reason of the fact that in 1970, to regulate contract labour and to provide for its abolition to the appellant in the 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 fields of employment where it is not otherwise possible to have continuous employment and as such, regard being had to the necessities of the industry, the Act of 1970 provides for continuation of contract labour. In this factual scenario, 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:

- 1) to abolish the contract labour; and
- 2) 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 case of the engagement of labour force through an intermediary which is

case in the ordinary course of events and involves continuity in the sense that the legislature is candid enough to record its abolition since the engagement of the contractor may have its social evil of labour exploitation and the contractor ought to go out of the scene bringing together the employer and the contract labourers rendering the employment as resultantly a direct employee. This aspect of the matter has been set forth in great lucidity, by one of us (Majmudar, J.) in *Air India Statutory Fund vs. 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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benefit and for the purpose of the principal employer and who work on his establishment through the agency of the contractor, these contract workers carry out the work of the principal employer which is of a perennial nature and if provisions of Section 10 attracted and such contract labour system in the establishment abolished on fulfilment of the conditions requisite for that purpose, it is obvious that the intermediary contractor vanishes and along with vanishes the term 'principal employer'. Unless there is a commercial agent there is no principal. Once the contractor intermediary goes term 'principal' also goes with it. Then remains out of this contractual scenario only two parties — the beneficiaries of the abolition of the erstwhile contract labour system i.e. the workmen on the one hand and the employer on the other who is no longer their principal employer but necessarily becomes a direct employer for these erstwhile contract labourers. It was urged that Section 10 nowhere provides for any contingency in express terms. It is obvious that no such express provision was required to be made as the very concept of abolition of contract labour system wherein the work of the contract labour of perennial nature for the establishment and which otherwise would have been done by regular workmen, would posit improvement of the lot of such workmen and not its worsening. Implicit in the provision of Section 10 is the legislative intent that on abolition of contract labour system, erstwhile contract-workmen would become direct employees of the employer on whose establishment they were earlier working and enjoying all the regulatory facilities on that very establishment. Chapter V prior to the abolition of such contract labour system. That the legislature has expressly not mentioned the consequences of abolition, but the very scheme and ambit of Section 10 of the Act clearly indicates the inherent legislative intent of making the erstwhile contract labourers direct employees of the employer on abolition of the intermediary contractor. It was contended that the contractor might have employed a 'number' of workmen who may be in excess of the requirement and, therefore, the principal employer on abolition of contract labour may be burdened with excess workmen. It is difficult to appreciate this contention. The very condition engrafted in Section 10(2)(d) shows that while abolishing contract labour from the establishment, one of the relevant considerations for the appropriate Government is to ascertain whether it is sufficient to accommodate a considerable number of whole-time workmen. Even otherwise there is an inbuilt safety valve in Section 21 of the Act which enjoins the principal employer to make payment of wages to the given number of contract workmen whom he has permitted to be brought for the work in the establishment if the contractor fails to make payment to them. It is therefore, obvious that the principal employer as a worldly business man in his practical commercial wisdom would not allow the contractor to bring a larger number of contract labour which may be in excess of the requirement.

requirement of the principal employer would see to it that workmen who are required to of the principal employer or agency of the contractor. In framed thereunder clearly in required for the given contr 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 continual nature but a continued maintenance of the statute. The number has been specified in the contract between the Board and the attendants. Our Court. Maintenance of liabilities has also not been decided by our Court, (to wit Exb. M-5) in the case of contract labour including a stipulation that the labourers shall deliberately refrain themselves beyond the purview of writ of habeas corpus but the factum of the Board and as dealt with by the Labour Court. It is on this perspective that the judgment and record of the Labour Court, since no record has been filed.

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currence to the observation
ved at by the Labour Cou-
rcising powers under Arti-
erwise perverse or there is
ord.

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

Employer and who is the contractor. The 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. The principal employer on his establishment through, of course, the contractor. In fact the scheme of the Act and regulations made thereunder clearly indicate that even the number of the workmen required for the given contract work is to be specified in the licence issued and along with this there is a condition 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, 1908. This maintenance work cannot by any stretch be ascribed to be of a general nature but a continued effort to achieve the purpose of its existence under these erstwhile conditions of the statute. The number of employees required for such purpose here provides for the same to be specified in the contract itself and as a matter of fact supervision of such work by the Board as regards the attendance has also not been disputed before the Labour Court. Maintenance of records pertaining to other statutory duties and responsibilities has also not been disputed. Documents, as disclosed before the Labour Court, (to wit Exh. M-5) depict the overall control of the working of contract labour including administrative control being with the Board. We deliberately refrain ourselves from going into the same, since that would fall within the purview of writ jurisdiction and may amount to an appraisal of the contract labour system. The direct employees of the Board and as dealt with by the Labour Court cannot in any way be interfered with by the Labour Court, since no reasonable person could come to a conclusion upon lifting the veil. In the contextual facts, we also record our adherence 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 either 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 cause before coming to such a conclusion. Otherwise, also in view of the principle laid down by the Supreme Court in *R.K. Panda 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 *Panda v. Steel Authority of India*, (1994) 5 SCC 304 : 1994 SCC (L&S) 1978

*Alka Patel
Associate*

nature of the work being carried on by the petitioner, the nature of work which were performed by the respondent-workmen, the continuity of work for which the labour was employed and the fact that the wages were paid by the petitioner-employer who supervised and controlled not only the attendance but also discipline of the workmen in the discharge of their duties and keeping in view the conditions of contract of employer with Kashmire Singh, Contractor, there is no other conclusion which can be arrived at except the one that there existed a relationship between 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 the maximum amplitude, it would be a violent injustice to the framers of law. As a matter of fact the law is well settled by this Court and we need not dilate much by reason therefor to the effect that the law courts exist for 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 — is it permissible in the new millennium to decry the cry of the workers force desirous of absorption after working for more than 240 days in the establishment and having their workings supervised and administered by the agency within the meaning of Article 12 of the Constitution -- the answer cannot possibly be in the affirmative -- the law courts exist for the sake 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 be 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. Nalco Fertilisers Ltd.*⁸ in support of the Board's contention, however, is diluted by reason of the decisions of this Court in *Gujarat Electricity Ltd. v. Hind Mazdoor Sabha*⁹ and *Air India Statutory Corp. v. United Lorry Union*.⁶ The ratio as has been decided in *Air India case*⁶ appears to be

ened the edges of *Dina N.
ta case*⁶ this Court has, as
the catena of cases pertain-
ingly unnecessary to deal v-
erding some observations e-
(9), para 66).

"In this behalf, it is necessary to understand the contract labour system, by which the statutory obligations between the contractor and the relationship stood restored, contract labour as its employer, the workmen in the respective required to be absorbed in 20. It has to be kept in view

21. Before we conclude, I would like to add a few words. It has been noticed, to the effect that in the case of *Shri D. S. Sankar*, the Board has in fact rejected his documentary evidence. However, no such case has been before the Labour Court or before the

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

9 (1995) 5 SCC 27; 1995 SCC (L&S) 1160, JT (1995) 4 SC 641.

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petitioner, the nature of duties of workmen, the continuity of the work and the fact that the wages were supervised and controlled not by the workmen in the discharge

conditions of contract of the workmen, there is no other conclusion that there existed a relationship of working parties and the Labour Act is impugned in this petition."

that the Contract Labour Act is a beneficial piece of legislation and receive the widest possible interpretation unless words are taken to the effect that it is an injustice to the framers of the Act by this Court and we need not say that the law courts exist for the question posed in the matter of the interpretation of the question of interpreting the Act would not be justified. On the other hand, the amplitude ought to be offered to the legislation would lose its meaning of the intermediary, but of law is no longer available as a beneficial piece of legislation. The democratic polity ought to be enshrined in the Constitution. From this perspective the question arises as to whether the cry of the labourer for more than 240 days in a year is to be revised and administered by the Constitution — the answer is that the law courts exist for the society's requirement in accordance with the expectation of the people. This is contra public interest.

case of *Dena Nath v. Nath*, the contention, however, stands in *Gujarat Electricity Board v. Gujarat Electricity Board* and *United Latex v. India case*⁶ appears to be

ned the edges of *Dina Nath's* ratio. While dealing with this issue in *Air India case*⁶ 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*⁶ 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 worker 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 had 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 contract system prevailing at the relevant time wherein the Board may have acted as only the principal employer and Kashmir Singh as a licensed 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 is to the effect that the so-called contract system was a mere camouflage, 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.

II. Before we conclude, the other aspect of the matter as has been argued 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, i.e., the Board has in fact applied for registration of establishment and documentary evidence available in support thereof. Though, however, no such case has been made out nor the issue raised either before the Court or before the High Court, this Court, however, to subserve

Affested
S. Asst
Associate

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the ends of justice permitted the appellant to file documentary evidence in support of the same and as such three weeks' time was granted before the conclusion of the hearing on 13-1-1999 so that the same may be produced before the Court. We however wish to place on record that in the circumstances, no such opportunities are granted, especially at this stage of the proceeding, but by reason of special facts, which are singularly situated, this Court granted such an opportunity so as to meet the ends of justice. The appellant, however, has failed to obtain such an opportunity and as a matter of fact no such documentary evidence has seen the light of day even though such an opportunity to the appellant.

22. In that view of the matter, we do not see any merit in these appeals and the appeals therefore fail and are thus dismissed. No order however costs.

23. In view of the order as above, we do not deem it fit to pass any order in the pending interlocutory applications including the application for contempt and the same thus stand disposed of, without any order as to costs.

(1999) 3 Supreme Court Cases 614

(BEFORE K.T. THOMAS AND M.B. SHAH, JJ.)

T.C. MATHAI AND ANOTHER

Versus

DISTRICT & SESSIONS JUDGE,

THIRUVANANTHAPURAM, KERALA

Appellants
Appealed with the permission of the court

rule is in harmony with S. 32 of the

is a non-advocate to appear and repre

sent that if the appearance is to be

seek and gain permission of the court

the 'pleader' so appointed be a pow

er — Permission of the court is

Advocates Act, 1961, S. 32 — Represent

— "any person", "pleader" —

representation by non-advocate — Constitut

— "Pleader"

Criminal Procedure Code, 1973 —

— Criteria for consideration by

the court to appear on behalf of any party

— Appearance is necessary and satisfy itself

— Appointed has the ability to assist the

— Issues involved in the case — In the ad

— necessary that the court gets p

— Single Bench of the High Court and writ appeal by the Division Bench —

— the Division Bench of the High Court rightly dismissed the writ appeal

— power-of-attorney holder — Practice and procedure — Appearance in

— Held : — Under Sections 303 and 2(q) CrPC it

— should be the power-of-attorney holder

— When the Criminal Procedure Code requires the appearance of an accused in the court it is no compliance with it if a power-of-attorney holder appears for him.

— From the Judgment and Order of the 12-12-1998 of the Kerala High Court in W.A. No. 1978

See
Also

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IN THE CENTRAL ADMINISTRATIVE TRIBUNAL

GUWALIATI BENCH :: GUWALIATI.

O.A.NO. 87 OF 2002

Filed by
(A. DEB ROY)
St. C. C. S. C.
C. A. T., Guwahati Bench

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 para - 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 O.A., the respondents beg to offer no comments.

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. 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 it 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 mazdeers.

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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 ~~if~~ ~~is~~ 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 ~~been~~ 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

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

I, Shri Robin Kumar Gangopadhyay presently working as a Ex.Engineer Postal Civil Dr/ 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 submissions before the Hon'ble Tribunal, I have not suppressed any material facts.

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

Robin Kumar Gangopadhyay.

O/o. the EB (C)	
PCD, Shillong	
EE, PCD Shillong	

Declarant.

O/o. the EB (C)	
PCD, Shillong	
EE Shillong	
S. AO/AO PCD, Shillong	