

**IN THE CENTRAL ADMINISTRATIVE TRIBUNAL  
HYDERABAD BENCH: HYDERABAD**

**Original Application No.21/335/2018 & MA 381 of 2018**

**Reserved on: 05.12.2018  
Order pronounced on: 06.12.2018**

Between:

P. Penchallaiah, Aged about 37 years,  
S/o. P. Penchallaiah, MTS (out sourcing),  
o/O. The Welfare & Cess Commissioner,  
Labour Welfare Organization,  
Ministry of Labour & Employment,  
Kendriya Sadan, Hyderabad – 500 095.

...Applicant

**And**

1. Union of India,  
Rep. by its Secretary to the Govt. of India,  
Ministry of Labour & Employment,  
Shram Sakthi Bhawan, Rafi Marg, New Delhi – 110 001.
2. The Welfare & Cess Commissioner,  
Labour Welfare Organization,  
Govt. of India, Ministry of Labour & Employment,  
Kendriya Sadan, Koti, Hyderabad – 500 095.
3. V. Rajesh, aged about 32 years,  
S/o. V. Kanaka Raju,  
Manpower Supplier, H. No.3-61/3/61,  
Nethaji Colony, Gulmohar Park Colony,  
Serlingampally, Hyderabad – 500019.

...Respondents

Counsel for the Applicant ... Mr.T. Koteswara Rao  
Counsel for the Respondents ... Mrs.K. Rajitha, Sr. CGSC

***CORAM:***

***Hon'ble Mr. B.V. Sudhakar ... Member (Admn.)***

***ORDER***

***{As per Hon'ble Mr. B.V. Sudhakar, Member (Admn.)}***

The OA is filed praying for a direction to the respondents to get the wages of the applicant enhanced from Rs.6,700 to Rs.12,000 and for payment

of arrears of wages in accordance with G.O of the Govt. of Telangana dt. 19.2.2016.

2. Brief facts of the case are that the Labour Welfare Organisation (LWO) working under the aegis of the Ministry of Labour, G.O.I, implements schemes in unorganised sector for beedi workers, cine workers and non –coal mining workers. The 2<sup>nd</sup> respondent who heads LWO at Hyderabad has awarded the contract of supplying manpower to the 3<sup>rd</sup> respondent for his dispensaries run as part of Health schemes and also for his office from the year 2012 for a period of two years, which was later extended up to 30.4.2018. The terms of contract inter alia include that the wages to the outsourced employees shall correspond to that as fixed by the State Government of Telangana. The applicant is an MTS (Multi Tasking Staff) working on outsourcing basis in the 2<sup>nd</sup> respondent office through the 3<sup>rd</sup> respondent for a monthly remuneration of Rs6,700 as per G.O No 3 dt 12.1.2011. Presumably, this was the quantum of wages then fixed by the Govt. of Telangana. The Govt. of Telangana has revised the wages payable to outsourcing staff w.e.f. 01.01.2016. Based on the same, the 3<sup>rd</sup> respondent approached the 2<sup>nd</sup> respondent for revision which was agreed to and given effect to from 1.4.2017. However, the applicant was paid enhanced wages for the month of January 2018 @ Rs 12000 and thereafter @ Rs.6,700 per month from February 2018. The wages for the month of March 2018 are yet to be paid to the applicant.

3. The contentions of the applicant are that as per GO dt 19.2.2016 of the Govt. of Telangana enhanced wages are to be paid w.e.f. 1.1.2016. Even

clause 5 of the work order issued by the 2<sup>nd</sup> respondent dt 18.4.2012 provides for enhanced wages. Hence discontinuance of the same is illegal.

4. Respondents resist the OA on the ground of lack of jurisdiction. It has been contended that the applicant, an outsourced employee working under a labour contractor supplying labour to the respondent organisation, is not a Government Employee and hence is outside the purview of the provisions of Section 14 of the Administrative Tribunals Act, 1985. As and when the Govt. of Telangana enhances the minimum wages payable to outsourcing staff, it is the duty of the labour contractor to accordingly increase the wages of the applicant and the respondents will reimburse the same as per clause 5 of the supply order dt 18.4.2012. The labour contractor is bound to follow the rules and regulations laid down by the Govt. In case the contractor is not releasing the wages the applicant should invoke the applicable labour laws and approach the competent authority.

5. Heard the learned counsel and perused the documents placed on record. Both the counsel argued as per the written submissions submitted. The learned counsel for the applicant forcefully argued that it is the responsibility of the respondents to ensure that the appropriate wages are paid in time. It was equally countered with comparable vigour by the learned counsel for the respondents that the issue has no base whatsoever to be agitated before this Tribunal.

6. The issue essentially relates to as to whether an outsourced employee who is engaged by a labour contractor can approach this Tribunal for relief. Records placed before the Tribunal do confirm that the respondents have placed a supply order on a labour contractor to supply labour vide their letter

dated 18.4.2012. The applicant is one among the labourers, supplied by the labour contractor, who is working for the respondent organisation. Clause 5 of the supply order states that as and when the minimum wages are revised by the State Government of Telangana, the labour contractor should pay the same under a mutual agreement for reimbursement by the respondent organisation. The issue is between the labour contractor and the applicant and the respondents have no role to play in this regard, much less through the medium of the Central Administrative Tribunal. In case the contractor does not supply the labour the respondents can only cancel the contract but cannot interfere in regard to the affairs between the contractor and his employees. Only on proper proof of payment of wages being submitted to the Respondent Organisation that the respondents would release the payments as per clause 9 of the supply order. There is no provision in the supply order for the respondents to interfere if there is any dispute between the labour contractor and his employee. The applicant is not covered by Section 14 of the Administrative Tribunal Act as he neither holds a civil post nor he is a member of the civil service as defined in the Act. Hon'ble Supreme Court has observed in **P.Lal v U.O.I reported in AIR 2003 SC 1499** as under:

*“Section 14 vests in the Tribunal the jurisdiction, power and authority earlier exercised by Courts in respect of service matters.”*

Again, the service matters shall pertain to any All-India Service or to any civil service of the Union or a civil post under the Union and the applicant being not coming under any of the above category, the present issue is not a service matter in terms of the Administrative Tribunals Act. It is a labour dispute between the labour contractor and his employee and hence it has to be contested in a labour forum. Honourable Supreme Court has

consistently held in a cornucopia of decisions including **Union of India v Gobinda Prasad Mula, AIR 2013 SC 1074** that

*“Employee working in Unit run Canteen of Air Force does not hold a civil post. He is not a civil servant. Administrative Tribunal has no jurisdiction over him.”*

In the present case too, the applicant does not hold any civil post and thus his case does not come within the purview of the Administrative Tribunal. Moreover, the engagement of outsourced labour is a policy issue of the respondent organisation and the Tribunal cannot interject in policy issue, as per the observation of the Honourable Supreme Court in P.U Joshi v Accountant General, Ahmedabad reported in AIR 2003 SC 2156. The learned counsel for the applicant has submitted the judgment of the Honourable High Court of judicature at Hyderabad for the State of Telangana and the State of Andhra Pradesh in W.P 40217 of 2018 wherein the prayer was exclusively in regard to recruitment of the petitioners in the writ petition filed. That case in view of the specific prayer relating to the claim for employment under the Government Service for which Recruitment Regulations were sought to be framed and without impleading the contractor, is disparate and thus distinguishable on the facts and circumstances of the case in hand. In the present case, the contractor has been impleaded and further the subject matter is implementation of a term of the bilateral contract between the respondent and the contractor, a factor which does not fall within the jurisdiction of this Tribunal. The forum for the claim of the applicant lies elsewhere.

7. Thus based on facts, provisions of the Administrative Tribunal Act and the observations of the Honourable Supreme Court the present case does not come within the ambit of the Administrative Tribunal to adjudicate.

8. Hence there is absolutely no scope to intervene and therefore the OA is dismissed. Consequently, MA 381/2018 stands dismissed. No order to costs.

**(B.V. SUDHAKAR)**  
**MEMBER (ADMN.)**

Dated, the 6<sup>th</sup> day of December, 2018

*evr*