

**IN THE HIGH COURT AT CALCUTTA**  
**Constitutional Writ Jurisdiction**  
**APPELLATE SIDE**

**Present:**

**The Hon'ble Justice Shampa Dutt (Paul)**

**WPA 11917 of 2025**

**Bridge and Roof Company (India) Ltd.**  
**Vs**  
**Union of India & Ors.**

**For the Petitioner** : Mr. Soumya Majumdar, Sr. Adv.  
Mr. Suvankar Sarkar,  
Ms. Ditsha Dhar,  
Ms. Sakshi Singh.

**For the Respondent No.2** : Mr. Sabyasachi Chatterjee,  
Mr. Imtiaz Akhtar,  
Mr. Subhajit Saha,  
Mr. B. Karim.

**For the Respondent Nos.3,4,6 & 7** : Mr. Sayantan Basu, Sr. Adv.  
Mr. Abhishek Chakraborty,  
Mr. Dripto Bhattacharyya.

**For the Respondent No.5** : Mr. Tanmoy Khan.

**For the Union of India** : Mr. Sahasrangshu Bhattacharyya,  
Mr. Lokenath Chatterjee.

**Judgment reserved on** : 27.08.2026

**Judgment delivered on** : 30.09.2026

**Shampa Dutt (Paul), J.:**

1. The writ application has been preferred challenging an award dated 13.11.2024 passed by the Central Government Industrial Tribunal, in case no. 39 of 2022.
2. Vide the impugned order under reference dated 13.11.2024, the Learned Tribunal held:-

*“Therefore, this Tribunal is of view the union of the **contractor employees** of M/s. Bridge & Roof Co. (India) Ltd., Kolkata is justified in demanding minimum rate of wages fixed by Central Government from time to time and which should also include special allowance i.e. variable dearness allowance, linked the consumer price index number which is normally revised twice a year. However, nothing has come on record to show that the Minimum Rate of Wages of the contractor employees working for M/s. Bridge & Roof Co. (India) Ltd., Kolkata, was/is Rs.26,000/- per month per worker.*

*Accordingly, the above two issues are disposed of.*

*Reference No.39 of 2022 is allowed in part, in favour of the union. The contractors' employees working for M/s. Bridge & Roof Co. (India) Ltd., Kolkata, are entitled to get Minimum Wages at the rate fixed by Central Govt. from time to time. **M/s. Bridge & Roof Co. (India) Ltd., Kolkata, is bound to pay Minimum Rate of Wages fixed by Central Govt. from time to***

***time to its contractors, for making payment to the employees engaged by them, to work for M/s. Bridge & Roof Co. (India) Ltd., Kolkata. An award to that effect is hereby passed.”***

3. The petitioner’s case in short is that Bridge and Roof Company (India) Limited awarded contracts to several contractors through tenders with a condition that minimum rates of wages should be paid to the labourers.
4. The contractors changed the working sites of such labourers to different sites. The service conditions of the workers of the contractors are regulated by mutually accepted standards of the conditions of employment, and the workers are regular employees of the contractors. The contractors have paid to their regular employees, such wages which are more than the minimum rates declared by the State Government.
5. The present dispute pertains to the Howrah Factory, which is licensed by the Factories Inspectors appointed by the Government of West Bengal. An industrial dispute was raised by Bridge and Roof Contractors' Shramik Union demanding that the contractual workers should be paid an amount of Rs.26,000/- (Rupees Twenty-Six Thousand only) as minimum wages in the establishment, or in the alternative, the Central Government notified minimum rates of wages.
6. It is contended that the award may be held to be perverse on the ground of not even hearing the contractors, albeit by impleading

them as parties during the adjudicatory proceeding. Non-joinder of all the necessary parties (contractors) in the proceeding before the Learned Industrial Tribunal has made the award perverse, and suffering from a manifest error in the decision-making process.

**7. The petitioner submits that the impugned award is bad in law for the following reasons:-**

- i.** The Central Government made a reference on August 26, 2022. The dispute herein was pertaining to whether the reimbursement of Rs. 26,000/- as minimum wages paid by Bridge and Roof Company (India) Private Limited (principle employer) to the contractors is proper, legal or justified; and if not, then whether the implementation of Central minimum wages as per the notification issued by the Central Government with regard to the payment of such minimum wages is proper, legal and justified. Thus, the demand for adjudication was not fixed; rather the issues referred for adjudication were in the alternative.
- ii.** The Learned Central Government Industrial Tribunal has proceeded to pass an ex parte award against the Principal Employer (Bridge and Roof Company (India) Private Limited).
- iii.** The finding is perverse and ex-statutory. It militates against the fundamental concept of “industrial dispute” under the Industrial Disputes Act, 1947. A dispute

between a Principal Employer and Contract Labour is never an industrial dispute.

- iv.** Dispute was raised by the union of contract labourers, both against contractors and principal employers – “industrial dispute” as understood within the meaning of Section 2(k) of the Industrial Disputes Act, 1947 is not a dispute between the principal employer and the contract labour but between the employers and their direct workmen. A reference of an industrial dispute between Principal Employer and Contract Labourers, when there is no reference of issue as to the genuineness of contract, is not maintainable. Please Refer-

***i) Gujarat Electricity Board Thermal Power Station, Ukai, Gujarat vs Hind Mazdoor Sabha and Ors., (1995) 5 SCC 27 (para 53 (ii)).***

***ii) Steel Authority of India Ltd., IISCO Steel Plant vs The State of West Bengal & Ors. 2026 LLR 156 (para 17-19, 52-55).***

- v. The Tribunal held that union could not prove the basis for minimum wages at the rate of Rs. 26,000/- per month. Thus, the claim of the union was rejected as an unjustifiable demand.**
- vi. However, it was held that since the regular/permanent employees get Central Pay Scale, the contract labourers should not be getting the State**

**Government's minimum** wages. This is an irrelevant consideration since contractual arrangement between Principal Employer and its contractors cannot regulate the conditions of employment between the Contractors and their employees/Contract Labourers. ***In SAIL's case, it was held that for SAIL, "Appropriate Government" is State Government in respect of the Industrial Dispute Act, 1947 and the Contract Labour (Regulation and Abolition) Act, 1970***".

***Steel Authority of India Ltd. & Ors. vs National Union Waterfront Workers & Ors. (2001) 7 SCC 1 (Para 39,127).***

Furthermore, the **Hon'ble Karnataka High Court** has held that the **"Appropriate Government" is State Government for a private contractor engaged by a CPSE.**

***Mr. Prashob Balakrishnan P. vs The Senior Labour Inspector, Bangalore, (2013) 138 FLR 500 (Para 19,21,22).***

- vii.** Further, "Contract Labour" as understood under Section 2(m) of the Occupational Safety, Health and Working Conditions Code, 2020 clearly enumerates that a worker who is regularly employed by the contractor for any activity of his establishment, wherein his employment is governed by mutually accepted standards of the

conditions of employment, is not included within the purview of the definition of "Contract Labour". Thus, the regular/permanent employees of Bridge and Roof Company (India) Limited, who are not "workmen" within the meaning of the Industrial Disputes Act, 1947 getting paid in accordance with the Central Pay Scale shall not have any bearing upon the payment made to the Contract Labourers and accordingly, the "Appropriate Government" is the State Government in respect of the Industrial Disputes Act, 1947 and the Contract Labour (Regulation and Abolition) Act, 1970, for Bridge and Roof Co.(India) Ltd.

8. Mr. Majumder argues that the award has had the effect of modifying the terms of the tender, on the basis whereof Bridge and Roof had selected the contractors.

9. It is further stated that:-

- a) The relief is wholly without jurisdiction; since fixation of minimum rates of wages comes under the purview of the Minimum Wages Act, 1948 and not under the provisions of the Industrial Disputes Act, 1947.
- b) The Minimum Wages Act, 1948 is a later and special statute dedicated for the determination of minimum wages. **There is an authority prescribed under Section 20 of the Minimum Wages Act, 1948 for this purpose.** Therefore, the Learned Tribunal under the Industrial Disputes Act,

1947 cannot exercise jurisdiction over a subject matter which is governed by a later and special statute. A later statute is always deemed to have kept in mind, previous laws. If there is a claim for minimum wages, the same has to be decided under the Minimum Wages Act.

***a) Modi Rubber Ltd. vs Continental Carbon India Ltd. (2023) 17 SCC 263 (Para. 19, 41 to 43).***

***b) Ashoka Marketing Ltd. & Anr. vs Punjab National Bank & Ors. (1990) 4 SCC 406 (Paras. 50 to 70).***

Entry 1 of Schedule III to the Act of 1947, insofar as it relates to "Wages" will only mean fair or such other wages apart from minimum rates of wages, under the Minimum Wages Act, 1948. In any event, "Minimum Wages Act" is a special statute for deciding claims towards minimum wages.

- c) In an industrial dispute, no relief or award can be granted or passed against the principal employer, since it militates against the definition of "Industrial Dispute" under Section 2(k) of the Industrial Disputes Act, 1947.
- d) The recital to the order of reference makes it clear that no workman of the industry of Bridge and Roof Company (India) Private Limited has raised any dispute against the company.

Reference to principal employer is made only in Section 2(a) of the Industrial Disputes Act, 1947 for the purpose of

identifying the "appropriate government" as defined u/s 2(a) of the Industrial Disputes Act, 1947, and nothing beyond that.

e) On the first issue, no relief was granted by the Learned Tribunal, since the union could not prove its case; The alternative second issue was wholly without jurisdiction and beyond the competence of the industrial adjudicator for the reasons mentioned above.

**10.** It is thus prayed that the impugned award should therefore be set aside.

**11. The following judgments have been relied upon by the petitioner:-**

*(i) (1995) 5 SCC 27 – Gujarat Electricity Board, Thermal Power Station, Ukai, Gujarat Vs. Hind Mazdoor Sabha & Ors.*

*(ii) 2026 LLR 156, Steel Authority of India Ltd., IISCO Steel Plant Vs. The State of West Bengal & Ors.*

*(iii) (2001) 7 SSC 1, Steel Authority of India Ltd. & Ors. Vs. National Union Waterfront Workers & Ors.*

*(iv) (2013) 138 FLR 500, Mr. Prashob Balakrishnan P. Vs. The Senior Labour Inspector, Bangalore.*

**12. The respondent no.2** relying upon the provisions which are related to the issue of the present case have finally submitted that there is no illegality in the Award dated 13.11.2024, passed by the Learned Central Government Industrial Tribunal. Learned

Presiding Officer of Central Government Industrial Tribunal at Kolkata passed the award dated 13th November, 2024 after considering all deposition of P.W. 1 and relevant papers in respect of claim of contractual Labour those who are engaged under contractors.

**13.** The respondent further states that contractual workmen are entitled for equal pay for equal work or similar work done by workmen directly employed by the principal employer according to rule 25 (2) (v) (a) of The Contract Labour (Regulation and Abolition) Central Rules, 1971. Principle employer herein Bridge and Roof Company (India) Limited is a Central Public Sector Undertaking and comes under the ambit of appropriate government of Industrial Dispute Act, 1947 and Minimum Wages Act, 1948. Central Government notification in respect of minimum wages Act is applicable to contractual labourer. Therefore, contractual workmen herein are entitled to get Rs.26,000/- per month from principal employer herein.

**14. The following judgments are relied upon by the respondent no.2:-**

- I. (2017) 1 Supreme Court Cases 148 (State of Punjab and others versus Jagjit Singh and others).***
- II. (2019) 7 Supreme Court Cases 658 (Steel Authority of India Limited versus Jaggu and others).***
- III. (1972) 2 Supreme Court Cases 108 (Y.A. Mamarde and Nine others and Ghanshyam and Eight others versus***

***Authority under the Minimum Wages Act (Small Causes Court) Nagpur and Another.***

15. **The petitioner has replied** to the said contention of the respondent no.2 by stating that the second issue is governed and to be adjudicated under a special statute, namely, the Minimum Wages Act, 1948 ( a later Central statute being a special one insofar as minimum wages are concerned). Hence, the answer to the second issue is without jurisdiction.
16. In any event **there cannot be applicability of the principle of "equal pay for equal work" vis-à-vis the contractors' employees and the principal employer's employees.** Law is well settled that Article 14 or equality clause does not apply if the employers change. **Employees of two different employers are treated as unequals.** It is also a hallmark of Article 14 that unequals cannot be treated equally.
17. Without prejudice to the contention that the present dispute cannot be addressed on the anvil of the Minimum Wages Act, 1948 at all, petitioner further submits that even the definition of 'appropriate Government' in the Minimum Wages Act, 1948 do not automatically make the Central Government notified minimum rates of wages applicable to CPSES.
18. Admittedly Bridge and Roof Company (India) Ltd. is not a Corporation established by a Central Act. It does not come under any of the categories mentioned in Section 2(b)(i) of the Minimum

Wages Act, 1948 for the purpose of identifying the Central Government to be the 'appropriate Government' thereof.

- 19.** Admittedly the so-called scheduled employment is not carried on by or under the Authority of the Central Government, or a Corporation established by a Central Act, when it comes to the workers of the contractors working in the premises of the petitioner concerned.

The reliance placed by the trade union on various other statutes for the purpose of applying the Central Government notified minimum rates of wages to the contract labourers is misconceived.

- 20.** Law is well settled that when a statute requires a thing to be done in a particular manner, the same has to be done in that manner alone; or not at all. In this case, it is a question of jurisdiction going to the root of the matter; once the first issue was decided against the workmen/union. **Had the first issue being decided in favour of the workmen, the second issue would not have been required to be gone into at all by the Industrial Tribunal.**

- 21.** The judgments relied upon by the respondent no.2 have been dealt with by the petitioner by stating that the said judgments are not applicable to the issue in the present case.

- 22.** **One of the arguments put forward by Mr. Majumder, which appears to be justified is that if a contractor whose business is confined to one state is made to pay minimum wage at the central rate, it will be difficult for him to conduct his business**

of supplying labour to other agencies/establishments to which the state minimum wage applies and will be placed in a difficult situation when, the said labour/workers who are employed in the establishments, where the central minimum wage applies and then later are deployed to establishments where the State rate applies, will obviously be aggrieved with the lesser rate leading to disturbance and unrest.

23. In *Steel Authority of India Limited and Ors. Versus National Union Waterfront Workers And Ors*, dated 30.08.2001, (2001)

7 SCC, wherein the Supreme Court held:-

*“39. There cannot be any dispute that all the Central Government companies with which we are dealing here are not and cannot be equated to the Central Government though they may be "State" within the meaning of Article 12 of the Constitution. We have held above that being the instrumentality or agency of the Central Government would not by itself amount to having the authority of the Central Government to carry on that particular industry. Therefore, it will be incorrect to say that in relation to any establishment of a Central Government company/undertaking, the appropriate Government will be the Central Government. To hold that the Central Government is "the appropriate Government" in relation to an establishment, the court must be satisfied that the particular industry in question is carried on by or under the authority of the Central Government. If this aspect is kept in mind it would be clear that the Central Government will be the "appropriate*

*Government" under the CLRA Act and the ID Act provided the industry in question is carried on by a Central Government company/an undertaking under the authority of the Central Government. Such an authority may be conferred, either by a statute or by virtue of the relationship of principal and agent or delegation of power. Where the authority, to carry on any industry for or on behalf of the Central Government, is conferred on the government company/any undertaking by the statute under which it is created, no further question arises. But, if it is not so, the question that arises is whether there is any conferment of authority on the government company/any undertaking by the Central Government to carry on the industry in question. This is a question of fact and has to be ascertained on the facts and in the circumstances of each case.*

*127. The order of the High Court at Calcutta, under challenge, insofar as it relates to holding that the **West Bengal Government is the appropriate Government within the meaning of the CLRA Act, is confirmed** but the direction that the contract labour shall be absorbed and treated on a par with the regular employees of the appellants, is set aside. The appeals are accordingly allowed in part."*

- 24. The Court while deciding the issue laid down the following test to determine the criteria as to decide, "The Appropriate Government" relating to an establishment:-**

*".....Further, the definition of "establishment" in the CLRA Act takes in its fold purely private*

*undertakings which cannot be brought within the meaning of Article 12 of the Constitution. **All the Central Government companies involved in the instant cases are not and cannot be equated to the Central Government though** they may be "State" within the meaning of Article 12.....*

**[Paras 38, 39, and 46]**

***“Before 28-1-1986, the determination of the question whether the Central Government or the State Government is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression **"appropriate Government"** as stood in the CLRA Act, on the answer to a further question, is the industry under consideration **carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry, or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company?** If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government.***

**[Paras 125(1)(a)]”**

***“After 28-1-1986, in view of the new definition of that expression, the answer to the said question is to be found in Section 2(a) of the ID Act; if **(i)** the Central Government company/undertaking concerned or any***

undertaking concerned is included therein eo nomine, or **(ii)** any industry is carried on (a) by or under the authority of the Central Government, or (b) by a railway company; or **(iii)** the industry is a specified controlled industry, then the Central Government will be the appropriate Government; otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

**[Paras 125(1)(b)]”**

**25. In *Nashik Workers Union Versus Hindustan Aeronautics Limited*, reported in (2016) 6 SCC 224, decided on 26.02.2016, the Supreme Court held:-**

**“32.** In the case at hand, the issue which arises for consideration is whether the decision in HAL 24 can be regarded as a binding precedent. As is noticeable, HAL 24 has not taken note of the earlier decision in HAL 16. It has been clearly held in HAL 16 that regard being had to the dictionary clause of the ID Act for the purpose of Hindustan Aeronautics Ltd., **it is the State Government which has to make the reference.** In HAL 24 the Court has referred to the decision in SAIL case and opined that it is undisputed that Hindustan Aeronautics Ltd. is an undertaking of the Central Government and it is the Central Government which exercises full control over the same and, therefore, the appropriate Government is the Central Government. **This analysis runs counter to HAL 16 and as well the ratio of the decision in SAIL case<sup>3</sup>.** On the contrary there is no discussion either on the facts or the law. It has been opined that the facts are "undisputed".

**33.** In HAL 1<sup>6</sup>, the three-Judge Bench had referred to the decision in **Heavy Engg. Mazdoor Union**. As has been held in Tata Memorial Hospital Workers Union's, the authority in Heavy Engg. Mazdoor Union has been approved in SAIL<sup>3</sup> with some divergence. **The authority in SAIL case<sup>3</sup>, as the conclusion would show, covers two situations the unamended provision and the amended provision. It does not disturb the principles stated in HAL 1<sup>6</sup>.** Thus, two aspects, first. HAL 2<sup>4</sup> does not take note of HAL 1<sup>6</sup> and second, it proceeds on the basis of undisputed facts which are not stated. It is to be noted that there is nothing in the order in HAL 24 to suggest that Hindustan Aeronautics Ltd. is an agent of the Central Government.

**34.** In our considered opinion, as **HAL 2<sup>4</sup>** has not noticed HAL 1<sup>6</sup> which has been approved in SAIL case<sup>3</sup>, it **cannot be considered as a binding precedent**. Therefore, we hold that **HAL1 still holds good and lays down the correct law** and we are bound by it as its foundation flows from Heavy Engg. Mazdoor Union which has been approved in SAIL<sup>3</sup> with some divergence as has been stated in Tata Memorial Hospital Workers Union 18. Be it stated, that divergence really does not affect the approval. We have no hesitation in our mind that **HAL 2<sup>4</sup> cannot be regarded as a binding precedent**. Ergo, it is clear that the Division Bench of the High Court has not applied the ratio in SAIL case<sup>3</sup> correctly and, therefore, the entire analysis has to be held to be fallacious.

**35.** The controversy does not end there. It is perceptible that the High Court has not adverted to the merits of the

*case and dismissed LPA No. 144 of 2002 on the ground that it did not survive after dismissal of LPA No. 84 of 2006. As we have set aside **the order passed in Hindustan Aeronautics Ltd. v. Nashik Workers Union'** and opined that the "appropriate Government" in relation to the respondent Company is the State Government, the matter has to be remitted to the High Court for fresh adjudication on merits."*

**26.** Thus, it prima facie appears from the said judgments that the Supreme Court has categorically held that the **West Bengal Government is the appropriate Government within the meaning of CLRA Act. (National Union Waterfront Workers and Ors.(Supra).**

**27. "Appropriate Government"** under Minimum Wages Act, 1948 is defined under Section 2 (b) of Minimum Wages Act 1948 as:-

*(i) in relation to any **scheduled employment** carried on by or under the authority of the central government or a railway administration or in relation to a mine, oilfields of major port, or any corporation established by a central Act, - the central government. (ii) in relation to any other scheduled employment, the state government.*

**28.** The respondent/employees herein are employed through contractors.

29. In ***National Union Waterfront Workers & Ors. (Supra)***, the Supreme Court in Para 127 held:-

***“.....the West Bengal Government is the appropriate government within the meaning of CLRA Act”.***

30. The employees are paid through contractors, who admittedly supply contract labour at various establishments, operating within a State.

31. As the contract labours are admittedly engaged through contractors within a State, for the work carried out within the said State, **the West Bengal Government in the present case is the appropriate Government** in respect of the petitioner, and thus also in respect of tenders given to the contractors, who supply the workforce.

32. The observation of the Hon'ble Supreme Court to that effect in ***National Union Waterfront Workers & Ors. (Supra)*** supports the said fact.

33. Thus being under the State Government as the appropriate Government in respect of CLRA Act, the State Minimum Wages Act is applicable to the employees (Contract Labours) of the petitioner herein ***(Steel Authority of India (Supra)*** and ***HDFC (Supra)***).

34. The award dated 13.11.2024 passed by the Central Government Industrial Tribunal, in case no. 39 of 2022, **being not in accordance with law is set aside.**

**35. WPA 11917 of 2025 is allowed.**

**36.** Applications, if any, connected thereto stand disposed of consequently.

**37.** Interim order, if any, stands vacated.

**38.** Photostat certified copy of this Judgment, if applied for, be given to the parties on priority basis upon compliance of all formalities.

**(Shampa Dutt (Paul), J.)**