

direction to the Central Government to take a decision as to whether or not the employment of contract labour in the jobs carried out by the workers listed at Exhibit A should be abolished and for a direction restraining the 1st Respondent and Respondent contractors from terminating the services of the said contract workers till such decision on abolition of Contract Labour is taken.

2. By an Order dated 29th February, 2001, this Court directed the Petitioner Union to make a representation of its demand for abolition of contract labour in the establishment of the then 1st Respondent (Unit Trust of India) to the Central Advisory Contract Labour Board established under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and further directed the Contract Labour Board to consider the said Representation and thereafter make an Order u/s. 10 of the said Act either directing abolition of Contract Labour or otherwise. It was also directed that pending such order being passed by the Central Government and for a period of six weeks

thereafter, the services of the workmen employed as contract labour represented by the petitioner Union shall not be dispensed with. It was further directed that the then 1st Respondent Unit Trust of India would be free to engage fresh contractors but the workmen engaged as contract labour would be continued to be employed.

3. It is not in dispute that the Contract Labour Board considered the case of the said contract workmen in its 57th Meeting held on 9th-10th September 2004 and after considering the Written Submissions made on behalf of the said contract workmen and submissions made on behalf of the erstwhile Unit Trust of India, the Contract Labour Board arrived at a unanimous conclusion that no case for abolition of contract labour was made out.

4. However, there is nothing on record to indicate decision taken by the Central Government as it was mandated to do under the Order dated 28th February, 2001. It would be

wholly inexpedient to refer the matter back to the Central Government after so many years. It is also pointed out by the Petitioner that out of the contract workers enlisted at Exhibit "A" to the Writ Petition all workmen except the one listed at Serial No.4 (viz. Mr. Ismail Hussein Talgaonkar) have voluntarily left and are not interested in the present Petition. Further in relation to the said Mr. Ismail Hussein Talgaonkar, it is submitted that he has already crossed 55 years of age. He has continued to be engaged with the Unit Trust of India and now with the 1st Respondent in view of the Order dated 28th February, 2001. The Petitioner prays that the said Mr. Ismail Hussein Talgaonkar may be permitted to continue working on the same terms and conditions as he is presently engaged (i.e. as a contract workman) till he reaches the age of superannuation. The Petitioner does not press any other reliefs.

5. In the peculiar facts and circumstances of the case, the Writ Petition is disposed of by directing that the services of the said Mr. Ismail Hussein Talgaonkar shall not be dispensed

with and he shall be continued to be engaged as per the order dated 28th February, 2001 until he reaches the age of superannuation in 1st respondent. It is made clear that such reliefs are granted in view of the peculiar facts and circumstances of the case and shall not be treated as a precedent nor shall the 1st Respondent be bound or required to offer similar reliefs to any other contract workman similarly placed or otherwise.

6. The Writ Petition is accordingly disposed of with no orders as to costs.

7. Rule to stand discharged.

(M.S.KARNIK, J.)

(A.A.SAYED, J.)