



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Judgement Reserved on: May 01, 2024

Judgement Pronounced on: May 13, 2024

Sr. No.	Case No.	Case Title		Arising out of Reference No.	Date of award passed by Industrial Tribunal- cum- Labour Court, Ambala
		Petitioners	Respondents		
01.	CWP-24831-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Joginder and others	246 of 2018	31.05.2023
02.	CWP-24841-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Randhir and others	257 of 2018	31.05.2023
03.	CWP-24877-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Ram Niwas and another	251 of 2018	06.06.2023
04.	CWP-24852-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Baljeet @ Matru and others	241 of 2018	07.06.2023
05.	CWP-24868-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Vinod and others	244 of 2018	07.06.2023
06.	CWP-24919-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Kapil and others	253 of 2018	31.05.2023



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07.	CWP-24844-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Hariom and others	258 of 2018	31.05.2023
08.	CWP-24866-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Vikas and others	281 of 2018	31.05.2023
09.	CWP-24849-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Suresh and others	252 of 2018	31.05.2023
10.	CWP-24861-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Rohtas and another	239 of 2018	31.05.2023
11.	CWP-24883-2023	Managing Director, Haryana Agro Industries Corporation Limited and another	Jasvir Singh and others	237 of 2018	07.06.2023

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

ARGUED BY:

For the petitioners/ Management : Mr. Padamkant Dwivedi, Advocate in all cases.

For Labour Department, State of Haryana : Mr. Praveen Chander Goyal, Addl.AG, Haryana, and Mr. Satish Singla, AAG, Haryana. in all cases.

For respondent No. 1 – Workman(s) : Mr. J.P. Dhull, Advocate. in all cases.

For respondent No. 2 – M/s Oscar Security & Fire Services : Mr. Dhananjay Singh, Advocate. in CWP Nos. 24831, 24841, 24844, 24849, 24852, 24866, 24868, 24883, 24919 of 2023.



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For respondent No. 3 - M/s SIS India Limited	: Mr. Rakesh Nuniwal, Mr. Tarun K. Sharma and Mr. Vishaw Partap Singh, Advocates	in CWP Nos. 24852, 24868, 24919 and 24883 of 2023.
For respondent No. 4 – M/s Orion Solutions Pvt. Ltd.	: None	in CWP Nos. 24868, 24883 and 24919 of 2023.

SANJAY VASHISTH, J.

[1.] This common judgement shall decide the fate of
aforementioned 11 writ petitions, since the facts and law involved in all the
writ petitions are similar.

[2.] All the total 11 petitions have been filed by the
petitioners/management, namely, (1) Managing Director, Haryana Agro
Industries Corporation Limited, Panchkula; and (2) District Manager,
Haryana Agro Industries Corporation Limited, Kaithal, challenging the
award(s) passed by the Industrial Tribunal-cum-Labour Court, Ambala
(here-after referred to as the ‘Labour Court’), while answering 11 references,
on different dates (as depicted in the above table).

After adjudicating the industrial dispute, the Labour Court
answered the same in favour of respective workman(s), and ordered for their
reinstatement with continuity in service. The Labour Court also awarded
50% back wages as last drawn by the workman(s), from the date of
termination till reinstatement, to be paid within 3 months, failing which
interest @ 9% on the due amount was ordered to be paid.

[3.] At the outset, it is apt to notice that in all the 11 cases, pursuant
to the demand notice(s), raising industrial dispute by the respective

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workman(s) before the Assistant Labour Commissioner, Kaithal, and appearance of the petitioners/management before the said authority, no settlement took place. Subsequently, upon issuance of requisite certificate(s) by the said authority, enabling the workman(s) to approach the Labour Court, for adjudication of the industrial dispute, the workman(s) filed application(s), under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereafter referred to as, 'the 1947 Act'), seeking permission to file the claim petition on the basis of certificate(s) issued by the office of Assistant Labour Commissioner, Kaithal. For ready reference, Section 2-A of the 1947 Act, is reproduced as under:-

“2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute. -

(1) Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.

(2) Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of

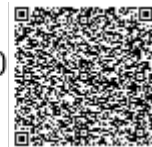


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three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1).”

[4.] For convenience and ready reference, the relevant particulars viz. writ petition number; reference number of the industrial dispute; date of award by the Labour Court; name of the workman(s); and their tenure of working , are summarized and tabulated as under:-

Sr. No.	CWP No.	Ref. No.	Date of Award	Name of the workman	Worked as Chowkidar	
					From	To
01	24831 of 2023	246 of 2018	31.05.2023	Joginder s/o Karam Singh	April, 2008	31.07.2015
02	24841 of 2023	257 of 2018	31.05.2023	Randhir s/o Diwana	March, 2008	31.12.2015
03	24877 of 2023	251 of 2018	06.06.2023	Ram Niwas s/o Mange Ram	March, 2008	31.12.2015
04	24852 of 2023	241 of 2018	07.06.2023	Baljeet @ Matru s/o Jile Singh	15.04.2008	23.04.2018
05	24868 of 2023	244 of 2018	07.06.2023	Vinod s/o Mahender	May, 2008	31.03.2018
06	24919 of 2023	253 of 2018	31.05.2023	Kapil s/o Harphul	August, 2008	20.12.2017
07	24844 of 2023	258 of 2018	31.05.2023	Hariom s/o Meg Raj	March, 2009	31.07.2015
08	24866 of 2023	281 of 2018	31.05.2023	Vikas s/o Subash	August, 2009	31.03.2016
09	24849 of 2023	252 of 2018	31.05.2023	Suresh s/o Soran	April, 2011	31.07.2016
10	24861 of 2023	239 of 2018	31.05.2023	Rohtas s/o Pala Ram	April, 2011	31.12.2015
11	24883 of 2023	237 of 2018	07.06.2023	Jasvir Singh s/o Phool Singh	April, 2011	18.02.2018

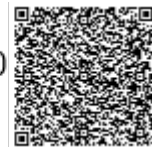
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Since the facts of these 11 petitions are identical, to avoid repetition and for the sake of brevity, the same are being referred in the subsequent paras of this judgement, from CWP No. 24831 of 2023, which has arisen out of Reference No. 246 of 2018, dated 09.08.2018, by treating the same as lead case.

[5.] Respondent No. 1 – Joginder (workman in CWP No. 24831 of 2023) pleaded that he was appointed as Chowkidar by the petitioners/management w.e.f. April, 2008. He served the management with full efficiency, diligently and never there was any complaint during his service tenure. Despite satisfactory service rendered by him, by verbal orders of the Managing Director, Haryana Agro Industries Corporation Limited, his services were terminated on 31.07.2015, without assigning any reason and complying with the provisions of law. At the time of termination from service, he was drawing the salary of Rs.10,558/- per month, including ESI and EPF. The workman also pleaded that during his service tenure, officers of the management changed and he worked under the Managing Directors of the Corporation, namely, Mahabir and Lalit Narula etc.

Also pleaded that principle of '*last come first go*' was not followed. His services were terminated without issuance of show cause notice, pay notice or retrenchment compensation. Thus, the action of the petitioners/management is in violation of the provisions enshrined under Sections 25-F, 25-G and 25-H of the 1947 Act.

[6.] In the written statement filed by the petitioners/management, i.e. respondent Nos. 1 and 2 before the Labour Court, it was pleaded that to

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promote agro based industries, Government of Haryana is engaged in the procurement of food grains, such as wheat and paddy, for the Central pool. After procuring the food grains, the same are stored in open plinths/godowns until the stored stock is finally delivered to the Food Corporation of India. During this period, the Haryana Agro Industries Corporation Limited is required to preserve the stock by arranging adequate security to guard it, to avoid any pilferage or theft etc. Therefore, on contractual basis and through outsourcing agencies, Chowkidars are appointed by the Government of Haryana. One policy was also formulated on 01.09.2006 by the State Government, to have the services of the manpower through some outsourcing agency.

[7.] The petitioners/management further pleaded that in the year 2014, the work of providing requisite manpower was allotted to M/s Oscar Security & Fire Services, having its registered office at Panipat (respondent No. 2 in CWP Nos. 24831, 24841, 24844, 24849, 24852, 24866, 24868, 24883, 24919 of 2023). For the said purpose, the petitioners/management entered into an agreement with M/s Oscar Security & Fire Services on 01.03.2014, and the said contract continued upto 30.06.2016. The manpower was also obtained from the agencies like M/s SIS India Limited (respondent No. 3 in CWP Nos. 24852, 24868, 24919 and 24883 of 2023) and M/s Orion Solutions Private Limited (respondent No. 4 in CWP Nos. 24868, 24883 and 24919 of 2023), who were registered under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. Such outsourcing agencies were providing the services of the workmen and such

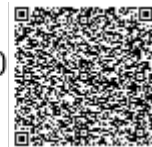
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like persons at the Farmers Services Centre (FSC), Kaithal, and in turn on receipt of bills from the outsourcing agency(s), FSC, Kaithal, used to submit the bills to the Haryana Agro Industries Corporation Limited for reimbursement of the wages to the agency(s). It is claimed that the salary of the workman was paid by the outsourcing agency(s). It has, thus, been contended that those employees including the workman(s), were the employees of the outsourcing agency(s) and not of the petitioners/management.

[8.] Petitioners/management further pleaded by giving explanation that procurement in FSC, Kaithal was closed in September/October, 2017 and no procurement of foodgrains was made during the financial year 2018 and 2019, therefore, Board of Directors of Haryana Agro Industries Corporation Limited decided to reduce the manpower, as it was not required because of non-procurement of the foodgrains.

[9.] In this way, without contesting much on the factual aspects, petitioners/management broadly contested the claim by submitting that since there is no employer and employee relationship, question of termination of the services of the workman by the management does not arise. In fact, the workman was employed by the outsourcing agency and his wages, including ESI and EPC etc. were being paid through the outsourcing agency. Accordingly, the Labour Court, vide its order dated 26.10.2018, framed the following four issues:-

- “1. Whether the termination of the services of workman is liable to be set-aside being wrong, illegal, null and void etc. And the workman is entitled to reinstatement in*

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service with full back wages and all the benefits including the continuity of service? OPW

2. *Whether the claim statement is bad for mis-joinder and non-joinder of necessary parties? OPM*
3. *Whether the claim statement is not maintainable in the present form? OPM*
4. *Relief.”*

[10.] It is the petitioners/management itself, who took the stand that the services of the workmen were hired through outsourcing agency(s) like M/s Oscar Security & Fire Services; M/s SIS India Limited; and M/s Orion Solutions Private Limited. Therefore, on moving applications in respective references by the petitioners/management itself, for impleading the concerned agency as a party, the Labour Court allowed the said prayer and impleaded the outsourcing agencies as parties, wherever application of impleadment was filed by the petitioners/management.

One such order dated 30.01.2019 has been passed by the Labour Court, impleading M/s Oscar Security & Fire Services, Panipat, as respondent No. 3 in the ongoing proceedings before it, in the case of Joginder – workman (in Reference No. 246 of 2018, out of which CWP No. 24831 of 2023 has been filed).

[11.] In the written statement filed by M/s Oscar Security & Fire Services, apart the formal objections of maintainability and non-issuance of the demand notice, it has been pleaded that the contract with the Haryana Agro Industries Corporation Limited was for the period from **01.04.2012 to 30.06.2016**. On factual aspects, it further pleaded that the agreement with the Corporation was executed on 01.04.2012 and the workman – Joginder

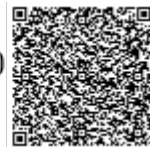
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joined their agency in **June, 2013** and worked with it upto **August, 2015**. During the contract period, the workman worked only for 220 days. M/s Oscar Security & Fire Services clearly expressed its ignorance, as having no concern with the workman, for the working of the earlier period of service rendered by him with the petitioners/management. Rather, it pleaded that from their roll, the services of the workman ended on **12.04.2014**, and the contract with the Corporation was also ended on **30.04.2016**. Thus, explained that there is no question of terminating the services of the workman by M/s Oscar Security & Fire Services, which allegedly happened prior to the completion of the contract period with the Corporation.

[12.] Workman – Joginder himself appeared as WW-1 and tendered his affidavit (Ex. WW-1/A), reiterating his version already taken through the claim petition. In the cross-examination, he clarified that he was engaged by the District Manager (DM) of the Corporation, namely, Lalit Narula, and he admitted that he was paid the salary as per DC rates. He specifically denied existence of any contract system in the Corporation or that his salary was paid by the contractor.

In the cross-examination of the workman – Joginder, conducted at the instance of M/s Oscar Security & Fire Services, he clearly expressed his ignorance about the existence of any contract prior to the year 2012. Rather, he clearly denied the suggestion that he ever worked in the month of June, 2013 with the agency or that he left in the month of April, 2016.

To strengthen the claim, the workman – Joginder also summoned the witness from the office of the Haryana Agro Industries

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Corporation Limited. Pushpinder Kumar, Store Keeper-cum-Godown Keeper, Farmers Service Center, appeared as WW-2, alongwith record comprising of muster rolls w.e.f. April, 2011 till May, 2018 (Ex. W-1). With the appearance of the said witness, issuance of gatepasses by one worker, namely, Sandeep Kumar, for the period from 16.06.2014 to 30.06.2014, was proved. No other record was brought and produced by the said witness. This witness admitted the working of the workman as chowkidar in the department.

[13.] Taking note of all the circumstances and evaluating the evidence available on record, the Labour Court reached to the conclusion that the workman – Joginder has to be considered as an employee of the management as he had been initially engaged directly by it, first time in April, 2008 and continuously worked for it for seven years, i.e. upto 31.07.2015. Plea taken by the management that the workman has to be considered as an employee of the contractor, was found to be without any force. Thus, the Labour Court, while holding violation of the provisions of Section 25-F of the 1947 Act, answered the reference in favour of the workman – Joginder, by allowing the claim petition. In reaching to the said conclusion, the Labour Court has observed that complete record has not been produced by the Corporation, which undisputedly was supposed to be in its possession and under its full control. The Labour Court also took note of Section 9A of the 1947 Act and observed that while changing the service status of the employee, it was statutorily incumbent upon the management to

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apprise the workman by issuing any notice or required letter about the change in conditions of the service.

In its final analysis, the Labour Court has held that the termination of the workman cannot be said to be legal, and he has been held entitled to the relief of reinstatement with continuity alongwith 50% back wages as last drawn by him on the date of termination.

[14.] Mr. Padamkant Dwivedi, learned counsel representing the petitioners/management in these 11 writ petitions, argued that approach of the Labour Court is erroneous while interpreting the provisions of law, i.e. Section 9A of the 1947 Act. There are several circumstances available on record where once the employee is aware of the situation of his master/employer, he does not speak out or object or write any objection to any authority against the action of the management. Thus, provision of law i.e. Section 9A of the 1947 Act cannot protect the rights of the workman. Learned counsel also submitted that object of Section 9A of the 1947 Act is not mandatory to apprise the workmen for all the changes. The purpose of Section 9A is only to afford an opportunity to the workmen to consider the effect of the proposed change and, if necessary, to represent their point of view on the proposal.

In support of said arguments, learned counsel relied upon the judgement of Hon'ble Apex Court in the case of **The Management of Indian Oil Corporation Limited v. Its Workmen**, AIR 1975 SC 1856, and judgement of this Court (Punjab and Haryana High Court) in the case of

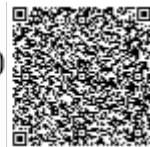
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Rajiv Kumar and others v. State of Punjab and others (CWP No. 13348 of 2018, decided on 10.12.2018).

Further submits that the changes enumerated in the Fourth Schedule of the 1947 Act, can only be the subject matter for which the proposed change needs to be brought to the notice of the workmen and any act of the employer which is not mentioned in Fourth Schedule, no notice or apprising the workmen in any manner is required under Section 9A of the 1947 Act.

[15.] From the table in para No. 4 of this judgement, containing all the required particulars of the workmen, it is evident that all the 11 workmen were employed during the years 2008, 2009 and April, 2011. There is no dispute that at the time of initial appointment of the workmen, no outsourcing agency was in picture. Obviously, the petitioners/management itself appointed the workmen directly and subsequent thereto without apprising any of the workman and rather unilaterally entered into agreement(s) with private outsourcing agency(s) and changed the employment conditions and even the employer of the workmen. Surprisingly, the finding recorded by the Labour Court in paragraph No. 30 of the impugned award dated 31.05.2023, in Reference No. 246 of 2018 (in CWP-24831-2023) shows that for the period from 21.08.2009 to 20.08.2010, the outsourcing agency with which the Haryana Agro Industries Corporation Limited had entered into the contract was 'M/s Lokesh Security & Detective Agency, Hisar'. The said contract was extended further for one year. However, the agreement dated 18.08.2010 was terminated and said agency

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was black-listed vide order No. WPA-2011/242-269, dated 08.01.2011 (Ex. M-2). Thereafter another agreement was executed by the management on 04.04.2012 with 'M/s Oscar Security & Fire Services (respondent No. 2 herein in CWP Nos. 24831, 24841, 24844, 24849, 24852, 24866, 24868, 24883, 24919 of 2023), with whom the workmen were allegedly shown to be serving, but for the management. The said decision was unilateral by the petitioners/ management.

[16.] This Court finds that there is no explanation available on record that once the workmen are found to be working for the petitioners/management at the time of black-listing of M/s Lokesh Security & Detective Agency, Hisar, w.e.f. 08.01.2011uptil the new agreement i.e. 04.04.2012 with M/s Oscar Security & Fire Services, it would be only the petitioners/management who would be called as employer of the workmen deployed by it. In other words, from 08.01.2011 to 04.04.2012, there was no contract with any outsourcing agency and the workmen are to be considered as employees of the petitioners/management. This way apart, even there cannot be any escape for the petitioners/management from denying the status/relationship of the employer and employee of the Haryana Agro Industries Corporation Limited vis-a-vis the workmen for the period from 08.01.2011 to 04.04.2012.

Undoubtedly, the management has tried to show that the workmen are the employees of M/s Oscar Security & Fire Services and in that regard some documents were summoned from EPF office to prove EPF

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Code No. and contributions of EPF for the period from 01.04.2012 to 21.06.2013, which was deposited by M/s Oscar Security & Fire Services.

In such circumstances, the provisions of Section 9A and Fourth Schedule of the 1947 Act, are required to be dealt with, and the same are reproduced as under:-

“

CHAPTER IIA**NOTICE OF CHANGE**

9A. Notice of change. - No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,-

(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or

(b) within twenty-one days of giving such notice:

Provided that no notice shall be required for effecting any such change-

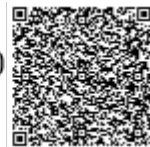
(a) where the change is effected in pursuance of any settlement or award; or

(b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.”

“THE FOURTH SCHEDULE

(See section 9A)

**CONDITIONS OF SERVICE FOR CHANGE OF WHICH
NOTICE IS TO BE GIVEN**

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1. *Wages, including the period and mode of payment;*
2. *Contribution paid, or payable, by the employer to any provident fund or pension fund or for the benefit of the workmen under any law for the time being in force;*
3. *Compensatory and other allowances;*
4. *Hours of work and rest intervals;*
5. *Leave with wages and holidays;*
6. *Starting, alteration or discontinuance of shift working otherwise than in accordance with standing orders;*
7. *Classification by grades;*
8. *Withdrawal of any customary concession or privilege or change in usage.*
9. *Introduction of new rules of discipline, or alteration of existing rules, except in so far as they are provided in standing orders;*
10. *Rationalisation, standardization or improvement of plant or technique which is likely to lead to retrenchment of workmen;*
11. *Any increase or reduction (other than casual) in the number of persons employed or to be employed in any occupation or process or department or shift, not occasioned by circumstances over which the employer has no control.”*

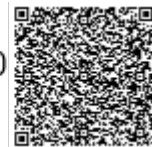
[17.] Chapter IIA, containing Sections 9A and 9B was inserted by Act 36 of 1956 w.e.f. 10.03.1957. There could not be any debate at the time of introduction of this provision of law, because there was no such expectation that in future time the services of the workmen would be hired through outsourcing agencies by the establishments/managements.

[18.] In the present cases, the workmen were appointed during the years 2008, 2009 and 2011 and admittedly the management entered into contract first time in the year 2009 with M/s Lokesh Security & Detective Agency, Hisar, for getting the manpower through outsourcing agency. As a consequence of black listing of M/s Lokesh Security & Detective Agency on

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08.01.2011, its agreement was over/ended. But there is no dispute that the workmen continued to render services for the management even during this period i.e. 08.01.2011 to 04.04.2012, when the management entered into another agreement with M/s Oscar Security & Fire Services. Neither at the time of first contract nor at the time of second contract with the outsourcing agencies, any of the workmen has been apprised by the management regarding change in the conditions of their services or even employer.

[19.] If the plea of the petitioners/management is accepted, in that situation, there was a complete transformation of the service conditions of the workmen. For the purpose, it is described under Fourth Schedule of the 1947 Act in regard to the relationship of workmen with its employer, i.e. from the petitioners/management to M/s Lokesh Security & Detective Agency at the first instance and thereafter M/s Oscar Security & Fire Services at the second instance. In such situation, there is no possibility that the interest of the workmen would be secured under the provisions of the 1947 Act because the outsourcing agency itself is not ready to own any responsibility qua the working conditions of the workmen. Thus, by accepting the plea of the management, service conditions of the workmen would be left on mercy without any protection of law. Admittedly, there is no substance available on record to reach to the conclusion that at any point of time the workmen were apprised of change of their complete service conditions or name of the employer or control of the employer, which has been shifted from Haryana Agro Industries Corporation Limited itself to the outsourcing agency(s).

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20. Already, the Labour Court has placed reliance upon **Bhilwara Dugdh Upadak Sehakari S. Limited v. Vinod Kumar Sharma**, 2011 LLR 1079 and Civil Appeal No. 2585 of 2006, decided by Hon'ble Supreme Court of India on 01.09.2011, wherein Hon'ble Apex Court has held that *in order to avoid their liabilities under various labour statues, employers are very often resorting to subterfuge by trying to show their employees, in fact the employees of contractor. It is high time that this subterfuge must come to an end. Labour statues were meant to protect the employees/workmen because it was realized that the employer and the employees are not on an equal bargaining position. Hence, protection of employees was required so that they may not be exploited. However, this new technique of stubterfuge has been adopted by some employers in recent year in order to deny the rights of the workman under various labour statues by showing that the concerned workman are not their employees but are the employees/workmen of a contractor or that they are merely daily waer or short term or casual employee when in fact they are doing work as the regular employee. Court can not countenance such practice any more. Globalization/Liberalization in the name of growth cannot be allowed at the human cost of exploitation of the workers.*

21. The judgements cited by learned counsel for the petitioners/management, i.e. rendered in the cases of **The Management of Indian Oil Corporation Limited v. Its Workmen**, AIR 1975 SC 1856, and **Rajiv Kumar and others v. State of Punjab and others** (CWP No. 13348 of 2018, decided on 10.12.2018), would not be applicable to the facts and



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circumstances of the cases in hand because allowing the employer to violate the provisions of Section 9A read with Fourth Schedule of the 1947 Act, would mean that the very purpose of enactment of the Industrial Disputes Act, 1947, which undoubtedly is a benevolent legislation to safeguard the interests of the labour class, gets defeated.

22. As a sequel to the above discussion, this Court is left with no other option but to agree with the findings recorded by the Labour Court while answering respective references in favour of the workmen. Accordingly, while upholding the award(s) passed by the Labour Court, as detailed in the table, in opening part of this judgement, all the 11 petitions instituted by the petitioners/management are hereby **dismissed**.

23. Pending miscellaneous applications therein, if any, are also **disposed of** accordingly.

(SANJAY VASHISTH)
JUDGE

May 13, 2024
Pkapoor

Whether speaking/reasoned?	✓ Yes/No
Whether reportable?	✓ Yes/No