

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7211 of 2014

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Bharat Petroleum Corporation Ltd. Patna TOP, P.O. Pakri, Via Anishabad, P.S. Anishabad, Town and district Patna through its Territory Manager (Retail), Patna- Debesh Sen Sarma.

... .. Petitioner/s

Versus

1. The Union Of India
2. The Presiding Officer, Central Industrial Tribunal - cum - Labour Court 1 , Dhanbad
3. Regional Labour Commissioner Central , Maurya Lok, P.S. Kotwali, Patna
4. Sri Birendra Ram C/o Sri Nageshwar Razak, Vill. - Yogipur, P.O. Chitragupta Nagar, Kankarbagh Colony, Patna - 20

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Vijay Shankar Tiwari Mr. Sumit Kumar Jha, Adv.
For UOI	:	Mr. Alok Kumar, CGC
For Resp. No. 4.	:	Mr. Sanjeet Kumar, Adv. Mr. Sanjeev Kumar, Adv. Mr. Ravi Kumar Pandey, Adv.

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 21-01-2026

1. The present Writ petition has been filed with a prayer for quashing the Award dated 30.07.2013 published on 12.12.2013 in Reference Case No. 01 of 2013, whereby the Learned Tribunal has directed the petitioner to absorb respondent no. 4, in his post without any back wages.



2. The petitioner is a Limited Company and runs business in the name and style of Bharat Petroleum Corporation Ltd., Patna (hereinafter referred to as “BPCL”).

3. The brief facts culled out from the Writ petition is that the petitioner being a Government of India undertaking has its own rules for recruitment approved by the concerned Ministry of Petroleum, which are required to be followed invariably in the matter of recruitment of personnel on a sanctioned post. The appointment of a person on casual contract and temporary basis to discharge the duties are not connected with the primary business of the Corporation. The respondent no. 4 was engaged on contract basis through the process of inviting tender, selection of tenderer upon consideration of quotations. The main duties were of house keeping and other miscellaneous duties are of cleaning, dusting tables, traps, almirahs within the TOP (Tape of Points). The respondent no. 4 started to work on contract on part time basis, w.e.f. 01.12.1992 and



continued to discharge the duties allotted to him, from 01.10.1999 to 30.09.2001. At that point of time, he was paid Rs. 2850/- per month for his part time basis on contract services.

4. On the expiry of the contract period, quotations were floated by the petitioner/ Corporation, the respondent No. 4 filed tender against the quotations, emerged as a successful bidder and was awarded with the job and he continued to perform the job as contractor from 01.12.1992 to 30.09.2001. However, in between there was a break in award of contract from 01.10.1995 to 31.03.1996 and again from 01.10.1997 to 30.09.1998.

5. The respondent No. 4 executed his job as per the contractual agreement and at no point of time, there was any relationship of employer and employee between the petitioner /Corporation and the respondent No. 4. The respondent No. 4 was not awarded any contract after 30.09.2001 as it was not feasible, for which, the respondent No. 4 raised an Industrial dispute by his letter dated



22.09.2001 on the ground that he worked for ten years and that he was entitled for the payment.

6. The respondent No. 3, thereafter, initiated a conciliation. The petitioner also attended the said proceeding and submitted his written comments.

7. The project affected people of Patna TOP demanded employment and engagement. Due to severe agitation, meeting was held in the month of July, 2001 between the higher officials of State of Bihar, petitioner's officials and the representatives of Project Affected People and the petitioner /Corporation was directed to consider for contract jobs to the affected people. As the conciliation proceedings ended in failure, the said report was sent by respondent No. 3 to respondent No. 1.

8. In turn, the respondent No. 1 referred the dispute to the respondent No. 2 by its notification dated 10.12.2002. Notices were issued to all the parties to file their respective pleadings.

9. The respondent No. 4 submitted his statement of claim on 15.05.2003, along with the



list of documents and submissions contending therein that he has rendered eleven years of service with BPCL with the hope that his services will be regularized but instead of that he was terminated from the services without being regularized.

10. A detailed Written statement /rejoinder to the claim statement has been submitted by the respondent No. 4. It is the specific plea of the petitioner /Corporation before the Labour Court that respondent No. 4 was not an employee, but was a contractor and that the contract job is not a permanent job and the application is not at all maintainable.

11. On consideration of the relevant documents and the evidence led by both the parties, the Labour Court has passed the detailed order directing the petitioner to reinstate the respondent No. 4 into service.

12. Being aggrieved by the same, the present Writ petition has been filed.

13. Heard the Learned counsel for the



petitioner as well as the learned counsel for the respondents. Perused the record.

14. It is the specific contention of the petitioner is that that the respondent No. 4 is not an employee of the petitioner and it is a contractual agreement between them for which the services of respondent No. 4 were being rendered and as such there is no necessity to reinstate the respondent No. 4 into service. In order to support his contention, the Learned counsel for the petitioner has relied on the evidence of respondent No. 4 referring to document no. 1 dated 09.11.1992, wherein it has been mentioned as “Quotation For Part Time Services” and contended that basing on the document, the respondent No. 4 is to be treated as contractor but not as an employee.

15. On the other hand, the Learned counsel for the respondent No. 4 contended that the evidence led by the respondent No. 4 as well as MW- 1 i.e. the Management, who is the manager of BPCL clearly disclose that respondent No. 4 is not a



contractor rather an employee of BPCL and, therefore, there is no error or irregularity in the order of Labour Court and prayed for dismissal of Writ petition.

16. On perusal of the Annexure -3 i.e. the affidavit of the respondent No. 4 before the Labour Court/Industrial Tribunal No. 1, Dhanbad, it is evident that respondent No. 4 has testified that he was appointed by petitioner /Corporation on 18.06.1990 and was working as permanent workman, since 1990 and the nature of the job is for filing papers, housekeeping, cleaning, service tea and coffee and other miscellaneous works. Further, the respondent No. 4 testified that he used to sign on the attendance sheet for the relevant years which was being marked as Exhibit W1 and that he has also called for the attendance register for the period from 1991 to 2001 by a petition dated 06.12.2006 but the management intentionally did not file the said document before the Tribunal. It is further testified by the respondent No. 4 that if those documents were



placed before the Labour Court that will prove that respondent No. 4 had attended job for more than 240 days in each of the calendar year.

17. On perusal of the entire evidence of respondent No. 4, it is evident that respondent No. 4 testified in the cross-examination that he was working there since 18.06.1990 and he also had the appointment letter and was drawing Rs. 1175/-. Later, he was removed from service without any inquiry and that he never submitted any tender for the purpose of contract.

18. Further the evidence of Subrata Ghosh, MW-1 on behalf of the petitioner disclose that the petitioner was given some work on contract relating to house cleaning, serving tea etc., which is the part of chief-examination. However, in the cross-examination, MW-1 on behalf of the petitioner testified that he cannot say whether respondent no. 4 was doing the job of housekeeping, cleaning, filing paper, serving tea, coffee and other miscellaneous works and also cannot say whether any tender was floated by the



management for the alleged contract works. Shri Subrata Ghosh MW1, the manager of BPCL testified that the jobs are of regular nature and that the respondent No. 4 was doing the job of serving, tea, coffee, housekeeping and monthly payment was paid to him as workman.

19. It is also relevant to mention that no document is filed before the Labour Court/ Industrial Tribunal by the Management/petitioner to prove that there was contract existing between the petitioner and respondent no. 4 to prove that respondent no. 4 was not the workman of BPCL and he had performed his duties based on the contract. In the absence of proper documentary evidence and further in the admission of the oral evidence by MW1, the Labour Court have rightly decided that the respondent No. 4 is an employee of the petitioner /Corporation.

20. This Court, therefore, finds no error or irregularity in the Award dated 30.07.2013 published on 12.02.2013 in Reference Case No. 01 of 2013.



21. In view of the above discussion, the Writ petition is dismissed as devoid of merits. dismissed.

(G. Anupama Chakravarthy, J)

sunilkumar/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	29.01.2026
Transmission Date	N/A

