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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 2937 OF 2025

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Dhara Rail Projects Private Limited,
Gala No.O, 196-K, Gaigaum,
Gai Wadi, Mumbai.

.... Petitioner

V/s.

- 1. Ashraf Ali Aslam Ali and 30 others,**
C/o Shri Jagdish Khairalia
General Secretary,
Shramik Janata Sangh,
Room No 28/29, Haji Habib
Building, Naigaum Cross Lane,
Dadar East, Mumbai- 400014.
- 2. The General Manager,**
Central Railway,
CSMT, Mumbai Division,
Mumbai-400 001.
- 3. The Senior Divisional Electrical
Engineer,** Central Railway,
CSMT Mumbai Division,
Mumbai- 400 001.
- 4. The Greaves Cotton Ltd.,**
Old Mumbai Pune Highway
Anna Sahib Nagar,
Chinchwad, Pimpri-Chinchwad,
Maharashtra -411019.

.... Respondents

**WITH
WRIT PETITION (ST) NO. 38494 OF 2025**

M/s. Greaves Cotton Limited,
Having its registered office at
Plot no.J2, MIDC, Chikalthana,
Aurangabad -431210
and its corporate office at
Unit a!, 5th Floor Tower – 3,
Equinox Business Park LBS Marg,
Mumbai- 400070,
through authorised Mrs. Shefali B.Sun,
Age- 50 Chief Human Resource.

....Petitioner.

V/s.

1. Ashraf Ali Aslam Ali and 30 others,
C/o Shri Jagdish Khairalia
General Secretary,
Shramik Janata Sangh,
Room No 28/29, Haji Habib Building,
Naigaum Cross Lane, Dadar East,
Mumbai- 400014.

2. The General Manager
Central Railway,
CSMT, Mumbai Division,
Mumbai-400 001.

**3. The Senior Divisional Electrical
Engineer,** Central Railway,
CSMT Mumbai Division,
Mumbai- 400 001.

....Respondents.

Mr. Pradhyuman M. Bhagat, for Petitioner in WP-
2937/2025.

Mr. Kiran S. Bapat, Senior Advocate with Mr. R. N.
Shah with Piyush N. Shah with Mr. Aditya Tayade with
Ms. Richa Pachon, for Petitioner in WPST/38494/2025
and Respondent no. 4 in WP/2937/2025.

Ms. Sneha Bharadwaj, for Respondent no. 1.

Mrs. Anjali Helekar with Ms. Anu Kaladharan, for
Respondent nos. 2 and 3.

CORAM : AMIT BORKAR, J.

RESERVED ON : MARCH 6, 2026.

PRONOUNCED ON : MARCH 17, 2026

JUDGMENT:

1. Since both the writ petitions raise substantially identical questions of law and arise from largely similar factual circumstances, they are being decided together by this common judgment. For the sake of convenience and clarity, the factual matrix as set out by the petitioner in Writ Petition No. 2937 of 2025 are treated as the lead case for the purpose of adjudication.

2. By the present writ petitions, the petitioner has assailed the order dated 13 January 2025 passed by the Regional Labour Commissioner (Central), functioning as the Authority under the Minimum Wages Act, 1948, in Application MCA No. 11 of 2022 instituted under Section 20(2) of the said Act. By the impugned order, the petitioner and respondent No. 4 have been directed to pay an amount of Rs. 43,76,953/- to respondent No. 1, who were the applicants before the Authority, towards the alleged difference of minimum wages, overtime wages and compensation as determined therein.

3. The facts giving rise to the present writ petition, according to petitioner, are as follows. The petitioner is a private limited company engaged in specialised electrical and engineering

maintenance works relating to railway and bus coaches. The petitioner was awarded a contract dated 5 July 2021 by respondent No. 4 for providing certain contractual services. These services, in particular, included trip maintenance / A-check and en-route operation, along with troubleshooting of DA sets installed in the power cars of EDG LHB type trains. The contract was for a period of two years commencing from 1 October 2021. In terms of the said contract, the petitioner was required to undertake maintenance and engineering work in respect of the trains allotted to it and also provide troubleshooting services for the DA sets through its skilled manpower. For the services rendered under the contract, the petitioner raised composite invoices upon respondent No. 4 covering both components of the services. The contract for trip maintenance / A-check of DA sets installed in power cars, as per the prescribed maintenance schedule, was awarded by the Railways at a rate of 30.06% below the tender rate of Rs. 1165.13/-. The contract for escorting, operation and troubleshooting of DA sets installed in power cars was awarded at 6% above the fixed tender rate of Rs. 116.02/-. Both components of work formed part of a composite contractual arrangement.

4. Prior to the petitioner undertaking the said work, similar services were being rendered to respondent No. 2 by M/s. Cummins India Limited through its contractor, M/s. Prisim Services Property Solutions Private Limited. Certain individuals forming part of respondent No. 1 had earlier been engaged by the said contractor and were remunerated accordingly. The said contractor had prepared a list of persons capable of providing escorting

services and utilised their services as and when required and depending upon their availability. These individuals were not engaged as monthly rated employees but functioned essentially as freelancers rendering specific services when called upon. According to the petitioner, there was no relationship of employer and employee between the petitioner and respondent No. 1. Their engagement was purely temporary and casual in nature and dependent upon the requirement of services. It is further the case of the petitioner that the payments made to them were at fixed rates which were higher than the rates prescribed under the Minimum Wages Act, 1948.

5. On 20 June 2022, respondent No. 1 filed an application under Section 20(2) of the Minimum Wages Act, 1948 claiming payment of the alleged difference in minimum wages and overtime wages for the period commencing from October 2021 onwards. According to the petitioner, the said application was vague and lacking in necessary particulars. The learned Authority therefore directed respondent No. 1 to submit a specific application supported by proper calculations. However, despite repeated directions in that regard, respondent No. 1 did not file any such specific application. The petitioner thereafter filed its reply raising several objections. It was specifically contended that the matter arose out of contractual arrangements between the petitioner and the service providers as well as between the petitioner and respondent No. 4. On that basis it was asserted that the appropriate Government would be the State Government and not the Central Government, and consequently the Regional Labour

Commissioner (Central) lacked jurisdiction to adjudicate the dispute.

6. During the course of the proceedings, certain information and details as called for by the Labour Commissioner were submitted by the petitioner as well as respondent Nos. 2 to 4. The grievance of the petitioner is that such material was not considered in its proper perspective. It is contended that the Authority proceeded in an arbitrary manner by referring to the Railway Servants Rules and certain other provisions which had neither been pleaded nor relied upon by any of the parties. No explanation was sought nor any opportunity of hearing was granted to the petitioner in respect of the reliance placed on those provisions. It is in these circumstances that the present writ petitions have been instituted challenging the legality and propriety of the impugned order.

7. Mr. Bhagat, learned Advocate appearing for the petitioner in Writ Petition No. 2937 of 2025, submitted that from the inception the arrangement between the petitioner and respondent No. 1 was not a contract of service but a contract for service. According to him, the contractual arrangement between the petitioner and respondent No. 4, and the further arrangement between respondent No. 4 and respondent No. 2, had no bearing upon the independent engagement between the petitioner and respondent No. 1. It was contended that the relationship between the petitioner and respondent No. 1 was not that of employer and employee, but that of a contractor and a contractee. The engagement of respondent No. 1 was neither continuous nor on a

monthly basis; rather, it was purely assignment based. The work was limited to escorting duties during the course of a train journey and the engagement came to an end upon completion of such journey. In that sense, the engagement was intermittent and not continuous in nature. Learned counsel further submitted that the Labour Commissioner failed to appreciate that respondent No. 1 were not employed in any scheduled employment specified either in Part I or Part II of the Schedule to the Minimum Wages Act, 1948. Consequently, according to the petitioner, the provisions of the Minimum Wages Act were not attracted and the application filed by respondent No. 1 was itself not maintainable. It was contended that the applicants had nowhere pleaded in their application, nor during the course of proceedings, that their work was covered under the scheduled employment described as “maintenance activity”. Despite the absence of such pleading, the Labour Commissioner, according to the petitioner, suo motu concluded that the nature of work performed by the workers constituted “maintenance activity” notified under the Central Government Notification S.O. 188(E). It was argued that the said notification in fact relates to workers engaged in construction or maintenance of roads or runways or in building operations, including laying underground electric, wireless, radio, television, telephone, telegraph and overseas communication cables, as well as similar underground cabling work, electric lines, water supply lines and sewerage pipelines. It was submitted that the said notification does not cover workers performing escorting duties on a running railway train.

8. It was further contended that the authority committed an error in concluding that an employer employee relationship existed between respondent No. 1 and the petitioner. According to the petitioner, the authority failed to examine whether the remuneration paid by the petitioner to respondent No. 1 could be treated as “wages” within the meaning of Section 2(h) of the Minimum Wages Act, 1948. Learned counsel submitted that the sole circumstance relied upon by the authority to infer an employer employee relationship was the alleged payment of wages by the petitioner to respondent No. 1. It was argued that the authority failed to consider that the determination of such relationship requires examination of several relevant factors, including supervision, control and the overall nature of engagement, and cannot be based merely on payment. It was further submitted that respondent No. 1 functioned as freelancers and their engagement was entirely dependent upon the contract awarded by respondent No. 4. They had no independent right to be assigned to any train or route. The record also indicated that respondent No. 1 had earlier worked with another contractor, subsequently worked with the petitioner during the tenure of the petitioner’s contract, and thereafter joined another contractor rendering similar services. This, according to the petitioner, clearly demonstrated that they were independent service providers engaged for a specific tenure, for specific work and for specific remuneration, and that the relationship could not be characterised as that of master and servant. Learned counsel further submitted that the authority erred in relying upon the Railway Servants

(Hours of Work and Period of Rest) Rules, 2005. It was contended that before invoking the said Rules, the authority was required to determine whether the persons concerned could be treated as railway servants. It was also necessary to determine whether the nature of their work was intensive or essentially intermittent, a determination which, according to the petitioner, falls within the authority of the Head of the Railway Administration. Reliance was placed upon the definition of “railway servant” under the Railways Act, which describes such servant as a person employed by the Central Government or by a Railway Administration in connection with railway service. It was submitted that respondent No. 1 were neither employed by the Central Government nor by any Railway Administration and therefore could not be treated as railway servants. On that basis it was argued that the benefits arising under the Railway Servants Rules of 2005 could not have been extended to them.

9. It was also submitted that the Labour Commissioner failed to appreciate that the petitioner had paid remuneration to the respondent workmen at the rate of Rs. 795/- for eight hours of duty. According to the petitioner, this payment was in conformity with the rates prescribed for the relevant category of workers under the Minimum Wages Act, 1948. In that view of the matter, there was no violation of the provisions of the Act or the Rules framed thereunder. Learned counsel further submitted that the contractual hourly charges agreed between respondent No. 4 and the petitioner, or between respondent Nos. 2 and 4, had no bearing upon the remuneration paid by the petitioner to respondent No. 1.

10. Mr. Bapat, learned Senior Advocate appearing for the petitioner in Writ Petition (St.) No. 38494 of 2025, submitted that the authority failed to appreciate that respondent No. 1 were admittedly employees of respondent No. 2, namely Dhara Rail Projects Private Limited, and that they were working under the direct control and supervision of respondent No. 2. It was contended that there existed a valid and subsisting contractual arrangement between the petitioner and respondent No. 2. According to learned counsel, had the authority examined the said contract in its proper perspective, it would have rejected the application filed by respondent No. 1 against the petitioner at the threshold. He further submitted that the authority also failed to note that there was no Government notification declaring the maintenance work of power cars of running trains as a scheduled employment under the Minimum Wages Act and that no minimum wages had been prescribed for such category of work. Learned Senior Counsel further contended that the authority failed to appreciate that respondent No. 1 workmen were not engaged in any scheduled employment under the Act. It was submitted that the authority also overlooked the definition of “contractor” contained in Section 2(1)(c) of the Contract Labour (Regulation and Abolition) Act, 1970, which includes within its ambit a sub contractor. According to learned counsel, if the said definition had been properly applied, respondent No. 2, being a sub contractor, ought to have been treated as the relevant contractor for the purposes of the engagement. Despite this, the authority directed the petitioner along with respondent No. 2 to pay the amount of

Rs. 43,76,953/-. Learned counsel referred to the finding recorded by the authority that an employer employee relationship existed between the applicants and opponent No. 4, and that opponent No. 2 as the principal employer had awarded the contract to opponent No. 3 who in turn engaged opponent No. 4 as a sub contractor, and therefore opponents Nos. 3 and 4 were jointly responsible for payment of minimum wages. It was contended that such finding was erroneous.

11. Per contra, Ms. Bharadwaj, learned Advocate appearing for respondent No. 1, submitted that the contention of the petitioner that no employer employee relationship existed between the petitioner and the respondent workmen was wholly incorrect. According to her, even if the workmen were deployed on particular trains depending upon the assignments available, such engagement would not negate the existence of an employment relationship. She pointed out that several documents were produced before the Authority under the Minimum Wages Act, including documents forming part of the application filed by the respondent workmen. Among them were samples of identity cards issued to the respondent workmen by respondent No. 4, namely Greaves Cotton Limited, for a period of two years. These identity cards bore the logo of the company and the signature of the authorised signatory of the petitioner as service provider, and were also countersigned by the Railway authorities. Similar identity cards were placed on record by all the respondent workmen before the Regional Labour Commissioner (Central). Learned counsel for respondent No. 1 further submitted that the contention that the

workmen were paid wages above the minimum rates prescribed under the Minimum Wages Act was factually incorrect. According to her, the petitioner had attempted to create confusion regarding whether the applicable minimum wages were those notified by the State Government or those notified by the Central Government. It was submitted that for the entire relevant period from October 2021 to April 2022 the respondent workmen were paid at the rate of Rs. 711/- per day. This amount, according to the respondent, was lower than the minimum wages prescribed even for semi skilled workmen, and certainly lower than the rates applicable to skilled workers. It was further pointed out that the Regional Labour Commissioner (Central) had correctly noted that the applicable minimum wage for skilled workers during the relevant period was Rs. 795/- per day.

12. It was also submitted that in the present case the appropriate Government was the Central Government and that the Regional Labour Commissioner (Central) had jurisdiction to adjudicate the dispute. According to respondent No. 1, the petitioner functioned as a sub contractor under the contractor, respondent No. 4 Greaves Cotton Private Limited, which in turn had entered into an agreement with the railway authorities. Reliance was placed upon Clause 1.2.31 of the E-Bid document which specifically provides that the contractor shall comply with all legal provisions relating to industrial labour laws and hours of employment regulations in force, and that the wages payable to the contractor's staff shall be in accordance with the provisions of the Minimum Wages Act as amended from time to time. It was further submitted that the

contract in question concerned work performed on railway trains which fall under the authority of the Central Railway. Consequently, the expression “minimum wages” used in the contractual documents could only refer to the minimum wages notified by the appropriate Government in respect of railway establishments, namely the Central Government. It was therefore submitted that these contractual obligations were clearly binding upon respondent No. 4 Greaves Cotton Private Limited. Learned counsel further relied upon the contractual stipulation which provided that Dhara Rail Projects Private Limited would be responsible for complying with statutory requirements under various labour legislations including the Employees Provident Fund Act, the Employees State Insurance Act, the Workmen’s Compensation Act, the Payment of Wages Act and the Minimum Wages Act in respect of employees engaged for execution of railway tenders issued to Greaves Cotton Limited.

13. It was therefore contended that the reference to minimum wages in the relevant contractual document could only mean the minimum wages prescribed for railway tenders, that is to say those notified by the Central Government. Learned counsel submitted that the respondent workmen were skilled technicians who were entrusted with duties involving operation, maintenance and troubleshooting of DA sets installed in power cars of long distance trains travelling across the country. In view of the nature of the work and the railway establishment in which it was performed, the appropriate Government could only be the Central Government. Consequently, the Regional Labour Commissioner (Central) was

fully competent to adjudicate the dispute relating to payment of minimum wages. Learned counsel further submitted that the nature of duties performed by the respondent workmen while escorting running trains was such that their work could not be confined to a fixed eight hour schedule. When deployed on a running train they were required to remain on duty for operational, maintenance and emergency purposes throughout the journey. It would therefore be incorrect to assume that they worked strictly for eight hours and remained idle for the remainder of the time, as suggested by the petitioner. At the same time it would also be unrealistic to assume that they worked continuously without rest. In these circumstances, the authority adopted a reasonable approach by drawing guidance from the Railway Servants (Hours of Work and Period of Rest) Rules, 2005. Rule 10(2) of the said Rules provides for the principle of averaging and payment of overtime allowance in the case of running and operating staff. Although the respondent workmen were not railway servants in the strict sense, the authority adopted the said principle by averaging the duty hours at eight hours of regular work and four hours of overtime for each day, with overtime payable at double the rate. On that basis, a train journey lasting between twenty four and thirty six hours over two days would translate into sixteen hours of work and eight hours of overtime, which according to the respondent was a reasonable estimation of the actual work performed.

14. It was further submitted that the Regional Labour Commissioner (Central) had correctly concluded that the work

performed by the respondent workmen fell within the category of skilled work. Learned counsel reiterated that the petitioner had paid the workmen only Rs. 711/- per day. While the respondent workmen had initially claimed that they were highly skilled workers entitled to wages of Rs. 864/- per day, the authority ultimately held that they should be treated as skilled workers entitled to wages of Rs. 795/- per day. It was therefore incorrect to suggest that the authority had treated the work as semi skilled or had failed to specify the applicable wage rate. Learned counsel submitted that the impugned order contained detailed reasoning and calculations. The annexure to the order clearly showed the computation of wage shortfall, calculation of overtime and the grant of a lump sum compensation of Rs. 3,000/- to each workman as penalty for delayed payment. Learned counsel for respondent No. 1 further submitted that the finding of the authority that the work of the respondent workmen fell within the scheduled employment under the Minimum Wages Act was reasonable and justified. Reliance was placed upon the Central Government Notification No. S.O. 188(E) dated 19 January 2017 and the subsequent revisions thereof, which recognise “maintenance of electric work” as a scheduled employment. According to her, the maintenance and troubleshooting of power cars in running trains necessarily involved maintenance of electrical equipment and therefore fell within the said category. It was also pointed out that the railway tender itself mandated compliance with the Minimum Wages Act, which would not have been necessary had the work not been covered by the Act. Learned counsel also pointed out that the

authority had taken into account the practical nature of the duties performed by the respondent workmen. Once a workman boarded a running train he remained on the train for a continuous period ranging between twenty four to thirty six hours, often spread over two days. On certain occasions he might remain on the train for a few hours on one day and continue for extended hours on the next day. In order to arrive at a fair estimation of working hours, the authority adopted the method of averaging eight hours of regular duty and four hours of overtime per day, drawing guidance from the Railway Servants (Hours of Work and Period of Rest) Rules, 2005. According to the respondent, this approach was necessitated by the peculiar nature of the work and did not violate any provision of the Minimum Wages Act.

15. Lastly, it was submitted that the contention of the petitioner that its pleadings and submissions were not considered by the authority was without substance. Learned counsel submitted that all relevant contentions raised by the parties were duly considered and the authority passed a detailed and reasoned order. It was therefore denied that the impugned order suffered from any illegality, perversity or violation of legal principles. On the contrary, it was asserted that the order was just, fair and based on proper appreciation of the material on record and therefore did not warrant interference in exercise of writ jurisdiction.

REASONS AND ANALYSIS:

16. I have read the record. I have heard counsel for the parties. I have carefully considered the submissions and the material placed

before the Authority and this Court.

17. The first question which arises for consideration is about jurisdiction. It must first be seen which Government is the appropriate Government and which authority was competent to entertain and decide the dispute. The contract work in the present case concerns maintenance, operation and troubleshooting of DA sets fitted in power cars of trains. These duties are performed on running trains which travel long distances and operate as part of the railway system. Therefore, the work is not some private activity carried out in a factory or workshop of the petitioner. The work is directly connected with railway operations and the functioning of trains. This factual aspect cannot be ignored while examining the question of jurisdiction.

18. The contract documents themselves throw light on this issue. The tender conditions and the E-Bid documents clearly provide that the contractor must comply with all labour laws and particularly the provisions of the Minimum Wages Act. The clause in the tender further states that the wages payable to the contractor's staff must be in accordance with the Minimum Wages Act as amended from time to time. This condition was accepted by the contractor while submitting the bid and executing the contract. Thus, the contractual scheme itself recognises that labour law compliance forms part of the obligation undertaken by the contractor. When the nature of work is examined together with the contractual obligations, it becomes evident that the work is intimately connected with railway operations. The Railways are administered by the Central Government. Therefore, in such

matters the Central Government acts as the appropriate Government for the purposes of labour legislation. In such circumstances, the Regional Labour Commissioner (Central), who functions as the authority under the Minimum Wages Act, cannot be said to lack jurisdiction to entertain the application.

19. The contention raised by the petitioner that the State Government alone would be the appropriate Government does not find support either in the contract documents or in the nature of duties performed by the workers. The work was not limited to a local establishment or a private enterprise operating within the exclusive sphere of the State Government. It was work connected with railway services and performed on trains belonging to the railway administration. The chain of contract also shows that the work ultimately arose from a railway tender. Therefore, the dispute relating to payment of minimum wages to persons engaged in such work falls within the jurisdiction of the Central labour authorities. For these reasons, the challenge raised by the petitioner to the jurisdiction of the Regional Labour Commissioner cannot be accepted.

20. The next question concerns whether the work performed by the respondent workmen falls within a scheduled employment under the Minimum Wages Act. The Authority has taken the view that the work performed by the workmen falls within the category of maintenance of electric work as notified by the Central Government in its notification. According to the Authority, the duties performed by the workmen involve operation, maintenance and troubleshooting of DA sets fitted in the power cars of trains,

and such work necessarily relates to maintenance of electrical equipment. The petitioner has argued that the notification relied upon by the Authority relates only to construction activities such as roads, runways, underground cabling and similar works. According to the petitioner, the notification cannot be extended to cover escorting duties on running trains. However, this submission appears to adopt a very narrow reading of the notification. The expression “maintenance of electric work” used in the notification cannot be confined only to construction projects or underground cabling works. Electrical maintenance may arise in various sectors where electrical equipment is used as part of an operational system.

21. In the present case, the DA sets installed in the power cars of trains form an essential component of the electrical system of the train. These sets provide necessary electrical supply required for the functioning of various facilities in the train. The work of maintaining, operating and troubleshooting these sets clearly involves technical work connected with electrical equipment. In substance, therefore, the work carried out by the respondent workmen is work relating to maintenance of electrical systems. When seen in this light, the conclusion drawn by the Authority that the work falls within the notified category of maintenance of electric work cannot be said to be unreasonable. Another aspect also supports this conclusion. The tender document itself required the contractor to comply with the Minimum Wages Act. Such a condition would not ordinarily be inserted in a tender if the work was entirely outside the scope of the Act. The presence of such a

clause shows that the railway authorities themselves expected the contractor to follow minimum wage requirements. Taking all these factors together, the conclusion reached by the Authority that the work is covered by scheduled employment under the Minimum Wages Act appears to be justified and does not call for interference.

22. The next issue concerns the existence of an employer and employee relationship. The petitioner strongly contends that no such relationship existed between the petitioner and the respondent workmen. According to the petitioner, the workmen were freelancers who were engaged only on assignment basis depending upon the requirement of a particular train journey. It is argued that the engagement ended once the journey was completed and therefore the work cannot be treated as regular employment. The record shows that the workmen were issued identity cards which bore the details of the service provider and were also countersigned by railway authorities. These identity cards enabled the workmen to enter the train and perform the assigned duties. Such identity cards indicate that the workmen were formally recognised as part of the workforce deployed by the contractor for the purpose of executing the contract. Under the tender conditions, the contractor was required to provide skilled manpower for operation and maintenance of the DA sets. The contractor was also responsible for ensuring compliance with labour laws in relation to such manpower. When a contractor undertakes an obligation to supply manpower and supervise the work performed by such persons, the relationship between the

contractor and those persons generally assumes the character of employment for the purposes of labour legislation.

23. The mere fact that the work may not have been performed every day or that the engagement depended upon the requirement of train journeys does not necessarily destroy the relationship of employment. Many categories of employment involve shift based work depending upon operational needs. What is important is the overall arrangement and the degree of control exercised over the workmen. The evidence placed before the Authority indicated that the contractor had the responsibility to deploy the workers, supervise their duties and make payment for the work performed.

24. The petitioner has also relied upon the circumstance that some of the workmen had earlier worked with other contractors and later joined other contractors after completion of the petitioner's contract. In the present labour market it is not uncommon for skilled workers to move from one contractor to another depending upon availability of work. Such movement of labour does not by itself negate the existence of employment during the period when the workers were actually engaged by a particular contractor. Therefore, the reasoning adopted by the Authority in holding that an employer employee relationship existed during the relevant period appears to be sound.

25. Another question which arose before the Authority was whether the amounts paid by the petitioner to the workmen could be regarded as wages within the meaning of Section 2(h) of the Minimum Wages Act. The petitioner has asserted that it paid

remuneration at the rate of Rs.795 per eight hours of work and therefore there was no violation of minimum wage requirements. On the other hand, the respondent workmen have contended that they were in fact paid only Rs.711 per day during the relevant period. Thus, there existed a dispute regarding the actual rate of payment made to the workmen. The Authority examined the payroll records, the statements of claim and other documents produced by the parties. It also considered the contractual requirement which mandated compliance with the Minimum Wages Act. After examining the material on record, the Authority concluded that the payments made to the workmen were lower than the statutory minimum wages applicable to the category of skilled workers during the relevant period. In writ jurisdiction, this Court does not ordinarily re-examine factual findings unless they are shown to be perverse or unsupported by the record. In the present case the petitioner has mainly relied upon assertions made in the pleadings without producing clear documentary evidence to demonstrate that the statutory wages were in fact paid. In contrast, the Authority has given detailed calculations showing the shortfall in wages and the corresponding amounts payable. Therefore, the conclusion reached by the Authority regarding underpayment of wages cannot be said to be arbitrary.

26. Another argument advanced by the petitioner relates to the reliance placed by the Authority upon the Railway Servants (Hours of Work and Period of Rest) Rules, 2005 for determining working hours and overtime. According to the petitioner, these rules apply only to railway servants and cannot be applied to workers engaged

by a contractor. It is also contended that the determination of whether work is intensive or intermittent lies with the railway administration. It is true that the respondent workmen cannot be treated as railway servants in the strict legal sense. However, a careful reading of the impugned order shows that the Authority did not treat the workmen as railway servants nor did it apply the rules as binding law. The Authority merely used the principles contained in those rules as guidance while assessing the peculiar nature of working hours of the workmen. The duties performed by the workmen involved remaining on running trains for long hours. A single journey could last from twenty four hours to thirty six hours. During such journeys the workmen were required to remain available for operational and emergency duties relating to the DA sets. In such circumstances it would not be realistic to treat the work as confined to a rigid eight hour shift. At the same time it would also not be correct to assume that the workers were continuously working every minute during the entire journey.

27. To address this practical difficulty, the Authority adopted the principle of averaging. By applying this method, the Authority treated eight hours of duty as normal work and an additional four hours as overtime for each day. This approach was supported by the scheme followed in railway rules for running staff who also work for long durations during train journeys. The Authority therefore used a comparable scheme to arrive at a fair estimation of working hours. When a tribunal adopts such a reasonable method to deal with an unusual working arrangement, the Court should not interfere merely because another method might also

have been possible. The approach adopted by the Authority appears to be practical and based on common sense. There is no indication that the Authority acted arbitrarily or in disregard of legal principles.

28. The next aspect concerns classification of the work as skilled work and the applicable wage rate. The Authority examined the nature of duties performed by the workmen. The work involved technical handling of DA sets, identification of faults, troubleshooting and ensuring proper functioning of electrical systems in the power cars. Such duties clearly require technical knowledge and skill. The respondent workmen had claimed that they should be treated as highly skilled workers and therefore entitled to a higher wage rate. The Authority did not fully accept this claim. Instead, the Authority classified the work as skilled work and fixed the applicable rate at Rs.795 per day for the relevant period. Thus the Authority adopted a balanced approach between the claim of the workmen and the objections raised by the petitioner. The record contains an annexure which sets out the calculations in detail. The annexure shows the difference between wages actually paid and the wages legally payable, the overtime amount and a modest lump sum compensation awarded to each worker for delayed payment. The reasoning contained in the order indicates that the Authority applied its mind to the facts and arrived at its conclusions through a logical process. There is therefore no reason to disturb the classification adopted by the Authority.

29. Another submission which has been strongly pressed on behalf of the petitioner in Writ Petition (St.) No. 38494 of 2025 concerns the contractual structure under which the work was executed. The petitioner submits that the authority has proceeded on an incorrect understanding of the relationship between the parties. According to the petitioner, the impugned order itself records that the employer employee relationship existed between the subcontractor and the workmen engaged by him. On that basis it is argued that the petitioner cannot be saddled with liability for payment of wages, because the workers were engaged by the subcontractor and not directly by the petitioner.

30. At this stage, it becomes necessary to consider the legal position relating to responsibility for payment of wages where the work is carried out through a contractor. In this regard, useful guidance can be drawn from the decision in *State Bank's Staff Union (K) v. State Bank of India*, reported in 2021 SCC OnLine Kar 15929. The said judgment examines the scope of Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970 and Rule 25(2)(v)(a) of the Rules framed thereunder. Section 21 of the Act lays down the statutory responsibility regarding payment of wages to contract labour. The provision first places the primary responsibility upon the contractor. Sub-section (1) clearly states that the contractor shall be responsible for payment of wages to each worker employed by him as contract labour. The wages must be paid within the prescribed time. However, the statute does not stop there. Sub-sections (2) and (3) of Section 21 further create a responsibility upon the principal employer. The principal employer

is required to nominate an authorised representative who must remain present at the time when the contractor disburses wages.

31. The most important part of the provision appears in Section 21(4). This sub-section provides that if the contractor fails to make payment of wages within the prescribed period, or if the contractor makes a short payment, the principal employer shall become liable to pay the wages in full or to pay the unpaid balance due to the workers. After making such payment, the principal employer is entitled to recover the amount from the contractor, either by deduction from the contractual payments or as a debt recoverable from the contractor.

32. The Karnataka High Court in the above decision examined these provisions in detail. The Court observed that from a close reading of Section 21(4), it becomes evident that the principal employer carries an obligation to ensure that the workers engaged through the contractor receive their wages. The judgment further explains that Rule 25(2)(v)(a) of the Contract Labour Rules provides that when contract labour performs the same or similar kind of work as that performed by workers directly employed by the establishment, the wage rates, holidays, hours of work and other service conditions applicable to the contractor's workmen must be the same as those applicable to the directly employed workers performing similar work.

33. When this legal principle is applied to the present dispute, the reasoning adopted by the authority becomes easier to understand. In above circumstances, the authority considered it

necessary to determine responsibility not only of the contractor who directly engaged the workers but also of the principal employer within the contractual chain. If the contractor who engages the workmen fails to pay the required wages or makes short payment, the law permits the principal employer to be held responsible for ensuring that the workers receive their lawful dues. Thereafter, the principal employer may recover the amount from the contractor.

34. Finally, the petitioner has argued that the Authority relied upon certain provisions which were not pleaded by the parties and therefore violated principles of natural justice. The impugned order contains clear reasoning and detailed calculations. The petitioner has not shown that any specific document or argument placed by it was ignored by the Authority. Nor has the petitioner demonstrated that it was denied an opportunity to present its case. In the absence of such material, the allegation of procedural unfairness cannot be accepted.

35. For all these reasons, the conclusions reached by the Authority appear to be supported by the evidence and by the applicable legal principles. Therefore, no ground is made out for interference with the findings recorded by the Authority.

36. In view of the foregoing discussion and for the reasons recorded above, the following order is passed.

37. Writ Petition No. 2937 of 2025 and Writ Petition (St.) No. 38494 of 2025 stand dismissed.

38. The order dated 13 January 2025 passed by the Regional Labour Commissioner (Central) in Application MCA No.11 of 2022 is upheld.

39. The petitioners shall comply with the directions contained in the impugned order and ensure payment of the amounts determined therein to the respondent workmen within a period of four weeks from the date of this judgment. If the amount has already been deposited or partly paid during the pendency of the proceedings, such amount shall be duly adjusted towards the liability determined by the Authority.

40. In the circumstances of the case, there shall be no order as to costs.

41. At this stage, learned Advocates for the respective petitioner prayed for continuation of the ad-interim relief. However, for the reasons recorded in the present judgment, said prayer for continuation of the ad-interim relief is rejected.

(AMIT BORKAR, J.)