



2026:DHC:4841-DB



* IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment Reserved on: 10.04.2026

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Judgment Delivered on: 29.05.2026

+ **LPA 1191/2024**

GENERAL SECRETARY ALL INDIA KAMGAR
UNION

.....Appellant

versus

MAHANAGAR TELEPHONE NIGAM LTD AND
ORS.

.....Respondents

Advocates who appeared in this case

For the Appellant : Mr. Fidel Sebastian and Mr. Rishi
Nandy, Advocates.

For the Respondents : Mr. Chandan Kumar and Mr. Vikram
Sharma, Advocates.

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TEJAS KARIA

JUDGMENT

TEJAS KARIA, J

1. The present Letters Patent Appeal has been preferred against the Order dated 27.02.2024 ("**Impugned Order**") passed in W.P.(C) 6597/2018 ("**Writ Petition**") titled as "*Mahanagar Telephone Nigam Ltd. V. General Secretary, All India Kamgar Union and Ors.*" whereby the learned Single Judge had set aside the award dated 12.03.2018 ("**Award**") passed by the Deputy Chief Labour Commissioner in ND-20(04)2017-P.A.DYC ("**Application**").



2. The Appellant is a Trade Union comprising of various types of workmen employed by Respondent No. 1, M/s Mahanagar Telephone Nigam Limited. Respondent No. 1 is one of the oldest telecom service providers in India and a company duly incorporated under the Companies Act, 1956. Respondent No. 2 is the Annual Maintenance Contract (“**AMC**”) contractor of Respondent No. 1. Respondent No. 3 is the learned Deputy Chief Labour Commissioner who had passed the Award.

FACTUAL MATRIX

3. In the year 2016, Respondent No. 1 invited bids for the AMC pursuant to Tender Enquiry dated 08.07.2016 (“**Tender**”), which was ultimately awarded to Respondent No. 2.

4. The Appellant filed the Application before Respondent No. 3 under Rule 25(2)(v)(a) of the Contract Labour (Regulation & Abolition) Central Rules, 1971 (“**Rules**”), seeking parity in salary and allowances for the 64 contractual workmen deputed by Respondent No. 2 to Respondent No. 1 (“**Contractual Workmen**”), who were engaged as technicians and super-skilled technicians in terms of the Tender, with those payable to the permanent workmen of Respondent No. 1 in the category of Phone Mechanic, on the ground that they discharged duties of a similar nature.

5. Upon adjudication of the Application, Respondent No. 3 passed the Award, directing that all Contractual Workmen deployed by Respondent No. 2 in the establishment of Respondent No. 1 would be entitled to the pay scale of ₹12500–₹27170, together with additional dearness allowance at the rate of 117.1% per month, for the contractual period from 15.10.2016 to 14.10.2017.



6. Respondent No. 2, thereafter, preferred an appeal before Respondent No. 3 by letter dated 27.04.2018. However, the said appeal was rejected on the ground that no appellate remedy is provided under Rule 25(2)(v)(a) of the Rules.

7. Thereafter, Respondent No. 1 instituted the Writ Petition challenging the Award passed by Respondent No. 3. By the Impugned Order, the learned Single Judge allowed the Writ Petition and set aside the Award. Aggrieved thereby, the Appellant has preferred the present Appeal.

SUBMISSIONS ON BEHALF OF THE APPELLANT

8. The learned Counsel for the Appellant made the following submissions:

8.1 The Impugned Order is contrary to the principles of natural justice and is unsustainable in law. The learned Single Judge failed to duly appreciate the law laid down by the Supreme Court in ***State of Punjab and Ors. v. Jagjit Singh and Ors.***, (2017) 1 SCC 148, wherein it was held that the principle of equal pay for equal work extends to daily-wage, casual, and contractual employees who discharge duties similar to those performed by permanent employees.

8.2 The learned Single Judge erred in concluding that the duties performed by the Contractual Workmen were distinct from those discharged by the permanent employees of Respondent No. 1. According to the Appellant, the Impugned Order is non-speaking in nature and reflects non-application of mind, particularly as no cogent reasons were assigned for drawing a



distinction between the permanent employees of Respondent No. 1 and the Contractual Workmen, despite the settled legal position that equal work warrants equal pay.

- 8.3 The learned Single Judge failed to consider that, before Respondent No. 3, the only contention raised was that the Contractual Workmen were not performing skilled work, which contention was rejected by Respondent No. 3 upon consideration of the work details furnished by Respondent No. 1. The very same material was subsequently relied upon by the learned Single Judge to conclude that the Contractual Workmen were not performing duties comparable to those of the permanent employees of Respondent No. 1, without affording the Appellant an opportunity to address the issue or lead evidence in that regard.
- 8.4 The learned Single Judge failed to appreciate that, although the contractors engaged by Respondent No. 1 changed from time to time, the contracted workmen substantially remained the same, and some of them continued to work with Respondent No. 1 for periods extending beyond ten years. On this basis, it was contended that the contractual arrangement was a sham devised to deny the Contractual Workmen wages commensurate with the nature of work performed by them.
- 8.5 The learned Single Judge, while deciding the Writ Petition, failed to appreciate that livelihood constitutes the means by which a person secures the necessities of life, and that the right



to livelihood forms an integral part of the right to life. Deprivation of livelihood, it was contended, would therefore amount to an infringement of the right to life itself.

9. In view of the aforesaid submissions, it was prayed that the present Appeal be allowed and the Impugned Order be set aside.

SUBMISSIONS ON BEHALF OF THE RESPONDENTS

10. The learned Counsel for the Respondents made the following submissions:

10.1. The doctrine of equal pay for equal work can be invoked only upon a clear establishment that the eligibility criteria, mode of recruitment, nature and quality of duties, degree of effort, reliability, confidentiality, dexterity, functional requirements, responsibilities, and status attached to both posts are identical. In the present case, according to the Respondents, the Contractual Workmen were performing an entirely different set of duties, and there was no comparability whatsoever between their functions and the skills and responsibilities of the permanent employees of Respondent No. 1. In the absence of complete identity between the two posts, no claim of equivalence could be sustained. Accordingly, there was no identity between the work performed by the Contractual Workmen and that discharged by the permanent employees of Respondent No. 1.

10.2. The Contractual Workmen were not employees of Respondent No. 1 and, therefore, no question arose of claiming pay parity



with the permanent employees of Respondent No. 1. A pay scale is attached to a definite post, and since the Contractual Workmen did not hold any post under Respondent No. 1, any comparison between them and the permanent employees of Respondent No. 1 was inherently untenable in law. There was no permanent workman of Respondent No. 1 deployed for tower maintenance with whom the wages of the Contractual Workmen could legitimately be compared.

10.3. The learned Single Judge had rightly held that the Contractual Workmen did not discharge any specific role under Respondent No. 1 but were working under the control and supervision of Respondent No. 2. The contract awarded to Respondent No. 2 was neither sham nor bogus, but was a genuine contract entered into on a principal-to-principal basis. Consequently, according to the Respondents, the said workmen could not, in any manner, be regarded as direct employees of Respondent No. 1.

10.4. The learned Single Judge had correctly held, on the basis of the pleadings and material placed on record by Respondent No. 1, that the permanent employees of Respondent No. 1 were responsible for discharging the duties of a lineman, wireman, cable splicer, and such other functions as may be assigned by its officials. It was, therefore, contended that the nature of duties performed by the permanent employees of Respondent No. 1 was materially different from that performed by the Contractual Workmen. On that basis, the Respondents



submitted that the Award was legally unsustainable and was rightly set aside by the learned Single Judge.

11. In view of the above submissions, the present Appeal deserves to be dismissed.

ANALYSIS AND FINDINGS

12. We have heard the learned counsel for the parties and perused the Impugned Order.

13. By way of the present Appeal, the Appellant has assailed the Impugned Order passed by the learned Single Judge, whereby the Writ Petition preferred by Respondent No. 1 came to be allowed on the finding that the nature of duties performed by the permanent employees of Respondent No. 1 and the Contractual Workmen was distinct, and that the Award passed by Respondent No. 3 was, therefore, legally unsustainable, since equal pay cannot be granted for unequal work.

14. It is the case of the Appellant that the learned Single Judge erred in holding that the nature of duties performed by the permanent employees of Respondent No. 1 and the Contractual Workmen was different, despite the settled legal position that contractual employees are entitled to equal pay where they perform equal work. It was further contended that, although the contractors engaged by Respondent No. 1 changed periodically, the Contractual Workmen substantially remained the same, with some of them continuing to work with Respondent No. 1 for periods exceeding ten years. On this basis, it was urged that the contractors engaged by Respondent No. 1 were sham contractors, engaged only to deny the Contractual Workmen wages commensurate with the work performed by them.



15. The proposition that contractual employees are entitled to equal pay for equal work was not disputed by learned counsel for the Respondents. However, it was submitted on behalf of the Respondents that the nature of work performed by the permanent employees of Respondent No. 1 and the Contractual Workmen was substantially different and, therefore, the Contractual Workmen were not entitled to claim parity in pay with the permanent employees of Respondent No. 1. It was further submitted that the Contractual Workmen did not hold any post under Respondent No. 1 and were deputed through a contractor, namely Respondent No. 2; consequently, any comparison with the permanent employees of Respondent No. 1 was inherently untenable in law.

16. The first question that arises for consideration is whether the scope of work of the Contractual Workmen was the same as that of the permanent employees of Respondent No. 1. The permanent employees of Respondent No. 1 were responsible for discharging the duties of a lineman, wireman, cable splicer, and such other functions as may be assigned by the officials of Respondent No. 1. In contrast, the duties of the Contractual Workmen, as delineated in the Scope of Services under the Tender executed between Respondent No. 1 and Respondent No. 2, were confined to “carrying out electrical, mechanical and technical maintenance services at cell sites”. Thus, the nature and scope of the duties performed by the permanent employees of Respondent No. 1 and the Contractual Workmen were materially different. There was no permanent workman of Respondent No. 1 deployed for maintenance of towers with whom the wages of the



Contractual Workmen could legitimately be compared; consequently, there was no basis for the Contractual Workmen to claim parity in pay.

17. Further, where employees or workmen are engaged through a contractor, it remains within the contractor's discretion to determine whom to engage and the manner in which such persons are selected and deputed to the principal employer. If contractual employees engaged through a contractor and deployed to work are accorded the same benefits as permanent employees, it would amount to conferring legitimacy upon a process that may not be governed by any prescribed mechanism of selection. Accordingly, even assuming that the work performed by the Contractual Workmen and the permanent employees of Respondent No. 1 was similar, parity in benefits could not, in the facts of the present case, be granted to the Contractual Workmen deputed by Respondent No. 2. The Appellant has also failed to establish that Respondent No. 2 was a sham contractor engaged by Respondent No. 1 to avoid payment of lawful wages to the Contractual Workmen. On this ground as well, the Appellant's claim for equal pay is liable to fail.

18. In view of the foregoing analysis, we are of the considered opinion that the Appellant has failed to make out any ground warranting interference with the Impugned Order. Accordingly, the present Appeal is dismissed. There shall be no order as to costs.

TEJAS KARIA, J

DEVENDRA KUMAR UPADHYAYA, CJ

MAY 29, 2026

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