

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR, (M.P.)

Present: P.K.Srivastava

H.J.S..(Retd)

1. NO. CGIT/LC/ R 08/2017

**Sh. Aleem Khan
 S/o Sh. Mateen Khan,
 H No. 12, Ratkhana Road,
 Tolwali Masjid Budhwara,
 Bhopal (M.P.)**

Workman

V/s

**Director,
 Doordarshan Kendra,
 Shyamla Hills,
 Bhopal (M.P.)- 462013**

**Management
Leading Case**

2. NO. CGIT/LC/R/96/2016

**Shri Gulab Prajapati,
 S/o Shri. Gokul Prajapati,
 H No. 14, Ram Mandir,
 Jinsi Chouraha, Chiklod Road,
 Bhopal (M.P.) 462013**

Workman

V/s

**Director,
 Doordarshan Kendra,
 Shyamla Hills,
 Bhopal (M.P.)- 462013**

Management

3. NO. CGIT/LC/R/101/2016

**Shri Akhilesh Kumar Verma,
 S/o Shri Ramlal Verma,
 A-70, Shastri Nagar,
 Bhadbhada Road,
 Bhopal (M.P.)**

Workman

V/s

Director,
Doordarshan Kendra,
Shyamla Hills,
Bhopal (M.P.)- 462013

Management

4. NO. CGIT/LC/R/99/2016

Shri Mirza Khabar Beg,
S/o M.M.H. Beg,
HIG-1, Mujaffar Apartment,
Ibrahimpura, Bhopal (M.P.)

Workman

V/s

Director,
Doordarshan Kendra,
Shyamla Hills,
Bhopal (M.P.)- 462013

Management

5. NO. CGIT/LC/R/98/2017

Shri Mayuresh Vishwakarma,
S/o Shri Jagdamba Prasad Vishwakarma,
G-2/177, Gulmohar,
Bhopal (M.P.)

Workman

V/s

Director,
Doordarshan Kendra,
Shyamla Hills,
Bhopal (M.P.)- 462013

Management

6. NO. CGIT/LC/R/95/2016

Shri Ramesh Prasad,
S/o Shri Harishchandra,
C/o Shri Kanhiram, H.No. 409,
Dharampuri, Shyamla Hills,
Bhopal (M.P.) 462013

Workman

V/s

Director,
Doordarshan Kendra,

Shyamla Hills,
Bhopal (M.P.)- 462013

Management

7. NO. CGIT/LC/R/98/2016

Smt. Savita Gaikwad,
W/o Shri Milind Gaikwad,
R/o 24-A, Banjari Society,
Kolar Road,
Bhopal (M.P.)462013

Workman

V/s

Director,
Doordarshan Kendra,
Shyamla Hills,
Bhopal (M.P.)- 462013

Management

8. NO. CGIT/LC/R/97/2016

Shri Shivmangal Singh Bhisen,
S/o Omkar Singh Bhisen,
D-32, Sowbhagya Nagar,
Semra Road, Govindpura,
Industrial Area,
Bhopal (M.P.) 462013

Workman

V/s

Director,
Doordarshan Kendra,
Shyamla Hills,
Bhopal (M.P.)- 462013

Management

(JUDGMENT)

(Passed on this 23rd day of July, 2026)

In R/08/2017:

As per letter dated **17/01/2017** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under ***Section-10 of Industrial Disputes Act, 1947*** (in short

the 'Act'), vide Notification **No. L-42012/113/2016 (IR(DU))** dt. **17/01/2017**. The dispute under reference relates to:-

“Whether the action of the management of Director, Doordarshan Kendra, Bhopal in refusing employment to Shri Aleem Khan w.e.f. 08.04.2015 is legal & justified? If not, to what relief the workman concerned is entitled to?”

In R/96/2016:

As per letter dated **16/11/2016** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act'), now The Industrial Relations Code 2020 (in short the Code) as per Notification **No. L-42012/91/2016 (IR(DU))** dt. **16/11/2016**. The dispute under reference relates to:-

“Whether the action of the management of Director, Doordarshan Kendra, Bhopal in refusing employment to Shri Gulab Prajapati w.e.f. 08.04.2015 is legal & justified? If not, to what relief the workman concerned is entitled to?”

In R/101/2016:

As per letter dated **16/11/2016** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act'), now The Industrial Relations Code 2020 (in short the Code) as per Notification **No. L-42012/96/2016 (IR(DU))** dt. **16/11/2016**. The dispute under reference relates to:-

“Whether the action of the management of Director, Doordarshan Kendra, Bhopal in refusing employment to Shri Akhilesh Kumar Verma w.e.f. 08.04.2015 is legal & justified? If not, to what relief the workman concerned is entitled to?”

In R/99/2016:

As per letter dated **16/11/2016** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act'), now The Industrial Relations Code 2020 (in short the Code)

as per Notification **No. L-42012/94/2016 (IR(DU))** dt. **16/11/2016**. The dispute under reference relates to:-

“Whether the action of the management of Director, Doordarshan Kendra, Bhopal in refusing employment to Shri Mirza Khabar Beg, S/o M.M.H. Beg w.e.f. 08.04.2015 is legal & justified? If not, to what relief the workman concerned is entitled to?”

In R/98/2017:

As per letter dated **05/07/2017** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the ‘Act’), now The Industrial Relations Code 2020 (in short the Code) as per Notification **No. L-42012/14/2017 (IR(DU))** dt. **05/07/2017**. The dispute under reference relates to:-

“Whether the action of the management of Director, Doordarshan Kendra, Bhopal in refusing employment to Shri Mayuresh Vishwakarma w.e.f. 08.04.2015 is legal & justified? If not, to what relief the workman concerned is entitled to?”

In R/95/2016:

As per letter dated **16/11/2016** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the ‘Act’), now The Industrial Relations Code 2020 (in short the Code) as per Notification **No. L-42012/90/2016 (IR(DU))** dt. **16/11/2016**. The dispute under reference relates to:-

“Whether the action of the management of Director, Doordarshan Kendra, Bhopal in refusing employment to Shri Ramesh Prasad w.e.f. 08.04.2015 is legal & justified? If not, to what relief the workman concerned is entitled to?”

In R/98/2016:

As per letter dated **16/11/2016** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the ‘Act’), now The Industrial Relations Code 2020 (in short the Code)

as per Notification **No. L-42012/93/2016 (IR(DU))** dt. **16/11/2016**.
The dispute under reference relates to:-

“Whether the action of the management of Director, Doordarshan Kendra, Bhopal in refusing employment to Smt. Savita Gaikwad w.e.f. 08.04.2015 is legal & justified? If not, to what relief the workman concerned is entitled to?”

In R/97/2016:

As per letter dated **16/11/2016** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the ‘Act’), now The Industrial Relations Code 2020 (in short the Code) as per Notification **No. L-42012/92/2016 (IR(DU))** dt. **16/11/2016**. The dispute under reference relates to:-

“Whether the action of the management of Director, Doordarshan Kendra, Bhopal in refusing employment to Shri Shivmangal Singh Bhisen w.e.f. 08.04.2015 is legal & justified? If not, to what relief the workman concerned is entitled to?”

Since, in these cases the subject matter of dispute are identical, they are being disposed by a common Judgment and Award.

In R/08/2017, the workman has alleged that he was appointed by the Management of Doordarshan on 09.01.2014 and worked till 08.04.2015 without any break.

In R/96/2016, the case of the workman is that he was appointed by the Management of Doordarshan on 08.06.2013 and worked till 08.04.2015 without any break.

In R/101/2016, the case of the workman is that he was appointed by the Management of Doordarshan on 18.09.2013 and worked till 08.05.2015 without any break.

In R/99/2016, the case of the workman is that he was appointed by the Management of Doordarshan on 26.06.2013 and worked till 08.06.2015 without any break.

In R/98/2017, the case of the workman is that he was appointed by the Management of Doordarshan on 08.06.2013 and worked till 08.04.2015 without any break.

In R/95/2016, the case of the workman is that he was appointed by the Management of Doordarshan on 01.08.2011 and worked till 08.04.2015 without any break.

In R/98/2016, the case of the workman is that he was appointed by the Management of Doordarshan on 10.06.2012 and worked till 08.04.2015 without any break.

In R/97/2016, the case of the workman is that he was appointed by the Management of Doordarshan on 06.06.2012 and worked till 08.04.2015 without any break.

It is further the case of these workmen, in their statement of claim filed separately in these cases, that they were appointed as a Resource Person. Their work was with respect to preproduction like filing of paper work, filing of proposal, calling and coordinating with artist, filling of requisitions for equipments, vehicles, editing, make up of artist and ensuring their availability. They were further required to do production work and attending shoots, coordinating with various departments. Hence, they are 'workman' as defined u/s 2(s) of the Act. The management is 'industry' as defined u/s 2(j) of the Act. These workmen have further alleged that, they worked continuously till the date of termination of their services by management without any reason and without any notice or compensation, which is in violation of sections 25F, 25G, 25H and 25N of the Act. Also, that the Resource Person who were appointed after the appointment of these workmen are still working. Thus, according to these workmen, the action of management of Doordarshan, in terminating their services and continuing Resource Persons appointed after without any services is violation of the Act and is thus unjust, illegal and arbitrary. They raised a dispute in this respect before the concerned Labour Commissioner (Central). After failure of conciliation, the dispute was referred to this Tribunal. These workmen have prayed that, the reference be answered in their favour, holding the action of termination of their

services, unjust, illegal and arbitrary and they also be held, entitled to be reinstated with back wages and benefits.

Case of the management of Doordarshan in these cases is common. According to the management, these workmen were never appointed as per Rules on any post of Resource Person, as they have claimed rather, they were engaged as casual assignees to assist program producers in presenting the program, as Resource Person. Their appointment was contractual hence, their disengagement is not 'retrenchment' as defined u/s 2(oo) of the Act. They never worked continuously for 240 days in any year, including the year preceding the date of termination of their services. Their job was only for 3 to 4 days for one program, they were allotted 2 to 3 programs in a month on an average. Also, it is pleaded that the management of Doordarshan is not an 'industry' and these workmen are not 'workman' in the Act.

The management has further pleaded that since, their appointment was for a fixed term, which was not extended hence, this action of management cannot be said to be unjust or arbitrary. Management has requested that the reference be answered against these workmen.

These workmen have filed their rejoinders separately in the case in which, they have mainly reiterated the allegations in their statement of claim.

In evidence, these workmen have filed their affidavits separately in these cases. They have been cross-examined by management, they have filed and proved documents which are almost identical in nature, to be referred to as and when require.

Management has filed affidavit of its witness Shalini Kushwaha, as her examination-in-chief, has also been cross-examined by these workmen separately in these cases. Management has also proved documents, to be referred to as and when require.

I have heard arguments of Learned counsel for these workmen Mr. Aditya Ahiwasi and Mr. D.S. Baghel, Learned counsel for management of Doordarshan. I have gone through the records as well.

On perusal of record, in light of rival submissions, following issues came up for determination:-

- 1. Whether the workmen are workman u/s 2(s) of the Act and the management is industry u/s 2(j) of the Act?**
- 2. Whether the workmen in these cases have successfully proved their continuous service as defined u/s 25-B of the Act?**
- 3. Whether the disengagement from services of the workmen in these cases is in violation of section 25F, 25G & 25H of the Act?**
- 4. Subject to findings of issues No. 1, 2 and 3, whether these workmen are entitled to any relief?**

Issue No. 1:-

Before proceeding, Section 2(s) and 2(j) of the Act defined 'workman' and 'industry', which are being reproduced as follows:-

"2(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or***
- (ii) who is employed in the police service or as an officer or other employee of a prison; or***
- (iii) who is employed mainly in a managerial or administrative capacity; or***
- (iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.;***

2(j) “industry” means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen;”

In light of law propounded by Constitutional **Seven Judges Bench of Hon’ble Apex Court in Bangalore Water Supply & Sewerage Board v/s A. Rajappa & Ors., (1978) 2 SCC 213**, the management is held to be an industry u/s 2(j) the Act.

According to the management itself, these workmen were fixed term employees, though these workmen have stated that they were regularly appointed. Section 2(s) of the Act, does not differentiate a permanent, temporary, casual and fixed term worker. Hence, even if the case of the management that these workmen are fixed term appointees, they are workmen u/s 2(s) of the Act.

In light of this discussion and findings, **the workmen in these cases are held to be a ‘workman’ u/s 2(s) of the Act and the management is held to be an ‘industry’ u/s 2(j) of the Act.**

Issue No. 1 is answered accordingly.

Issue No. 2:-

Before proceeding, **Section 25-B of the Act**, which defines ‘continuous service’, is being reproduced as follows:-

“25B. Definition of continuous service.—For the purposes of this Chapter,—

- (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;**
- (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—**
 - (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—**

- (i) *one hundred and ninety days in the case of a workman employed below ground in a mine; and*
- (ii) *two hundred and forty days, in any other case;*
- (b) *for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*
 - (i) *ninety-five days, in the case of a workman employed below ground in a mine; and*
 - (ii) *one hundred and twenty days, in any other case.”*

With respect to their continuous service for more than 240 days in every year, these workmen have filed their affidavits as their examination-in-chief, in which they have corroborated their, this allegation. Case of the management is that, these workmen did not work continuously for 240 days or more in any year. They were Resource Person, they were allotted programs to assist producers, normally, 2 or 3 programs were allotted in a month on an average. One program took 3 to 4 days of engagement. These workmen have filed their salary details. This fact is admitted also that before 2014, they were paid Rs. 1,000/- per day, which was increased in 2014. **Secondly**, the attendance sheets of the workmen; Smt. Sarita Gaikwad in R/98/2016, Shri Shivmangal Singh Bhisen in R 97/2016, Shri Ramesh Prasad in R 95/2016, Shri Akhilesh Kumar Verma in R 101/2016, Shri Gulab Prajapati in R 96/2016 and Shri Aleem Khan in R 08/2017, further corroborates their allegation of continuous service of 240 days in a year. These attendance sheets are obtained through RTI and have been filed. Furthermore, salary details of these workmen have also been filed by way of their statement of Bank accounts. In case R/08/2017, the workman filed his ITR for the year. These documents further corroborate the allegation of these workmen on this issue. In opposition, there is statement of the management witness, Shalini Kushwaha, who has stated that they were engaged on contract basis for a fixed term but no contract between the management of Doordarshan and the workmen has been filed by management, which goes against the management. They further states that one program takes 3 to 4 days, these workmen assist the producers as a Resource Person, how many programs have been given to one producer in a month, she cannot tell. She admits that payment vouchers with

respect to the workmen have not been filed. In this respect, it has to be mentioned that the workmen had filed application in every case for summoning of documents i.e; payment vouchers, attendance sheets, etc, which was allowed vide order dated 31.01.2024. Management did not file these documents of summoning. This fact also goes against the management.

Hence, on a comparative analysis of the evidences and statements referred to above on the issue, the evidences of the workmen on this issue appear more reliable. Accordingly, **the allegation of the workmen that they had worked for 240 days or more continuously in a year, including the year preceding the termination of their services is held proved.**

Issue No. 2 is answered accordingly.

Issue No. 3:-

Section 25F, 25G & 25H of the Act, is being reproduced as follows:

25F. Conditions precedent to retrenchment of workmen.

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.*

25G. Procedure for retrenchment.—*Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman*

who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25H. Re-employment of retrenched workmen.—Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for reemployment and such retrenched workman who offer themselves for re-employment shall have preference over other persons.

Case of the management is that since, these workmen were fixed term employees, under a contract by management for every program production, their contracts were not extended. Management has failed to file and prove any such contract. In light of findings recorded and keeping in view the fact that no notice pay or compensation under the Act has been given to these workmen at the time of their disengagement, **the disengagement of service of these workmen in these cases is held in violation of the Act.**

Issue No. 3 is answered accordingly.

Issue No. 4:-

In light of findings recorded above, the question arises with respect to relief, these workmen may be granted.

It is undisputed that though, the job may be continuous but, these workmen were not appointed against any sanctioned vacancy following recruitment process. Hence, they cannot be reinstated in service rather, they may be entitled to lump sum compensation in lieu of all their claims keeping in view their tenure of service i.e.;

*In R 08/2017, the workman Sh. Aleem Khan, has worked for one year hence, the workman is entitled to **Rs. 50,000/-**, in lieu of all his claim.*

*In R 96/2016, the workman Shri Gulab Prajapati, has worked for two years hence, the workman is entitled to **Rs. 1,00,000/-**, in lieu of all his claim.*

*In R 101/2016, the workman Shri Akhilesh Kumar Verma, has worked for two years hence, the workman is entitled to **Rs. 1,00,000/-**, in lieu of all his claim.*

*In R 99/2016, the workman Shri Mirza Khabar Beg, has worked for two years hence, the workman is entitled to **Rs. 1,00,000/-**, in lieu of all his claim.*

*In R 98/2017, the workman Shri Mayuresh Vishwakarma, has worked for two years hence, the workman is entitled to **Rs. 1,00,000/-**, in lieu of all his claim.*

*In R 95/2016, the workman Shri Ramesh Prasad, has worked for four years hence, the workman is entitled to **Rs. 2,00,000/-**, in lieu of all his claim.*

*In R 98/2016, the workman Smt. Savita Gaikwad, has worked for three years hence, the workman is entitled to **Rs. 1,50,000/-**, in lieu of all her claim.*

*In R 97/2016, the workman Shri Shivmangal Singh Bhisen, has worked for three years hence, the workman is entitled to **Rs. 1,50,000/-**, in lieu of all his claim, **to be paid by the management of Doordarshan to them within 90 days from the date of Award, failing which interest @6% from the date of Award till payment.***

The management witness has stated in her statement that even after, disengagement of these workmen, Rajshree Chaudhary and Saleha Khan have been engaged as Resource Person. She has further stated that engagement of these workmen also may be considered, subject to eligibility. **Hence, the management of Doordarshan, is directed to consider the engagement of the workmen as Resource Person, subject to their suitability and availability of positions.**

Issue No. 4 is answered accordingly.

Hence, in light of above discussion and findings, these eight references are answered as follows:-

AWARD

“The action of the management of Doordarshan, in terminating the services of the workmen in, R 08/2017 Sh. Aleem Khan, R 96/2016 Shri Gulab Prajapati, R 99/2016 Shri Mirza Khabar Beg, R 98/2017 Shri Mayuresh Vishwakarma, R 95/2016 Shri Ramesh Prasad, R 98/2016 Smt. Savita Gaikwad & R 97/2016 Shri Shivmangal Singh Bhisen, is held unjust, illegal and arbitrary. The workmen in these cases are held to following; lump sum

compensation as calculated by their respective term of working period.-

In R 08/2017, the workman Sh. Aleem Khan, has worked for one year hence, the workman is entitled to Rs. 50,000/-, in lieu of all his claim.

In R 96/2016, the workman Shri Gulab Prajapati, has worked for two years hence, the workman is entitled to Rs. 1,00,000/-, in lieu of all his claim.

In R 101/2016, the workman Shri Akhilesh Kumar Verma, has worked for two years hence, the workman is entitled to Rs. 1,00,000/-, in lieu of all his claim.

In R 99/2016, the workman Shri Mirza Khabar Beg, has worked for two years hence, the workman is entitled to Rs. 1,00,000/-, in lieu of all his claim.

In R 98/2017, the workman Shri Mayuresh Vishwakarma, has worked for two years hence, the workman is entitled to Rs. 1,00,000/-, in lieu of all his claim.

In R 95/2016, the workman Shri Ramesh Prasad, has worked for four years hence, the workman is entitled to Rs. 2,00,000/-, in lieu of all his claim.

In R 98/2016, the workman Smt. Savita Gaikwad, has worked for three years hence, the workman is entitled to Rs. 1,50,000/-, in lieu of all her claim.

In R 97/2016, the workman Shri Shivmangal Singh Bhisen, has worked for three years hence, the workman is entitled to Rs. 1,50,000/-, in lieu of all his claim.

The amounts shall be paid by the management of Doordarshan to these workmen, within 90 days from the date of Award, failing which interest @6% from the date of Award till payment.

The management of Doordarshan, is further directed to consider their employment as Resource Person, if they apply within 120 days from date of Award, subject to their suitability and availability of positions.

No order as to cost.

DATE:- 23-07-2026

**(P.K.SRIVASTAVA)
PRESIDING OFFICER**