

**THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, JABALPUR**

CGIT/LC/RC/07/2020

Present: P.K.Srivastava

H.J.S..(Retd)

**Dhananjay,
Son of Bhagchand Jangade,
aged about 30 Years,
R/o. Village Bhatapara, Arasnara,
Post Nankatti, District Durg (C.G.)**

Workman

Versues

- 1. Bank of India
through:- Deputy Zonal Manager,
Zonal Office, First Floor,
G.D. Shesh Nilayam, Tatyapara,
Raipur, District Raipur (C.G.)**
- 2. Senior Manager,
Bank of India, Human Resource Development
Department, Zonal Office,
First Floor, G.D. Shesh Nilayam,
Tatyapara, Raipur, District Raipur (C.G.)**
- 3. Branch Manager,
Bank of India, Branch Utai,
District Durg (C.G.)**

Management

AWARD

(Passed on this 14th day of July, 2026)

The workman Dhananjay, has filed this petition under Section 2-A(2&3) of the Industrial Disputes Act, 1947 as amended by Amendment Act of 2010 (in short the 'Act') with the case that, he is the member of Schedule Caste community and was employed in the main Branch at Bhilai on September, 2007 on the post of Safai Karamchari on daily wages basis and worked till February, 2010 in the same Branch against sanctioned and vacant post. Thereafter, he was transferred from one Branch

to other Branch of the Bank and worked continuously till December, 2018, thus acquired permanent status and entitled to be regularized as sub-ordinate staff. In the meanwhile, he was called for interview for recruitment process with respect to appointment/absorption against regular vacancies on 13.12.2018. He did appear in the interview but could not get selected because the Management of Bank acted arbitrarily in his selection process. When he raised his claim for permanency of status and regularisation, he was disengaged by the Management in December, 2018 without notice or compensation. According to the Workman, this action of Management is unjust, illegal and arbitrary and is in violation of Section 25F and 25G of the Act. It is further his case that, the job is still being taken by the Bank by employing other persons after his disengagement. He raised a dispute in this respect before the concerned Labour Commissioner (Central) within 03 years of his disengagement, this dispute could not be conciliated within 45 days, hence he filed this petition with a Certificate issued by the Conciliation Officer in this respect. He has prayed that, holding his disengagement illegal and unjust, he be reinstated with back wages and benefits.

Case of the Management Bank is mainly that, he was only a Daily Wager and was engaged on as and when required, he never completed 240 days in one year, he was not appointed following recruitment process against sanctioned vacancy, he does not have right to hold the post. The Management Bank decided to offer one opportunity to the ex-casuals/daily wagers for being appointed on regular basis as one time settlement and notification in this respect was published and the applicants were invited from all daily wagers/ex-casuals for interview, the workman was also called for interview vide letter dated 17.11.2018 notifying to appear before the Interview Board on 13.12.2018, he did appear before the Interview Board but could not succeed. He was issued interview letter again for appearing before the Interview Community on 11.11.2011, he could not succeed then also. Again, in the year 2014, he was issued Interview letter dated 16.10.2014, advising him to appear before the Interview Board on 07.11.2014, he could not succeed, he was given another opportunity to appear before the Interview Board on 13.12.2018 vide letter dated 17.11.2018, but he could not succeed that time also, thus he was granted repeated opportunity

to participate in the regular selection process, he did avail the opportunities, but failed, hence could not be regularized.

In evidence, the workman has filed his affidavit as his examination-in-chief, he has been cross-examined by the Management side. He has filed and proved documents Ex. W-1 to W-9, which are his Interview Letters, Certificates dated 05.11.2014 and 11.08.2015, Certificate issued by the Regional Labour Commissioner (Central) (RLC), other Interview letter dated 17.11.2018, 28.02.2015, 16.10.2014 and Branch certificate dated 20.07.2018, the Management Bank has filed an affidavit of its witness Praveen Ranga Naik as his examination in chief, he has been cross-examined by workman side.

I have heard argument of Learned Counsel for the petitioner workman Mr. K.B. Singh and Mr. Neeraj Kewat for Management Bank, I have gone through the records as well.

Following issues arise for determination after perusal of record in the light of rival arguments.

- 1. Whether, the workman has successfully proved his continuous engagement for more than 240 days or more in the year preceding the year of his disengagement?***
- 2. Whether, the disengagement of the workman is in violation of Section 25F and 25G of the Act?***
- 3. Subject to findings on Issue No. 1 & 2, whether the petitioner workman is entitled to any relief?***

Issue No. 1 –

Before proceeding, Section 25B of the Act 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.*

Engagement of the workman as daily wager, is not disputed between the parties. According to the workman, he had completed 240 days in every year, including the year preceding the date of his disengagement. Management has taken a case that, the workman never completed 240 days in any year, including the year preceding the date of his disengagement.

Workman has corroborated his case in his affidavit as his examination in chief. His statement is supported by certificates regarding employment issued by the Bank Officials. On the other hand, the Management witness has stated that he has never worked in the Branch where the petitioner workman was engaged. He further states that, he was paid on weekly basis and that his attendance was not marked in the attendance register, also that he was paid through payment vouchers.

Workman had filed application seeking direction to Management Bank to produce copy of the Attendance Registers and Salary Register for the period. The Management bank had stated that, he was paid through vouchers, hence there is no salary register with respect to him and being a daily wager, his attendance was not taken in attendance register.

After comparative analysis of the evidence as discussed above, the evidence from the side of the petitioner workman appears more reliable and trustworthy.

Accordingly, the claim of the workman that he worked for 240 days or more in service of the Management Bank in the year preceding the date of his disengagement is held proved.

Issue no 1 is answered accordingly

Issue No 2-

Undisputedly, no notice or compensation was given to the workman on his disengagement. Management witness has stated that the workman himself stopped coming when this witness was posted in the said Branch at that time. His this statement cannot be believed. ***Hence, in the light of above facts, the disengagement of the workman is held in violation of Section 25F and 25G of the Act.***

Issue No. 2 is answered accordingly.

Issue No. 3-

It has been submitted by Learned Counsel for the Management Bank that the workman was a daily wager, he was not engaged against sanctioned vacancy following recruitment process and he was given ample opportunity to participate in the regular recruitment process. He did participated in the process, but failed. Hence, his reinstatement will not serve the ends of justice. I do not find any occasion to disagree with this submission from the side of Bank. The workman is held not entitled to reinstatement.

Learned Counsel for the Petitioner Workman has submitted that, he may be entitled for compensation, if not entitled for reinstatement. Since, no notice pay or pay as per Section 25F and 25G of the Act has been given to the petitioner workman, keeping all the facts in view, the petitioner workman is held entitled to a lump sum compensation of Rs. 50,000/- (Rupees Fifty Thousand) in lieu of all; his claims payable to him by the Bank within 90 days from the date of Award, failing which interest @6% from the date of Award till payment.

Issue No. 3 is answered accordingly.

On the basis of above discussion and findings, the reference is answered as follows.

AWARD

Holding the action of Management of Bank of India in disengaging the services of workman Dhananjay from December, 2018 unjust and illegal,. He is held entitled to a lump sum compensation of Rs. 50,000/- (Rupees Fifty Thousand) in lieu of all his claims,s payable to him by the Bank within 90 days from the date of Award, failing which interest @6% from the date of Award till payment.

DATE:-14/07/2026

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

