

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

NO. CGIT/LC/RC/15/2018

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri Chetan Goyal,
 S/o Gowardhan Goyal,
 R/o H. No. 7/1, Abdalpura,
 Shankarguru ki Gali, RNT Marg,
 Ujjain (MP)-456001**

Petitioner/Workman

Versus

**State Bank of India,
 Through Regional Manager,
 Regional Business Office
 5, Budhwariya,
 Ujjain (MP)-456001**

Respondent/Management

A W A R D

(Passed on this 28th day of November, 2025)

The applicant workman has filed this petition ***u/s 2-A (2&3)*** of the ***Industrial Disputes Act, 1947*** as amended by ***Amendment Act of 2010*** (in short '***The Act***') now ***the Industrial Relation Code, 2020*** (in short the '***Code***') with a case that he was first appointed as daily wager 'Canteen Boy' by the Bank on 05.07.2009. He used to work as canteen boy and also on the ATM of the Bank to send Daak, clearing CDM, right from morning to evening i.e., from the opening of the Branch till it was closed. He was paid his wages on monthly basis in his bank account, he was also paid his

wages through vouchers. He worked continuously for 240 days in every year till 30 April, 2018, when his services were terminated by the then Branch Manager under his oral order on 03 May, 2018 without any notice or compensation.

According to the petitioner, this action of management Bank is illegal, unjust and arbitrary and is unfair labour practice. He raised a dispute in this respect with the concerned Labour Commissioner, which could not be conciliated within 45 days, hence this petition.

He has prayed for setting aside termination of his service, he be reinstated with back wages and benefits.

Case of the management Bank is mainly that the petitioner was not appointed against any sanctioned vacancy following recruitment process, he never completed 240 days in any year, earlier there was a practice of engaging daily wagers on as and when required basis, subject to exigency of work which is now been stopped since 2017 and the works regarding cleaning, etc. at present are being taken through outsourcing agencies, it has been prayed that the petition be dismissed.

In evidence, the petitioner has filed his affidavit as his Examination-in-chief, he has been cross-examined by management Bank. He has filed and proved letter of General Manager of the Bank to Branch Managers sent to them on 16.09.2014. Letter of AGM dated 25.06.2014 with copy of instructions, original three pass books, certificate dated 25.01.2009 issued by the Bank, interview letter dated 20.08.2009 sent to the petitioner for the post of Peon/Farrash, letter dated 29.09.2014 sent by Branch Manager to Regional Manager regarding information with respect to canteen boy containing his name, authorization letter dated 27.08.2013 deputing the workman for collecting the cheques, five letters of different dates have been marked, Ex-W/1 to Ex-W/12.

The management bank has filed an affidavit of its witness as its Examination-in-chief, he has been cross-examined by petitioner's side.

Management has further filed and proved letter dated 13.07.2017, informing that now the contract will be done at Regional Officer level, work agreement for housekeeping and maintenance dated 11.07.2017

between the Contractor and the Bank, letter of outsourcing agency sent to Bank with respect to the workman on 21.06.2018, marked as Ex-M/1 to Ex-M/3.

I have heard argument of Learned Counsel for petitioner Mr. Rakesh Shrivastava and Mr. Pranay Choubey, Learned Counsel for Management Bank. I have gone through the records as well.

On perusal of record, in the light of rival arguments, following issues arise for determination:-

- 1. Whether, the petitioner has successfully proved his continuous engagement as defined under section 25-B of the Industrial Disputes Act, 1947, applicable at the time of incident?***
- 2. Whether, the disengagement of the petitioner by the Bank is just legal and proper?***
- 3. Subject to findings on issue No. 1 and 2, whether the petitioner is entitled to any relief?***

Issue No. 1.

Pleadings of parties on this issue have been detailed earlier, the petitioner has corroborated his case in his affidavit with respect to engagement as daily wagger Sweeper-cum-Peon with the Bank for the period he has claimed. His, this statement is further corroborated by the Experience certificate, Ex-W/6, Ex-W/8 which are experience certificate and internal information between the Bank, also by different authority letters in his favour in different years deputing and authorizing him for the Bank work which are Ex-W/9 to Ex-W/11. His regular payment of wages is further corroborated by his three passbooks Ex-W/3, W/4 and W/5 filed and proved by him. There is nothing in his cross-examination to discredit him on these facts.

On the other hand, the management witness stated in his affidavit that he himself is working since 2023 in the Bank, he further states that documents with respect to work of the petitioner are not available with

the Bank and it is on this basis he has stated that the petitioner was not working, his statement does not discredit the statement of the petitioner and the documents filed by the petitioner in this respect. Hence, on the basis of above discussion, the petitioner is held to have proved his continuous service from 05.07.2009 to 03.05.2018, as daily wager with the Bank.

Issue No.-1 is answered accordingly.

Issue No.-2 :-

Since, it is undisputed that no notice or compensation was paid by the Bank to the petitioner, hence his disengagement by the Bank is held illegal and in violation of section 25-F & 25-G of the Act, as it was applicable at that time.

Issue no.-2 is answered accordingly.

Issue No.-3:-

As regard to relief in light of findings recorded above, there appears substance in the argument from the side of the Bank that petitioner was not appointed following recruitment process. It also comes out that within the period of his engagement, petitioner was called for interview for the post of Peon but probably he could not succeed, Ex-W/7 interview letter filed by the petitioner himself reveals this fact. Hence, in light of these facts, his reinstatement will not meet the ends of justice.

In view of the facts and circumstances of the case in hand, he is held entitled to a lump sum compensation of Rs. 5,00,000/- (Five Lac) in lieu of all his claims from the Bank payable to him within 90 days from the date of publication of Award, failing which interest @ 6% from the date of Award till payment.

Issue No.-3 is answered accordingly.

No other point was pressed.

In the light of above discussion and findings, the petition is decided as follows:-

AWARD

Holding the disengagement of the petitioner Shri Chetan Goyal by the management Bank is unjust and illegal, he is held entitled to a lump sum compensation of Rs. 5,00,000/- (Five Lac) in lieu of his claims to be paid to him by the management Bank within 90 days from the date of Award failing which interest @ 6% per annum from the date of Award till payment.

No order as to cost.

DATE: 28-11-2025



(P.K.SRIVASTAVA)
JUDICIAL MEMBER