

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR**

**Present: P.K.Srivastava**  
**(Judicial Member)**

**1. NO. CGIT/LC/RC/17/2022**

**Ashish Bairagi,**  
**S/o Shri Sagudas Bairagi,**  
**Aged about 30 years, Occupation: No business,**  
**R/o House No. 23, Village Siya Gandhi Chowk,**  
**Village Siya Dewas (M.P.)**

**Workman**

**Versues**

**1. Bank Note Press (BNP) Dewas (M.P.)**

**2. Global Ventures,**  
**Address S-17 2nd Floor Plot No. 2,**  
**LSC 1 Manish Global Mall,**  
**Sector 22 Dwarka 181 (North) Delhi**

**Management**

**.....Leading Case**

**2. NO. CGIT/LC/RC/18/2022**

**Gajraj Singh Yadav,**  
**Father Shri Sajjan Singh Yadav,**  
**Age- 37 years, Occupation : No business,**  
**Resident of village Tok Kala, Dewas (M.P.)**

**Workman**

**Versues**

**1. Bank Note Press (BNP) Dewas (M.P.)**

**2. Global Ventures,**  
**Address S-17 2nd Floor Plot No. 2,**  
**LSC 1 Manish Global Mall,**  
**Sector 22 Dwarka 181 (North) Delhi**

**Management**

**3. NO. CGIT/LC/RC/19/2022**

**Narayan Kahar,**  
**Father Shri Keshavlal Kahar,**  
**Age- 40 years, Occupation: No business,**  
**Resident- House Number 20,**  
**Street number 2, Near Hanuman temple,**  
**Bherugarh, Dewas (M.P.)**

**Workman**

**Versues**

1. Bank Note Press (BNP) Dewas (M.P.)

2. Global Ventures,  
Address S-17 2nd Floor Plot No. 2,  
LSC 1 Manish Global Mall,  
Sector 22 Dwarka 181 (North) Delhi

**Management**

4. **NO. CGIT/LC/RC/20/2022**

Anil Verma,  
Father Shri Rameshchandra Verma,  
Age - 33 years, Occupation - none,  
Resident - 17 Anand Bagh Civil Line, Dewas (M.P.)

**Workman**

**Versues**

1. Bank Note Press (BNP) Dewas (M.P.)

2. Global Ventures,  
Address S-17 2nd Floor Plot No. 2,  
LSC 1 Manish Global Mall,  
Sector 22 Dwarka 181 (North) Delhi

**Management**

5. **NO. CGIT/LC/RC/21/2022**

Rameez Khan,  
Father of Shri Rashid Khan,  
Age 32 years, Occupation: none,  
Resident of House Number 36,  
Ward Number - 6, Siddharth Nagar, Dewas (M.P.)

**Workman**

**Versues**

1. Bank Note Press (BNP) Dewas (M.P.)

2. Global Ventures,  
Address S-17 2nd Floor Plot No. 2,  
LSC 1 Manish Global Mall,  
Sector 22 Dwarka 181 (North) Delhi

**Management**

6. **NO. CGIT/LC/RC/22/2022**

Bhurpendra Malviya,  
Father Shri Kailashchandra Malviya,  
Age- 43 years, Occupation- None,  
Resident- House No. 47/2,  
Ward No. 41 Shantipura V.T.C. Dewas (M.P.)

**Workman**

**Versues**

1. Bank Note Press (BNP) Dewas (M.P.)
2. Global Ventures,  
Address S-17 2nd Floor Plot No. 2,  
LSC 1 Manish Global Mall,  
Sector 22 Dwarka 181 (North) Delhi

**Management**

**7. NO. CGIT/LC/RC/23/2022**

**Ishwar Bodana,  
Father Shri Dayaram Bodana,  
Age- 39 Years, Occupation- None,  
Resident- 37 Sant Ravidas Nagar, Dewas (M.P.)**

**Workman**

**Versues**

1. Bank Note Press (BNP) Dewas (M.P.)
2. Global Ventures,  
Address S-17 2nd Floor Plot No. 2,  
LSC 1 Manish Global Mall,  
Sector 22 Dwarka 181 (North) Delhi

**Management**

**8. NO. CGIT/LC/RC/24/2022**

**Dharmendra Rajoria,  
Son Of Ambaram Rajoria,  
Age 36 Years, No Business,  
Resident Of Village Singwada,  
Ward No. 18, Behind The Power House, Dewas (M.P.)**

**Workman**

**Versues**

1. Bank Note Press (BNP) Dewas (M.P.)
2. Global Ventures,  
Address S-17 2nd Floor Plot No. 2,  
LSC 1 Manish Global Mall,  
Sector 22 Dwarka 181 (North) Delhi

**Management**

**9. NO. CGIT/LC/RC/25/2022**

**Gokul Prasad,  
Father Of Shri Babulal,  
Age 31 Years, Occupation : No Business,  
Resident Of Village Updi, District Ujjain (M.P.)  
And Village Tok Kala, Dewas (M.P.)**

**Workman**

**Versues**

1. Bank Note Press (BNP) Dewas (M.P.)
2. Global Ventures,  
Address S-17 2nd Floor Plot No. 2,  
LSC 1 Manish Global Mall,  
Sector 22 Dwarka 181 (North) Delhi

**Management**

**10. NO. CGIT/LC/RC/26/2022**

**Devkaran Chauhan,  
Father Shri Prem Singh Chauhan,  
Age- 35 Years, Occupation- None,  
Resident- House Number 132,  
Ward Number 11,  
Tok Khud, Dewas (M.P.)**

**Workman**

**Versues**

1. Bank Note Press (BNP) Dewas (M.P.)
2. Global Ventures,  
Address S-17 2nd Floor Plot No. 2,  
LSC 1 Manish Global Mall,  
Sector 22 Dwarka 181 (North) Delhi

**Management**

**11. NO. CGIT/LC/RC/27/2022**

**Deepak Malviya,  
Father Shri Narayan Malviya,  
Age- 25 Years, Occupation : No Business,  
Resident- 37 Sant Ravidas Nagar,  
Dewas (M.P.) 236/8 Mahakal Colony**

**Workman**

**Versues**

1. Bank Note Press (BNP) Dewas (M.P.)
2. Global Ventures,  
Address S-17 2nd Floor Plot No. 2,  
LSC 1 Manish Global Mall,  
Sector 22 Dwarka 181 (North) Delhi

**Management**

**12.NO. CGIT/LC/RC/28/2022**

**Shailesh Prajapati,  
 Father Shri Ramchandra Prajapati,  
 Age 34 Years, No Business,  
 Resident Of House Number 40,  
 Ward Number Arjun Nagar, Dewas (M.P.)**

**Workman****Versues**

- 1. Bank Note Press (BNP) Dewas (M.P.)**
- 2. Global Ventures,  
 Address S-17 2nd Floor Plot No. 2,  
 LSC 1 Manish Global Mall,  
 Sector 22 Dwarka 181 (North) Delhi**

**Management****13.NO. CGIT/LC/RC/30/2022**

**Sumit Patel,  
 Father Shri Mahesh Patel,  
 Age 27 Years, No Occupation,  
 Resident Of Village Navada, Dewas (M.P.)**

**Workman****Versues**

- 1. Bank Note Press (BNP) Dewas (M.P.)**
- 2. Global Ventures,  
 Address S-17 2nd Floor Plot No. 2,  
 LSC 1 Manish Global Mall,  
 Sector 22 Dwarka 181 (North) Delhi**

**Management****14.NO. CGIT/LC/RC/31/2022**

**Rajkumar Yadav,  
 Father Shri Sajjan Singh Yadav,  
 Age 30 Years, No Business,  
 Resident Of Village Tok Kala, Dewas (M.P.)**

**Workman****Versues**

- 1. Bank Note Press (BNP) Dewas (M.P.)**
- 2. Global Ventures,  
 Address S-17 2nd Floor Plot No. 2,  
 LSC 1 Manish Global Mall,  
 Sector 22 Dwarka 181 (North) Delhi**

**Management**

**(JUDGMENT)****(Passed on this 24<sup>th</sup> day of November - 2025)**

**Since the facts, the disputes and the pleadings as well evidence in all these cases are identical hence, these cases are being disposed by way of a common judgment and Award.**

**These petitions** have been filed by the Applicant Workers against Bank Note Press, the principle employer and the Outsourcing Agency M/s Global Ventures under Section 53 Clause 6 of the Industrial Relations Code, 2020 (in short the 'Code') corresponding to Section 2A read with (2&3) of Industrial Disputes Act, 1947 as amended by Amendment Act of 2010 which was applicable when the cause of action arose, with a case that the Workers have been engaged by the Management Bank Note Press, Devas through the Outsourcing Agency and are working since the dates of their appointment as mentioned below in a chart till date of termination of their services as Outsourced Contract Labours continuously. They have completed more than 240 days in very year including the year preceding the date of termination of their services without any notice or compensation which is in violation of Section 70 of the Code. They raised a dispute before the concern Labour Commissioner which could not be conciliated within 45 days, hence this petition.

| <b>S. No.</b> | <b>Case No.</b>   | <b>Petitioner's Name</b>  | <b>Date of joining till continuous engagement in services</b> | <b>Date of Termination from services</b> |
|---------------|-------------------|---------------------------|---------------------------------------------------------------|------------------------------------------|
| <b>1.</b>     | <b>RC/17/2022</b> | <b>Ashish Bairagi</b>     | <b>17/02/2017 to 22/03/2020</b>                               | <b>23.03.2020</b>                        |
| <b>2.</b>     | <b>RC/18/2022</b> | <b>Gajraj Singh Yadav</b> | <b>11.09.2017 – 22.03.2020</b>                                | <b>23.03.2020</b>                        |
| <b>3.</b>     | <b>RC/19/2022</b> | <b>Narayan Kahar</b>      | <b>20.02.2015 – 01.07.2020</b>                                | <b>02.07.2020</b>                        |
| <b>4.</b>     | <b>RC/20/2022</b> | <b>Anil Verma</b>         | <b>19.02.2015 – 22.03.2020</b>                                | <b>23.03.2020</b>                        |
| <b>5.</b>     | <b>RC/21/2022</b> | <b>Rameez Khan</b>        | <b>30.12.2013 – 01.07.2020</b>                                | <b>02.07.2020</b>                        |

|     |            |                       |                          |   |            |
|-----|------------|-----------------------|--------------------------|---|------------|
| 6.  | RC/22/2022 | Bhurpendra<br>Malviya | 16.02.2012<br>22.03.2020 | – | 23.03.2020 |
| 7.  | RC/23/2022 | Ishwar Bodana         | 17.09.2011<br>01.07.2020 | – | 02.07.2020 |
| 8.  | RC/24/2022 | Dharmendra<br>Rajoria | 09.09.2017<br>03.03.2020 | – | 04.03.2020 |
| 9.  | RC/25/2022 | Gokul Prasad,         | 29.07.2016<br>22.03.2020 | – | 23.03.2020 |
| 10. | RC/26/2022 | Devkaran<br>Chauhan   | 07/07/2019<br>22.03.2020 | – | 23.03.2020 |
| 11. | RC/27/2022 | Deepak Malviya        | 26/07/2016<br>01.07.2020 | – | 02.07.2020 |
| 12. | RC/28/2022 | Shailesh Prajapati    | 28.12.2013<br>10.07.2020 | – | 11.07.2020 |
| 13. | RC/30/2022 | Sumit Patel           | 20.01.2015<br>20.03.2020 | – | 23.03.2020 |
| 14. | RC/31/2022 | Rajkumar Yadav        | 11.09.2017<br>22.03.2020 | – | 23.03.2020 |

**They have prayed that, holding the termination of their services unjust and illegal, they be held entitled to be reinstated with back-wages and benefits.**

**The Management of Bank Note Press appeared and filed their written statement of defense with the a case that,** these Workman were engaged by the different Outsourcing Agencies at different point of time and were working at the sight of Bank Note Press as Outsourced Employees hence there is no relation of Employee and Employer between the parties i.e. the petitioner and the Management of Bank Note Press. The Management of Bank Note Press has furnished a chart with respect to the names of the Outsourcing Agencies and time period within which they were granted outsourcing contract. It is further the case of the Bank Note Press that since the petitioners are not their employees, there is no question of termination of their services by them. In fact, they are employees of the different outsourcing agencies, deputed by them to work at the sight of the principle employer Bank Note Press and their services were also terminated by the agencies who had engaged them.

**In evidence**, the petitioners have filed their affidavits as their examination-in-chief. They have been cross-examined by Management of Bank Note Press. They have filed and proved documents which are notice regarding conciliation, certificate of conciliation Officer, certified statements of Accounts, ID card and statement of their PF Account.

**The Management** of Bank Note Press has filed affidavit of its witness as his examination-in-chief.

He has been cross-examined by petitioner's side. The Management of Bank Note Press has further filed and proved different purchase orders regarding Outsourcing Agencies for the period.

It is pertinent to mention there that the Outsourcing Agency did not appear though notices were served on them. Hence, the proceedings preceded ex-parte against them.

**At the stage of arguments** none appeared for the petitioner. Learned Counsel Mr. Navin Kumar Salunke appeared for the Bank Note Press. His arguments were heard. He submitted his written arguments. The Workman side filed written submissions later on which were taken on record. I have perused the written submissions as well the records in the light of oral and written submissions.

It is not disputed from the side of petitioners that they were appointed by the Outsourcing Agencies and were deputed at the sight of Bank Note Press.

The documents filed by the petitioners themselves which are identity cards, salary as well provident fund deposits show that they were appointed by the Outsourcing Agencies in different years. The Management side has also stated the same that these petitioners are Outsourced Employees, deputed by different Outsourcing Agencies in different years as shown in the chart above.

Hence, from the above discussion and description of evidences, the fact and allegations that the petitioners were appointed by Bank Note Press at any point of time is held not proved. Rather, it is held proved the petitioners were appointed by different Outsourced Agencies during different time periods and were terminated by the Outsourcing Agencies as mention in the chart referred to above.

Since, it is the case of the petitioners that, they have worked for 240 days at least in the year preceding the date of termination of their services which is not controverted, hence their this claim that they have completed a continuous service of 240 days in the year preceding the date of their termination is held proved.

Since, there is nothing on record that any notice or compensation was given to them, the termination of their services is held in violation of Section 70 of the Code.

**In the light of findings above recorded the question arises about the relief to which the petitions may be held entitled.**

**Since, these petitioners were employees of contractors who were allotted contracts for a fixed time period hence there is no question of regularization of their services. In my considered view, a lump sum amount of Rs. 20,000/- (Rupees Twenty Thousand) in lieu of all the claims to each of the petitioners will meet the ends of justice to which the petitioners are held entitled to.**

**One more significant aspect of this case is that, the Management of Bank Note Press has been engaging contract labours for a period as shown in the chart for a work which is available with them since such a long time and is still available with them, this is no doubt unfair labour practice as defined under Section 2 (zo) of the Code read with Clause 1 (10) of the Second Schedule as applicable on part of employers which is prohibited under Section 84 of the Code..**

Reference may be taken of judgment of Hon'ble Supreme Court in the case of **Jaggo v/s Union of India reported in (2024) SCC Online SC 3826** , the relevant paragraphs of this judgment are being reproduced as follows:-

***“22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.***

.....

***25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade***

*long-term obligations owed to employees. These practices manifest in several ways:*

- **Misuse of “Temporary” Labels:-** *Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as “temporary” or “contractual,” even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.*

- **Arbitrary Termination:-** *Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.*

- **Lack of Career Progression:-** *Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.*

- **Using Outsourcing as a Shield:-** *Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.*

- **Denial of Basic Rights and Benefits:-** *Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.”*

The principle laid down in the case of Jaggo (Supra) has been followed by Hon’ble Supreme Court in the case of **Shripal Vs. Nagar Nigam Ghaziabad in Civil Appeal No. 8157/2024 (2025 INSC 144)**. The relevant portion of the said judgment is being reproduced as follows:-

***“12. The evidence, including documentary material and undisputed facts, reveals that the Appellant Workmen performed duties integral to the Respondent Employer’s municipal functions specifically the upkeep of parks, horticultural tasks, and city beautification efforts. Such work is evidently perennial rather than sporadic or project-based. Reliance on a general “ban on fresh recruitment” cannot be used to deny labor protections to long serving workmen.***

*On the contrary, the acknowledged shortage of Gardeners in the Ghaziabad Nagar Nigam reinforces the notion that these positions are essential and ongoing, not intermittent. By requiring the same tasks (planting, pruning, general upkeep) from the Appellant Workmen as from regular Gardeners but still compensating them inadequately and inconsistently the Respondent Employer has effectively engaged in an unfair labour practice. The principle of “equal pay for equal work,” repeatedly emphasized by this Court, cannot be casually disregarded when workers have served for extended periods in roles resembling those of permanent employees. Long-standing assignments under the Employer’s direct supervision belie any notion that these were mere short-term casual engagements.*

*14. The Respondent Employer places reliance on Umadevi (supra) to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are “illegal” and those that are “irregular,” the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.*

*15. It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer’s failure to furnish such records—despite directions to do so—allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite “temporary” employment practices as done by a recent judgement of this court in Jaggo v. Union of India*

*16. The High Court did acknowledge the Employer’s inability to justify these abrupt terminations. Consequently, it ordered re-engagement on daily wages with some measure of parity in minimum pay. Regrettably, this only*

*perpetuated precariousness: the Appellant Workmen were left in a marginally improved yet still uncertain status. While the High Court recognized the importance of their work and hinted at eventual regularization, it failed to afford them continuity of service or meaningful back wages commensurate with the degree of statutory violation evident on record.*

*17. In light of these considerations, the Employer's discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period. 18. The impugned order of the High Court, to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby set aside with the following directions:-*

*I. The discontinuation of the Appellant Workmen's services, effected without compliance with Section 6E and Section 6N of the U.P. Industrial Disputes Act, 1947, is declared illegal. All orders or communications terminating their services are quashed. In consequence, the Appellant Workmen shall be treated as continuing in service from thereof their termination, for all purposes, including seniority and continuity in service.*

*II. The Respondent Employer shall reinstate the Appellant Workmen in their respective posts (or posts akin to the duties they previously performed) within four weeks from the date of this judgment. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.*

*III. Considering the length of service, the Appellant Workmen shall be entitled to 50% of the back wages from the date of their discontinuation until their actual reinstatement. The Respondent Employer shall clear the aforesaid dues within three months from the date of their reinstatement.*

*IV. The Respondent Employer is directed to initiate a fair and transparent process for regularizing the Appellant Workmen within six months from the date*

*of reinstatement, duly considering the fact that they have performed perennial municipal duties akin to permanent posts. In assessing regularization, the Employer shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Appellant Workmen or to similarly situated regular employees in the past. To the extent that sanctioned vacancies for such duties exist or are required, the Respondent Employer shall expedite all necessary administrative processes to ensure these longtime employees are not indefinitely retained on daily wages contrary to statutory and equitable norms.”*

In the light of above discussion and findings the reference is answered as follows:-

### **AWARD**

1. *The action of Outsourcing Agency in terminating the services of the petitioners in the aforesaid cases is held in violation of the Code and each of the petitioners is held entitled to get Rs. 20,000/- from the Outsourcing Agency M/s Global Ventures in lieu of all their claims, payable to them within Ninety days from the date of Award, failing which interest @6% per annum from date of Award till payment.*
2. *Holding that the management of Bank Note Press has adopted unfair labour practice with respect to the applicants by taking work from them for years as a outsourced employees on contract when the vacancy is of permanent nature and is still available, the management of Bank Note Press is directed to initiate a fair and transparent process for recruitment for the position on which, the applicants has been working, within six months from the date of award Applicants shall be granted age relaxation for the period they have worked with Bank Note Press as outsourced employee. The management of Bank Note Press shall expedite all necessary administrative processes to ensure that such long time employees are not indefinitely retained on contractual assignments or through outsourcing, contrary to statutory and equitable norms.*
3. *No order as to cost.*

*Copy of this judgment and Award be placed on the file of all the connected cases.*

**DATE:- 24/11/2025**

**(P.K.SRIVASTAVA)**  
**JUDICIAL MEMBER**