



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

मंगलवार, 09 सितम्बर, 2025 / 18 भाद्रपद, 1947

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 002, the 18th July, 2025

No. : LEP-E/1/2024.—In exercise of the powers vested under Section 17 (1) of the Industrial Disputes Act, 1947, the Governor, Himachal Pradesh is pleased to order the publication of

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awards of the following cases announced by the Presiding Judge, Labour Court-cum-Industrial Tribunal, Dharamshala, H.P. on the website of the Printing & Stationery Department, Himachal Pradesh i.e. "e-Gazette":—

Sl. No.	Case No.	Petitioner	Respondent	Date of Award/ Orders
1.	Ref. 155/2019	Smt. Tara Devi	Dr. Y.S. Parmar University & Anr.	19-06-2025
2.	Ref. 156/2019	Smt. Chhetan Butit	Dr. Y.S. Parmar University & Anr.	19-06-2025
3.	Ref. 112/2023	Puran Chand	Principal, Dagshai Public School, Solan	19-06-2025
4.	Ref. 71/2015	Karamchari Sangh	M/s Ranbaxy Lab Ltd. & Ors.	24-06-2025
5.	Ref. 306/2020	Sh. Ganesh Singh	M/s JSTI Transformers (P) Ltd.	25-06-2025
6.	Ref. 58/2023	Ms. Devi Yangchen	The XEN, Jal Shakti Division Spiti Kaza.	30-06-2025

By order,

Sd/-
(PRIYANKA BASU INGTY, IAS),
Secretary (Lab. Emp. & O.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 155 of 2019

Instituted on : 23.12.2019

Decided on : 19.06.202

Tara Devi w/o Sh. Rattan Sagar, r/o Village Sharbo, P.O. Reckongpeo, Tehsil Kalpa, District Kinnaur, H.P. ...Petitioner.

Versus

1. The Associate Director (Research & Training Programme Convener), Dr. Y.S. Parmar, University of Horticulture & Forestry, Regional Horticultural & Training Station and KVK Sharbo-172 107, Tehsil Kalpa, District Kinnaur, H.P.

2. Sh. Puran Dutt Sharma, Managing Director, Rainbow Enterprises, Hemant Lodge Mashobra-II, District Shimla-7, H.P. . . Respondents.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Vishal Kashyap, Adv.

For the respondent no. 1. : Ex-parte

For the respondent no. 2. : Ex-parte

AWARD.

The following reference was received for adjudication from the appropriate Government:-

“Whether termination of services of Smt. Tara Devi w/o Sh. Rattan Sagar, r/o Village Sharbo, P.O. Reckongpeo, Tehsil Kalpa, District Kinnaur, H.P. during September, 2018 by the Sh. Puran Dutt Sharma, Managing Director, Rainbow Enterprises, Hemant Lodge Mashobra-II, District Shimla-7, H.P. (Contractor) & The Associate Director (Research & Training Programme Convener), Dr. Y.S. Parmar, University of Horticulture & Forestry, Regional Horticultural & Training Station and KVK Sharbo-172107, Tehsil Kalpa, District Kinnaur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers?”

2. The claim of the petitioner as emerges from the statement of claim is that the petitioner was engaged by respondent no. 2 for respondent no.1 in the year 2016 for carrying out gardening, plantation, digging and nursery work etc. Petitioner continuously worked with the respondent no. 2 till September, 2018 and thereafter her services were dispensed by the respondents without serving any statutory notice as provided under the Industrial Disputes, Act, 1947 (hereinafter to be referred as the Act). Petitioner had completed 240 working days in a calendar year. Neither any notice as required under the act was issued nor due compensation was paid to the petitioner at the time of terminating her services. Respondent thus has failed to comply with the provisions of the Act as such the retrenchment of the petitioner is illegal, unlawful and arbitrary. Petitioner has also alleged gross violation of Sections 25-F and 25-G of the Act and has claimed that respondents have engaged other persons in place of the petitioner. Petitioner has claimed all the consequential benefits including continuity in service, seniority and back-wages.

3. Notice of this claim was sent to the respondents, in pursuance thereof respondents contested the claim by filing separate replies. Respondent No.1 took preliminary objections that the university outsourced the work of unskilled labours through different firms from time to time as per the policy of the Government as such the petitioner was engaged by outsourcing agency on the basis of mandays required for various activities under adhoc research project, revolving fund, contingency etc. The services of the petitioner were never dispensed with by the respondent No.1 and it was sole responsibility of the contractor/ firm to provide manpower/ unskilled labour to the university as per the agreement by engaging the persons fulfilling the eligibility criteria, hence there is no relationship of employee-employer between the petitioner and respondent No.1. On merits, it was reiterated that there is no relationship of employee- employer between the petitioner and respondent No.1 and it was also reiterated that unskilled labours/manpower have been outsourced as per the policy of the Government of Himachal Pradesh. The unskilled labours were engaged by the respondent No. 2 and their services were also dispensed with by the respondent no. 2. Respondent No.1 has only given requirement of specific number of mandays to the respondent No. 2 and prayed for the dismissal of the claim petition.

Respondent No.2 filed separate reply whereby preliminary objections that the petitioner has not approached the Court with clean hands and has suppressed the material facts were taken. On merits, it was not disputed that the petitioner was engaged by respondent No. 2 for respondent No.1 in the year 2016 for carrying out gardening, plantation, digging and nursery work etc. It was averred that the petitioner was engaged by respondent No. 2 in the year 2016 being outsource agency and the services of the petitioner were required by respondent no.1 as per their project work. The work of respondent no.1 was not of permanent nature. Respondent No. 2 was only a contractor/outsource agency and its job was only to outsource the workers to the principal employer *i.e* respondent No.1. Respondent No. 2 had contract with respondent No.1 *w.e.f.* April, 2016 till March, 2021 and the respondent No.1 outsourced the work of unskilled labours through respondent No. 2. Petitioner was engaged by respondent No. 2 on the basis of mandays required for various activities under adhoc research project, revolving fund, contingency etc., and the requirements of mandays are based upon the work requirement of the project or scheme as such the services of the petitioner were not dispensed with by the respondents. There was no employer-employee-employer relationship between petitioner and respondent No. 2. It was denied that the services of the petitioner were terminated by the respondent No. 2. It was submitted that the services of the petitioner were only engaged for the project till the services of the petitioner were required by the respondent No.1. Respondent no.1 was the principal employer for whom the petitioner was working for the period mentioned in the petition and prayed for the dismissal of the claim.

5. Petitioner filed separate rejoinder(s) to the replie(s) filed by the respondents in which she denied the preliminary objections and reiterated the averments as made in the statement of claim. She reiterated that she was engaged by respondent No. 2 for respondent no. 1 for carrying out gardening, plantation, digging and nursery work in the year 2016 and worked as such till September, 2018. She further reiterated that she had completed 240 days in a calendar year.

6. On the pleadings, this Court formulated the following issues on 26.07.2022 :—

1. Whether the termination of services of petitioner by the respondents *w.e.f.* September 2018, without complying with the provisions of the Industrial Disputes Act, is illegal and unjustified? If yes, what relief the petitioner is entitled too?
... *OPP.*
2. Whether the claim petition filed by the petitioner is neither competent nor maintainable in the present form, as alleged?
3. Relief

7. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

8. Besides having heard the learned counsel for the petitioner, I have also gone through the record of the case carefully.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : No. Not entitled to any relief

Issue No. 2 : No

Relief : Reference is answered in negative as per operative part of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. The onus to prove issue no.1 is on the petitioner

11. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led her evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition.

12. During cross-examination conducted by respondent no.1, she admitted that she was not a regular employee of the respondent no.1. She also admitted that her services were engaged through contractor and further stated that there was no agreement executed between the petitioner and respondent No. 1. She denied that she was not engaged in the year 2016 for carrying out gardening, plantation, digging and nursery work.

13. During cross-examination conducted by respondent no. 2, she denied that her services were engaged for carrying out gardening, plantation, digging and nursery work for fixed period. She admitted that no appointment letter was issued to her. She further admitted that she was working for respondent No.1 under the control and supervision of respondent No.1. She showed ignorance that respondent No.1 had obtained any registration certificate under Contract Labour (Abolition and regulation) Act, 1970. She stated that she was asked by the Clerk of respondent no.1 not to come for the work.

14. This is the entire evidence led by the petitioner.

15. It is pertinent to mention here that when the case was listed for the evidence of the respondents, the respondent no.1 failed to appear in the Court on 13.3.2024 and was proceeded against ex-parte whereas respondent No.2 also failed to appear in the Court or to produce evidence, hence proceeded against ex-parte on 16.7.2024 as such no evidence has been led by the respondents in the present case.

16. Coming to the present case, it is the claim of the petitioner that she was engaged by respondent no.2 for respondent No.1 in the year 2016 for carrying out gardening, plantation, digging and nursery work etc., and she worked continuously with respondent No.1 till September, 2018 and thereafter her services have been dispensed with by the respondents despite the fact that she had completed 240 working days in a calendar year. Petitioner has also alleged grave violation of Sections 25-F and 25-G of the Act. So far the claim of the respondents is concerned, they have taken the plea that the petitioner was engaged on contract through outsource agency *i.e.* respondent No. 2 for a fixed period and after the completion of the work, the services of the petitioner ended. Respondents have categorically denied that the services of the petitioner were terminated. Respondent no.1 has taken the plea that there was no relationship of employer-employee between the petitioner and respondent No. 1. There is only a bald statement of the petitioner to establish that her services were terminated in the year 2018 and she was asked by the Clerk of the respondent No.1 not to come for the work. Though, no evidence has been led by the respondents, but it is settled that the onus to establish the relationship of employer-employee is on the person who alleges the same. In this case, it is the petitioner who has alleged that she was the employee of respondent no.1 and as such the onus highly was on the petitioner to establish this fact that she was an employee of respondent No. 1. Petitioner has admitted this fact that her services had been engaged by respondent No. 2 (contractor) and thereafter she worked for respondent No. 1. Except bald statement of petitioner, there is nothing on record to establish that the respondent No. 1 was her employer and she was on the rolls of respondent no.1. There is no evidence worth the name that

she was being paid salary by respondent No.1 or she was working under the direct control and supervision of respondent No. 1. No record of respondent No. 1 has been summoned or produced to show that who was paying the salary to petitioner, who was taking the attendance of petitioner and who was supervising the work of the petitioner. There is no evidence at all on record to establish that who was maintaining the record pertaining to the petitioner under the Labour Laws, Factory Act and Payment of Wages Act. Neither there is any evidence to show that any ESI and EPF contribution was deducted either by petitioner or respondents. The Hon'ble Apex Court in case titled as (2014) SCC-9 407, has observed as under :

“53. This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p. 515 in the Ready Mix Concrete case (supra), the conditions are as follows:

“(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service.”

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's “four indicia” of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at p. 429, observes as follows:

“(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal.”

57. A recent decision by the Queen's Bench, in JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the Ready Mix Concrete case (supra) as mentioned above. The JGE case (supra), further noted that ‘control’ was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a

relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one."

17. Coming to the case in hand the petitioner has not come up with any appointment letter, any record of payment of salary, any record of the work done by her before her alleged termination and nor there is any evidence to conclude that there was a relationship of employer and employee between the petitioner and respondent No.1. There is nothing on record which suggests that who can take the disciplinary action against the petitioner to conclude that there was a relationship of employee-employer between the petitioner and respondent No. 1.

18. Though the respondents have not produced any contract of outsource vide which the respondent No. 2 had provided the labours to respondent No.1, but the petitioner cannot take the benefit of any lacuna left in the case of the respondents. The claim of the petitioner that she was working under the supervision and control of respondent No.1 and the clerk of respondent No. 1 had asked her not to come for the work, would not make the petitioner employee of respondent No.1 as she has failed to define explanation of control and supervision. In *International Airport Authority of India Vs. International Air Cargo Workers Union* (2009) 13 SCC 374, the Hon'ble Apex Court has held as under:

"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short worker being the employee of the contractor, the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor."

19. In the present case, the petitioner has not come up with any such evidence or document to prove beyond doubt that control and supervision over the petitioner was of respondent No.1 and not of respondent No. 2. It was for the petitioner to prove on record that she was on the rolls of respondent No.1 but the petitioner has failed to discharge such onus. There is no prohibition under Law to employ contract labour as envisaged under Section 10 of the Contract Labour Regulation and Abolition Act and Rules. It has been stated by the petitioner that her services were terminated

by respondent No.1, but the petitioner has failed to establish employer and employee relationship between the petitioner and respondent No.1, as such she cannot be held entitled to reinstatement in service with respondent No.1.

20. So far as, the claim of the petitioner against respondent No. 2 is concerned, the petitioner though has claimed that she was deputed by respondent No. 2 with respondent No.1 on outsource basis and she has completed 240 days in each calendar year, however, the petitioner has not alleged her termination from service by respondent No. 2. As per her own statement the clerk of respondent No. 1 had asked her not to come for work. Respondent no. 2 has taken specific plea that the petitioner was engaged on outsource basis. It is claimed by respondent No. 2 that the petitioner was engaged by respondent No. 2 in the year 2016 being outsource agency and her services were required by respondent No. 1 for project work which was not of permanent nature. The respondent No. 2 only provided manpower/ unskilled labour to respondent No. 1 on the basis of mandays required for various activities under adhoc research project by respondent No. 1. The requirement of mandays was based on the project as such the services of the petitioner were never dispensed by the respondent No. 2. Petitioner while appearing in the witness box has not uttered a single word that her services were dispensed by respondent No. 2 at any time. Petitioner has not produced any appointment letter to show the terms of employment nor produced any record to show that she had completed 240 days in each calendar year since 2016-2018. Though, she has alleged the violation of Sections 25-F and 25-G of the Act and has also alleged that respondent No. 2 has engaged another person in her place but neither such violation has been proved on record nor she has named any person who was engaged by respondent No. 2 in her place. In absence, of any evidence that her services were terminated by respondent No. 2 in violation of any provisions of I.D Act, she cannot be held entitled to re-employment even with respondent No. 2. Accordingly, issue No. 1 is answered in negative.

Issue No. 2

21. Now coming to issue no. 2, there is nothing on record that as to how this petition is not maintainable. The present reference petition has been sent to this Court by the appropriate Government for adjudication and the same is maintainable before this Court. Hence, issue no. 2 decided against the respondents.

Relief.

22. In view of my aforesaid discussion, the claim filed by the petitioner fails and is hereby dismissed. The reference is answered in the aforesaid terms.

23. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 19th day of June, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla, H.P.

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 156 of 2019

Instituted on : 23.12.2019

Decided on : 19.06.2025

Chhetan Butit w/o Sh. Prem Sagar, r/o Village Sharbo, P.O. Reckongpeo, Tehsil Kalpa,
District Kinnaur, H.P. . . *Petitioner.*

VERSUS

1. The Associate Director (Research & Training Programme Convener), Dr. Y.S. Parmar,
University of Horticulture & Forestry, Regional Horticultural & Training Station and KVK Sharbo-
172107, Tehsil Kalpa, District Kinnaur, H.P.

2. Sh. Puran Dutt Sharma, Managing Director, Rainbow Enterprises, Hemant Lodge
Mashobra-II, District Shimla-7, H.P. . . *Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Vishal Kashyap, Adv.

For the respondent no. 1. : Ex-parte

For the respondent no. 2. : Ex-parte

AWARD

The following reference was received for adjudication from the appropriate Government:

“Whether termination of services of Smt. Chhetan Butit w/o Sh. Prem Sagar, r/o Village Sharbo, P.O. Reckongpeo, Tehsil Kalpa, District Kinnaur, H.P. during September, 2018 by the Sh. Puran Dutt Sharma, Managing Director, Rainbow Enterprises, Hemant Lodge Mashobra-II, District Shimla-7 H.P. (Contractor) & the Associate Director (Research & Training Programme Convener), Dr. Y.S. Parmar, University of Horticulture & Forestry, Regional Horticultural & Training Station and KVK Sharbo-172 107, Tehsil kalpa, District Kinnaur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers?”

2. The claim of the petitioner as emerges from the statement of claim is that the petitioner was engaged by respondent No. 2 for respondent No. 1 in the year 2016 for carrying out gardening, plantation, digging and nursery work etc. Petitioner continuously worked with the respondent No. 2 till September, 2018 and thereafter her services were dispensed by the respondents without serving any statutory notice as provided under the Industrial Disputes, Act, 1947 (hereinafter to be referred as the Act). Petitioner had completed 240 working days in a calendar year. Neither any notice as required under the act was issued nor due compensation was paid to the petitioner at the time of

terminating her services. Respondent thus has failed to comply with the provisions of the Act as such the retrenchment of the petitioner is illegal, unlawful and arbitrary. Petitioner has also alleged gross violation of Sections 25-F and 25-G of the Act and has claimed that respondents have engaged other persons in place of the petitioner. Petitioner has claimed all the consequential benefits including continuity in service, seniority and back-wages.

3. Notice of this claim was sent to the respondents, in pursuance thereof respondents contested the claim by filing separate replies. Respondent No.1 took preliminary objections that the university outsourced the work of unskilled labours through different firms from time to time as per the policy of the Government as such the petitioner was engaged by outsourcing agency on the basis of mandays required for various activities under *ad hoc* research project, revolving fund, contingency etc. The services of the petitioner were never dispensed with by the respondent No.1 and it was sole responsibility of the contractor/ firm to provide manpower/ unskilled labour to the university as per the agreement by engaging the persons fulfilling the eligibility criteria, hence there is no relationship employee-employer between the petitioner and respondent No.1. On merits, it was reiterated that there is no relationship of employee-employer between the petitioner and respondent No.1 and it was also reiterated that unskilled labours/manpower have been outsourced as per the policy of the Government of Himachal Pradesh. The unskilled labours were engaged by the respondent No. 2 and their services were also dispensed with by the respondent No. 2. Respondent No.1 has only given requirement of specific number of mandays to the respondent No. 2 and prayed for the dismissal of the claim petition.

Respondent No. 2 filed separate reply whereby preliminary objections that the petitioner has not approached the Court with clean hands and has suppressed the material facts were taken. On merits, it was not disputed that the petitioner was engaged by respondent No. 2 for respondent no.1 in the year 2016 for carrying out gardening, plantation, digging and nursery work etc. It was averred that the petitioner was engaged by respondent No. 2 in the year 2016 being outsource agency and the services of the petitioner were required by respondent No. 1 as per their project work. The work of respondent No. 1 was not of permanent nature. Respondent No. 2 was only a contractor/outsource agency and its job was only to outsource the workers to the principal employer *i.e* respondent No. 1. Respondent No. 2 had contract with respondent No. 1 *w.e.f.* April, 2016 till March, 2021 and the respondent No. 1 outsourced the work of unskilled labours through respondent No. 2. Petitioner was engaged by respondent No. 2 on the basis of mandays required for various activities under *ad hoc* research project, revolving fund, contingency etc., and the requirements of mandays are based upon the work requirement of the project or scheme as such the services of the petitioner were not dispensed with by the respondents. There was no employer-employee-employer relationship between petitioner and respondent No. 2. It was denied that the services of the petitioner were terminated by the respondent No. 2. It was submitted that the services of the petitioner were only engaged for the project till the services of the petitioner were required by the respondent No.1. Respondent No. 1 was the principal employer for whom the petitioner was working for the period mentioned in the petition and prayed for the dismissal of the claim.

5. Petitioner filed separate rejoinder(s) to the replie(s) filed by the respondents in which she denied the preliminary objections and reiterated the averments as made in the statement of claim. She reiterated that she was engaged by respondent No. 2 for respondent no. 1 for carrying out gardening, plantation, digging and nursery work in the year 2016 and worked as such till September, 2018. She further reiterated that she had completed 240 days in a calendar year.

6. On the pleadings, this Court formulated the following issues on 26.07.2022.

1. Whether termination of the services of petitioner by the respondents w.e.f. September 2018, without complying with the provisions of the Industrial Disputes Act, is illegal and unjustified? If yes, what relief the petitioner is entitled too?
..OPP.
2. Whether the claim petition filed by the petitioner is neither competent nor maintainable in the present form, as alleged? ..OPR.
3. Relief

7. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

8. Besides having heard the learned counsel for the petitioner, I have also gone through the record of the case carefully.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : No. Not entitled to any relief.

Issue No. 2 : No.

Relief : Reference is answered in negative as per operative part of the Award.

REASONS FOR FINDINGS

Issue No.1

10. The onus to prove issue no.1 is on the petitioner.

11. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led her evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition.

12. During cross-examination conducted by respondent no.1, she admitted that she was not a regular employee of the respondent No.1. She also admitted that her services were engaged through contractor and further stated that there was no agreement executed between the petitioner and respondent No.1. She denied that she was not engaged in the year 2016 for carrying out gardening, plantation, digging and nursery work.

13. During cross-examination conducted by respondent No.2, she denied that her services were engaged for carrying out gardening, plantation, digging and nursery work for fixed period. She admitted that no appointment letter was issued to her. She further admitted that she was working for respondent No.1 under the control and supervision of respondent No.1. She showed ignorance that respondent No.1 had obtained any registration certificate under Contract Labour (Abolition and regulation) Act, 1970. She stated that she was asked by the Clerk of respondent No.1 not to come for the work.

14. This is the entire evidence led by the petitioner.

15. It is pertinent to mention here that when the case was listed for the evidence of the respondents, the respondent No.1 failed to appear in the Court on 13.3.2024 and was proceeded against *ex-parte* whereas respondent No. 2 also failed to appear in the Court or to produce evidence, hence proceeded against *ex-parte* on 16.7.2024 as such no evidence has been led by the respondents in the present case.

16. Coming to the present case, it is the claim of the petitioner that she was engaged by respondent No. 2 for respondent No. 1 in the year 2016 for carrying out gardening, plantation, digging and nursery work etc., and she worked continuously with respondent no.1 till September, 2018 and thereafter her services have been dispensed with by the respondents despite the fact that she had completed 240 working days in a calendar year. Petitioner has also alleged grave violation of Sections 25-F and 25-G of the Act. So far the claim of the respondents is concerned, they have taken the plea that the petitioner was engaged on contract through outsource agency *i.e.* respondent No. 2 for a fixed period and after the completion of the work, the services of the petitioner ended. Respondents have categorically denied that the services of the petitioner were terminated. Respondent No.1 has taken the plea that there was no relationship of employer-employee between the petitioner and respondent No.1. There is only a bald statement of the petitioner to establish that her services were terminated in the year 2018 and she was asked by the Clerk of the respondent No.1 not to come for the work. Though, no evidence has been led by the respondents, but it is settled that the onus to establish the relationship of employer-employee is on the person who alleges the same. In this case, it is the petitioner who has alleged that she was the employee of respondent no.1 and as such the onus highly was on the petitioner to establish this fact that she was an employee of respondent No.1. Petitioner has admitted this fact that her services had been engaged by respondent No.2 (contractor) and thereafter she worked for respondent No.1. Except bald statement of petitioner, there is nothing on record to establish that the respondent No.1 was her employer and she was on the rolls of respondent no.1. There is no evidence worth the name that she was being paid salary by respondent No.1 or she was working under the direct control and supervision of respondent No.1. No record of respondent No.1 has been summoned or produced to show that who was paying the salary to petitioner, who was taking the attendance of petitioner and who was supervising the work of the petitioner. There is no evidence at all on record to establish that who was maintaining the record pertaining to the petitioner under the Labour Laws, Factory Act and Payment of Wages Act. Neither there is any evidence to show that any ESI and EPF contribution was deducted either by petitioner or respondents. The Hon'ble Apex Court in case titled as (2014) SCC-9 407, has observed as under :

“53. This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p. 515 in the Ready Mix Concrete case (supra), the conditions are as follows:

“(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service.”

55. In **Ready Mix Concrete case (supra)**, McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's "four indicia" of a contract of service said in **Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427**. The J. and W. Henderson case (supra) at p. 429, observes as follows:

"(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal."

57. A recent decision by the Queen's Bench, in **JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938**, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the **Ready Mix Concrete case (supra)** as mentioned above. The **JGE case (supra)**, further noted that 'control' was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one."

17. Coming to the case in hand the petitioner has not come up with any appointment letter, any record of payment of salary, any record of the work done by her before her alleged termination and nor there is any evidence to conclude that there was a relationship of employer and employee between the petitioner and respondent No. 1. There is nothing on record which suggests that who can take the disciplinary action against the petitioner to conclude that there was a relationship of employee-employer between the petitioner and respondent No. 1.

18. Though the respondents have not produced any contract of outsource vide which the respondent No. 2 had provided the labours to respondent No.1, but the petitioner cannot take the benefit of any lacuna left in the case of the respondents. The claim of the petitioner that she was working under the supervision and control of respondent No.1 and the clerk of respondent No. 1 had asked her not to come for the work, would not make the petitioner employee of respondent No.1 as she has failed to define explanation of control and supervision. In **International Airport Authority of India Vs. International Air Cargo Workers Union (2009) 13 SCC 374**, the Hon'ble Apex Court has held as under:

"38. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the

principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short worker being the employee of the contractor, the ultimate supervision and control lies with the contractor.

- 39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor.”**

19. In the present case, the petitioner has not come up with any such evidence or document to prove beyond doubt that control and supervision over the petitioner was of respondent No. 1 and not of respondent No. 2. It was for the petitioner to prove on record that she was on the rolls of respondent No. 1 but the petitioner has failed to discharge such onus. There is no prohibition under Law to employ contract labour as envisaged under Section 10 of the Contract Labour Regulation and Abolition Act and Rules. It has been stated by the petitioner that her services were terminated by respondent No. 1, but the petitioner has failed to establish employer and employee relationship between the petitioner and respondent No.1, as such she cannot be held entitled to reinstatement in service with respondent No. 1.

20. So far as, the claim of the petitioner against respondent No. 2 is concerned, the petitioner though has claimed that she was deputed by respondent No. 2 with respondent No. 1 on outsource basis and she has completed 240 days in each calendar year, however, the petitioner has not alleged her termination from service by respondent No. 2. As per her own statement the clerk of respondent No. 1 had asked her not to come for work. Respondent No. 2 has taken specific plea that the petitioner was engaged on outsource basis. It is claimed by respondent no. 1 that the petitioner was engaged by respondent No. 2 in the year 2016 being outsource agency and her services were required by respondent No. 1 for project work which was not of permanent nature. The respondent No. 2 only provided manpower/ unskilled labour to respondent No. 1 on the basis of mandays required for various activities under adhoc research project by respondent No. 1. The requirement of mandays was based on the project as such the services of the petitioner were never dispensed by the respondent No. 2. Petitioner while appearing in the witness box has not uttered a single word that her services were dispensed by respondent No. 2 at any time. Petitioner has not produced any appointment letter to show the terms of employment nor produced any record to show that she had completed 240 days in each calendar year since 2016-2018. Though, she has alleged the violation of Sections 25-F and 25-G of the Act and has also alleged that respondent No. 2 has engaged another person in her place but neither such violation has been proved on record nor she has named any person who was engaged by respondent No. 2 in her place. In absence, of any evidence that her services were terminated by respondent No. 2 in violation of any provisions of ID Act, she cannot be held entitled for re-employment even with respondent No. 2. Accordingly, issue No. 1 is answered in negative.

Issue No. 2

21. Now coming to issue No. 2, there is nothing on record that as to how this petition is not maintainable. The present reference petition has been sent to this Court by the appropriate Government for adjudication and the same is maintainable before this Court. Hence, issue no. 2 decided against the respondents.

Relief

22. In view of my aforesaid discussion, the claim filed by the petitioner fails and is hereby dismissed. The reference is answered in the aforesaid terms.

23. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 19th day of June, 2025.

Sd/-
(ANUJA SOOD)
*Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla, H.P.*

Reference No. 112/2023

Puran Chand

Versus

Principal, Dagshai Public School, Solan

The case has been taken for proper orders.

19.06.2025

Present: Sh. Niranjana Verma, Ld. Csl. for the petitioner. Sh. Ankush Sood, Admin Officer, for respondent present in person.

At this stage, parties have stated before the Court that they have entered in to a compromise outside the Court. Learned counsel for the petitioner has made separate statement in which he has stated that the matter has been settled between the parties amicably and the petitioner is not interested to proceed further with this reference petition and same be disposed off accordingly. He further deposed that settlement Ex. CA has been affected between the parties outside the Court and the matter be disposed off.

Since the matter stood amicably settled between the parties, by way of amicable settlement Ex. CA, thereafter, nothing survive in this reference.

Statement of the learned counsel for the petitioner as well as Ex. CA shall form part and parcel of this award. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced :
19.06.2025

Sd/-
ANUJA SOOD,
Presiding Judge,
Labour Court, Shimla.

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 71 of 2015
Instituted on : 01.10.2015
Decided on : 24.06.2025

The President & General Secretary, Ranbaxy Laboratories Ltd. Karamchari Sangh Ganguwala Paonta Sahib (H.P.) now "Sun Pharma Workers Union. Sun Pharmaceuticals Industries Ltd. Ganguwala, Paonta Sahib, Distt. Sirmour" . . . *Petitioner.*

Versus

1. The Manager, M/s Ranbaxy Lab Ltd., Ganguwala, Tehsil Paonta Sahib, District Sirmour, H.P. now "Sun Pharmaceuticals Industries Ltd. Ganguwala, Paonta Sahib, Distt. Sirmour, H.P.
2. M/s Nagra & Nagra Associates, V.P.O. Puruwala, Tehsil Paonta Sahib, Distt. Sirmour, H.P.
3. M/s Dashmesh Fabricator, Village Bhatanwali, P.O. & Tehsil Paonta Sahib, Distt. Sirmour, H.P.
4. M/s Golden Eagle Security Services Pvt. Ltd., SCO-2475, 1st Floor, Sector 22-C, Chandigarh (U.T.) . . . *Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Ashutosh Bhardwaj, Adv.
For the respondent no. 1 : Sh. Rahul Mahajan, Adv.
For the respondent no. 2 : Sh. Prateek Kumar, Adv.
For the respondent no. 3 : Ex-parte

AWARD

The following reference was received for adjudication from the appropriate Government:-

“Whether demands raised by the President/General Secretary, Ranbaxy Laboratories Ltd. Karamchari Sangh Ganguwala, Paonta Sahib (HP) now "Sun Pharma Workers Union, Sun Pharmaceutical Industries Ltd. Ganguwala, Paonta Sahib, Distt. Sirmour” vide demand notice dated 14.01.2015 (copy enclosed along with enclosures, 14 pages) before the Manager, M/s Ranbaxy Lab Ltd., Ganguwala, Tehsil Paonta Sahib, Distt. Sirmour, HP now name of the establishment changed as “M/s Sun Pharmaceutical Industries Ltd. Ganguwala, Paonta Sahib, Distt. Sirmour” (Principal Employer) to regularize the service of the workers engaged through (i) M/s Nagra & Nagra Associates, V.P.O. Puruwala, Tehsil Paonta Sahib, District Sirmour, HP (ii) M/s Dashmesh Fabricator, Village Bhatanwali, P.O. & Tehsil Paonta Sahib, District Sirmour, HP & (iii) Sh. Ramesh Gupta (Prop), M/s Golden Eagle Security Services Pvt. Ltd., SCO-2475, 1st Floor, Sector 22-C, Chandigarh (U.T.) (all contractor), and employ these workers on the roll of the Principal Employer, is legal and justified? If yes, to what relief of and other service benefits the above aggrieved workman is entitled to from the above employers/ managements?”

2. The facts as emerges from the statement of claim are that Sun Pharma Karamchari Sangh, Ganguwala workers Union (hereinafter to be referred as the petitioner union) is a Trade Union registered under the Trade Union Act, 1926 vide certificate of registration of Trade Unions No. 10-11/05 (Lab) T.U having registration no. 1015. The Trade Union was earlier registered in the name of Ranbaxy Lab. Ltd. Karamchari Sangh, Ganguwala Paonta Sahib, District Sirmour, H.P on 15.03.2015. The name of Trade Union was changed *w.e.f.* 19.08.2016. The workmen of the petitioner union are filing the present claim petition through its President Shri Gaurav Chauhan, *vide* resolution dated 27.02.2016. The case as set up by the petitioner union is that the respondent no.1 is the principal employer of the workers/employees and the principal employer had been regularly engaging the workmen of the union in work through the contractors i.e respondents No. 2 & 3. The petitioners are the employees of the respondent No.1 for the last 10 to 20 years with different applicants joining the respondent No.1 on different dates. The petitioner union has raised a demand notice dated 14.01.2015 to the effect that the workmen who are working on contract with the respondent No.1 be regularized on the basis of the length of service of the workmen after giving them grade, payment and they be placed on company roll and they be regularized on the point and post on which they are already working. The respondent No.1 though earlier agreed to fulfill the demands of the petitioner union but later denied and refused to accept the demands. The respondent No.1 has started employing new workers and is threatening to remove the petitioners from employment. Some of the workers of petitioner union have been removed from employment in gross violation of the Act and Rules. The demand of the petitioner union is that grades should be given to the workers of petitioner union on the basis of length of service. The respondent no.1 has proposed to reduce the basic salary of the workmen and change the nomenclature of high skilled and skilled workers to unskilled workers which action of the respondent no.1 is illegal, unconstitutional and against the provisions of law. Petitioner union has claimed that they are entitled to be regularized on the place and post they are working with increase in salary and are also entitled to be placed on the company roll without any reduction in basic salary or change of nomenclature from skilled to unskilled workers. The demands raised by the workers of petitioner union are as per the law of the land, constitutional, legal and falls within the rules and regulations. Petitioner union has claimed that the workers of the petitioner union are in employment of the respondent No.1 without any breaks and are entitled to be regularized as they have completed the

required number of years and working days in employment. Respondent no.1 has deprived the workmen of the benefits of a regularized workmen by not regularizing them and by not taking them on company roll despite the fact that they are being made to work just like other regularized workman. The respondent no.1 has the capacity to regularize the workmen and take them on their rolls, but despite repeated requests made by the workers of petitioner union, respondent No.1 rejected the claim of the workers. The petitioner union has right, entitlement to file and maintain the present petition as per the provisions of the law. The respondent no.1 has indulged in unfair labour practice by denying the legitimate rights of the workers of petitioner union. It has been prayed through this claim petition that the workers of petitioner union be regularized on the basis of length of service of the workmen after giving them grade and payment. It is also prayed that they be placed on company roll and they be regularized on the point and post on which they are already working with increase in the pay and allowances.

3. Notice of this claim was sent to the respondents, in pursuance thereof respondents contested the claim by filing separate replies.

4. Respondent No.1 took preliminary objections that neither the claim is competent nor maintainable as the petitioner union has concealed true and material facts from this Court and they have not approached the Court with clean hands. It is averred that the petitioner union has concealed that they are appointed by the contractors and deployed with respondent no.1 in terms of agreement executed between M/s Nagra & Nagra Associates (respondent No. 2) and M/s Dhamesh Fabrications (respondent No.3), Joint Labour Commissioner is not competent to make a reference to this Tribunal, the claim is beyond the terms of reference and the workers of petitioner are not entitled to be regularized with the respondent no.1 as they are the employee of contractors i.e respondents No. 2 & 3. On merits, it was averred that there exists no relationship of employer and employee between respondent No.1 and workers of petitioner union who have raised the charter of demand and subsequently reference was made to this Tribunal. The workers of petitioner union are the workers of contractors i.e respondents No. 2 & 3 and the engagement of contract workers is not prohibited under Section 10 of the Contract Labour (Regulation and Abolition) Act and Rules. The petitioner union has no locus standi to raise the charter of demand in respect of the contract worker against respondent No.1 as the respondent No. 1 is not the employer of the contract workers as such the reference is bad in law. It is submitted that the respondent no.1 has engaged contract labour which has been deployed by respondents No. 2 & 3 in terms of registration certificate and registration in the trade permitted by the Registration and Licensing Authority under the Contract Labour (Regulation and Abolition) Act and Rules. Respondent no.1 had not employed any contract labour in the trade which has been prohibited by the authority/appropriate government. Respondents No. 2 & 3 the separate industrial establishments as such the service conditions of the contract workers are governed by model standing orders and the appointment letters which have been issued by the respondents No. 2 & 3. It is further submitted that in the year 2014, the contractors asked respondent No.1 to consider the applications of contract workers for vacancies subject to the eligibility criteria made by the respondent No.1 upon which the respondent No.1 had agreed to consider the applications of contract workers for vacancies as such written test and interview was conducted for the vacancies, and some of the contract workers were selected and joined the companies after resigning from the service of the contractor. Fresh appointment letters were issued to the successful contract workers by respondent no. 1. The contract workers/petitioner union are not the workers/employees of respondent no.1 as such there is no question of regularizing them and taking them on the rolls of respondent company. It was averred that it is the respondents No. 2 & 3 who are deducting the ESI and EPF contribution towards the contract workers. The contractors are independent industrial establishments' entities and having their own EPF and ESI Code and registration. In respect of contract workers, the EPF, ESI Challans, adult workers register, appointment letters, attendance register, payment of wages register are being maintained by the contractors deployed by respondents No.2 & 3 with respondent no.1 company and prayed for the dismissal of the claim.

5. By filing separate reply, respondent no. 2 took up the stand that M/s Nagra & Nagra Associates (respondent no. 2) has a valid licence under the Contract Labour (Regulation and Abolition) Act and Rules to deploy contract labour with respondent company and the respondent no.1 has a valid registration to engage the contract labour. The petitioner union has concealed this fact that the workers in respect of which the charter of demands was raised are the workers of respondent no. 2 (contractor), who have been appointed and deployed by the contractor with respondent no.1 company in terms of agreement executed between respondent no.1 and respondent no. 2. The reference made by the Joint Labour Commissioner is neither competent nor maintainable. Respondent no. 2 is paying the wages to the contract workers and is making their contribution towards ESI and EPF. Entire control and supervision of the contract workers is of the respondent no. 2. All labour records under the Central Labour Laws and Local Labour Laws are being maintained by respondent no. 2. Appointment letters have been issued by the respondent no. 2 to the workers of petitioner union which governs the service conditions between the contract workers and respondent no. 2. The contract labour has been deployed and engaged in the trades of house-keeping, gardening, catering, loading, unloading, fabrications, maintenance and engineering, mechanical/project fabrication works, office, administration, laundry service, security service, packing of material, ancillary services, aluminum fabrication, allied work, civil and other maintenance job. The contract workers have been deployed in the above trades and not in the core activates. Respondent no. 2 also took the stand that in the year 2014, respondent no.1 had agreed to consider the cases of the contract workers for regularization vis-a-vis vacancies/post advertized subject to written examination and interview along-with other candidates, who appeared for advertized job/vacancies. The workers who had passed the written test and interview were kept on the rolls of respondent company. The charter of demands raised by the workers of petitioner union is devoid of merits and prayed for the dismissal of the claim.

6. It is pertinent to mention here that notice of this claim was also issued to respondent no.3 but respondent no.3 did not appear before this Court despite service as such respondent no.3 proceeded against ex-parte vide order dated 16.08.2017.

7. It is also pertinent to mentioned here that vide order dated 02.06.2023 the respondent no. 4 was ordered to be implemented as a party to the lis as such notice was issued accordingly to the respondent no. 4, but none had put appearance on behalf of respondent no.4, hence, respondent no. 4 was proceeded against ex-parte vide order dated 28.02.2024. No reply has been filed by respondent no. 4 against the claim.

8. Rejoinder not filed despite opportunities. On the pleadings, this Court formulated the following issues on 27.02.2019.

1. Whether the demands raised by the petitioner union vide demand notice dated 14.01.2015 regarding the regularization of the workers by the respondent management on the basis of the length of service, so rendered by them and giving them grade and payment as per their length of service is legal and justified, as alleged? . . . *OPP.*
2. Whether the claim petition is not maintainable, as alleged? . . . *OPR.*
3. Whether the claim petition is not competent and maintainable as the petitioners are the employees of respondents no.2 & 3 as alleged and there is no employee-employer relationship between the respondent no.1 and the petitioners, as alleged? . . . *OPR.*
4. Relief

9. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

10. Besides having heard the learned counsel for the parties, I have also gone through the record of the case carefully.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : No.

Issue No. 2 : Yes.

Issue No. 3 : Yes.

Relief : Reference is answered in negative as per operative part of the Award.

REASONS FOR FINDINGS

Issues No.1 & 3

12. Being interlinked and correlated both these issues are taken up together for discussion and decision as the same are intermingled and are to be disposed off by common findings.

13. The onus to prove issue no.1 is on the petitioner union.

14. Coming to evidence led by the petitioner union, Shri Gaurav Kumar Chauhan as PW-1, who stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. He also placed on record registration of union Ex. PW-1/B, list of members mark-A (8 leaves) and copy of demand notice 14.01.2015 Ex. PW-1/C (14 leaves).

15. During cross-examination by respondent no.1, he deposed that he was authorized in the General House of the Sun Pharma Karamchari Sangh to contest the present proceeding, however, he has not produced such resolution nor he has brought the same in the Court. He admitted that all the employees of the petitioner union are working with and are the employees of Nagra & Nagra and Dashmesh Fabricators. Self stated that when the petitioners were engaged, the management of respondent no. 1 engaged them. He admitted that respondents no. 2 & 3 have a licence to depute contract labour and also admitted that respondent no.1 has registration to employ contract labour. He admitted that respondents no. 2 & 3 are depositing their wages in the Bank Accounts. He denied that the attendance record, payment of wages record etc., are maintained by the respondents no. 2 & 3. He admitted that the contract labour is employed in the trades of house-keeping, gardening, loading, unloading, fabrications, maintenance and engineering, mechanical/project fabrication works, office administration, laundry service, security services. Self stated that the respondent no.1 had also deployed contract labour in production activity. He admitted that he had not made any complaint to the licensing authority that contract labour was being deployed by the respondent no.1 in production activity. He admitted that demands had been raised by the contract labour union. He further admitted that the union has never approached the Labour Commissioner under the provisions of Contract Labour (Regulation and Abolition) Act. He denied that the workers of the petitioner union are not the workers of respondent no.1 as such they cannot be regularized.

16. During cross-examination conducted by respondent no. 2 he admitted that the salary of the workers is released by the respondent no. 2. He admitted that agreement Ex. R-1 bears his signatures and that increment letter Mark R-3 had been issued by Nagra & Nagra. He showed ignorance that ESI and EPF contributions of the workers were paid by the Nagra & Nagra (respondent no.2). He admitted that the holidays chart is prepared by Nagra & Nagra. He showed ignorance that the record of the entire contract labour is maintained by Nagra & Nagra.

17. Petitioner union also examined Shri Birbal Singh, who appeared into the witness box as PW-2 and led his evidence by way of affidavit Ex. PW-2/A, which is just a reproduction of the averments as made in the petition. He verified his signatures at Sr. No. 42 on resolution.

18. During cross-examination conducted by respondent no.1 he admitted that as per averments in para 3 of his affidavit M/s Sun Pharmaceuticals is the principal employer. He admitted that there are agreements in between respondents no.1 & 2 for engaging and deputing contract labour in the trades of house-keeping, catering, gardening, catering, loading, unloading, fabrications, office administration, laundry service and security services. He admitted that the salary, wages register, attendance register, payment of wages, deduction of EPF and ESI contribution were maintained and paid by respondents no. 2 & 3. He denied that appointment letter was given to him by Nagra & Nagra and claimed that he was appointed by respondent no.1 company, however, he could not produce any appointment letter in this regard. He admitted that the salary is being paid by the contractor. He showed ignorance that in the year 2014, against some vacancies the contract workers had resigned from the contractor and had appeared in the written test conducted by the company and after completing the criteria, they were recruited by the company. He deposed that he cannot produce any document that they were recruited and appointed by the company.

19. During cross-examination conducted by respondent no. 2 he denied that the salary was released to him by respondent no. 2. He expressed his ignorance that ESI & EPF contribution were paid by Nagra & Nagra. He denied that attendance of the workers is marked by Nagra & Nagra. He admitted that he was working with respondent no. 3, who has paid the full & final payment to him.

20. Shri Subodh Kumar appeared into the witness box as PW-3 and tendered in evidence his affidavit Ex. PW-3/A, which is just a reproduction of the averments as made in the petition. He verified his signatures at Sr. No. 17 on the resolution.

21. When cross-examined on behalf of respondent no.1, this witness has admitted that respondent no.1 has deployed contract labour in trades of house-keeping, gardening, catering, loading, unloading, fabrications, maintenance, office administration, laundry service and security services. He denied that he was employee of Nagra & Nagra and was not directly recruited by respondent no.1. He denied that his attendance register, wage register, EPF & ESI contribution were maintained by respondent no. 2. Volunteered that only salary was paid to him by the contractor. He denied that the workers directly recruited by the company were engaged on machines and there is a difference of work between the direct recruit and contract labours. He admitted that Lalit, Mukesh and Sant Ram were deployed by Nagra & Nagra with respondent no.1 but denied that these employees were terminated by Nagra & Nagra after domestic enquiry. He admitted that full and final payment was made to him by Nagra & Nagra. He denied that he is not the worker of respondent no.1 as such he is not entitled for regularization.

22. During cross-examination on behalf of respondent no. 2, he denied that respondent no. 2 deployed him with respondent no.1. He denied that the salary was released to him by respondent no. 2. He denied that over all supervision or control on him and other workers was with Nagra &

Nagra. He admitted that he was working with respondent no. 3, who has made full and final payment to him. He further admitted that he was paid full and final payment by Nagra & Nagra.

23. This is the entire evidence led by the petitioner.

24. In order to rebut the case of the petitioner union, the respondents examined five witnesses in all.

25. Shri Kamal Dev, Senior Assistant from the office of Labopur Officer, Nahan appeared into the witness box as RW-1 and proved on record the registration certificate in the name of Sun Pharmaceuticals Ex. RW-1/A (15 pages), licence in the name of M/s Nagra & Nagra (4 pages as Ex. RW-1/B and licence in the name of M/s Dashmesh Fabrications as Ex. RW-1/C. This witness has not been cross-examined by the petitioner.

26. Shri Naresh Kumar, UDC, ESIC Baddi appeared into the witness box as RW-2 and proved on record form C-6 register and return of contribution under regulation 26 of the ESI Act in respect of the workers qua whom Dashmesh Fabricators made contribution under ESI Act as Ex. RW-2/A (119 pages) and form C-6 register and return of contribution under regulation 26 of the ESI Act in respect of the workers qua whom Nagra & Nagra made contribution under ESI Act as Ex. RW-2/B (119 pages). This witness has also not been cross-examined by the petitioner.

27. Shri Vijay Pal, Senior Assistant from the office of PF Commissioner, Shimla has appeared into the witness box as RW-3 and tendered in evidence form V in respect of employees regarding contribution to EPF made by Dashmesh Fabricators as Ex. RW-3/A (16 pages), details of monthly challans made by Dashmesh Fabricators (7 pages) as Ex. RW-3/B, form 24 of employees contribution details made by Dashmesh Fabricators (84 pages) as Ex. RW-3/C, Ex. RW-3/D (86 pages), Ex. RW-3/E (68 pages), Ex. RW-3/F (74 pages) and Ex. RW-3/G (71 pages). This witness has also tendered in evidence form V in respect of employees regarding contribution to EPF made by Nagra & Nagra as Ex. RW-3/H (12 pages), details of monthly challans made by Nagra & Nagra (7 pages) as Ex. RW-3/J, form 24 of employees contribution details made by Nagra & Nagra (70 pages) as Ex. RW-3/K, Ex. RW-3/L (63 pages), Ex. RW-3/M (65 pages), Ex. RW-3/N (61 pages) and Ex. RW-3/O (73 pages), Ex. RW-3/P (73 pages), Ex. RW-3/Q (73 pages) and Ex. RW-3/R (73 pages).

28. During cross-examination this witness has admitted that the record produced by him is computer generated and he has not placed any certificate of Section 65-B Indian Evidence Act, pertaining to this record.

29. Shri Surjeet Singh Nagra appeared into the witness box as RW-4, who has proved on record attendance register of the years 2017 to 2021 as Ex. RW-4/A (39 pages), adult worker register Ex. RW-4/B (35 pages), submission of bonus return Labour Officer, Nahan Ex. RW-4/C 96 pages) challans submitted to EPF regarding payment of employees contribution Ex. RW-4/D (13 pages), challans submitted to ESI co-operation regarding deposits of ESI contribution Ex. RW-4/E (20 pages), EPF electronic challans-cum-return Ex. RW-4/F and extract of payment of wages register Ex. RW-4/G (17 pages).

30. When cross-examined on behalf of petitioner, this witness has admitted that Sun Pharmaceutical company was earlier known as Ranbaxy Ltd. He deposed that he does not know that the workers are still working with the Ranbaxy. He admitted that the signature of the employees were not there in the salary register. Volunteered that salary was credited in their account. He had worked with the respondent company from 1998 till 2021 and at the time of his contract period the petitioners were working with him. He denied that he had assured the petitioners

that their services would be regularized in due course. He admitted that the petitioners who were engaged by him were deployed with Sun Pharmaceuticals. He denied that the petitioners were discharging the same duty as discharged by regular employee. He denied that the salary to the petitioners was paid by the company. He further denied that the petitioners were under the direct supervision and control of the company. He also denied that the petitioners were doing the main work carried by the company.

31. Shri Dhiraj Sharma, Manager HR of respondent company has appeared into the witness box as RW-5 and tendered in evidence his affidavit Ex. RW-5/A, which is just a reproduction of the averments as made in the reply. He also tendered in evidence SPA EX. RW-5/B, agreement dated 23.03.2015 mark-RX-1, letter dated 08.05.2013 and 26.05.2014 mark-RX-2 and mark-RX-3, letter dated 06.06.2018 mark-RX-4, letter dated 01.04.2020 mark-RX-5, agreement dated 13.08.2018 mark-RX-6, agreement dated 22.07.2020 mark-RX-7, agreement dated 31.08.2017 Ex. RW-5/C, letter dated 06.06.2018 mark-RX-8, agreement dated 31.05.2016 mark-RX-9, agreement dated 03.06.2016 mark-RX-10, registration certificate issued in favour of respondent company mark-RX-11, reply file to the demand notice along with Hindi type copy mark-RX-12, copies of challan submitted by contractor to EPF/ ESI mark-RX-13, adult work register of contractor mark-RX-14 and details of payments made to the contractor Ex. RW-5/D.

32. During cross-examination he denied that the wages/salary were paid to the petitioners by the company and they were appointed by the company. He stated that the petitioners/workers were working under the control and supervision of the contractor. He denied that the company promised to regularize the services of the petitioners/workers. He also denied that the petitioners were engaged in other works apart from the nature of works mentioned in the affidavit.

33. This is the entire evidence led by the respondents no.1 & 2.

34. So far as the present claim is concerned, the workers of the petitioner union have claimed that respondent no.1 company is the principal employer and they were working under the direct control and supervision of respondent no.1 as such in view of the length of service, their service should be regularized with respondent no.1 with enhanced salary etc. Though, the workers of petitioners union have claimed that there was relationship of employer & employee between workers of petitioner union and respondent no.1, but apart from bald statement of PW-1 to PW-3, there is nothing on record to substantiate that respondent no.1 was the principal employer and it had supervision and control on the workers of petitioner union. In this case, it is the petitioners who have alleged that their services have been engaged by respondent no.1 but the same has not been established on record by the petitioner union. PW-1 to PW-3 have admitted this fact during their cross-examination that their services have been engaged by respondents no. 2 & 3 and their salaries were also paid by their respective contractors. There is nothing on record to establish that the workers of petitioner union were on the rolls of respondent no.1 company at any point of time nor there is any evidence worth the name that the workers of petitioner union were under the direct control and supervision of respondent no.1 company. Rather, the record which has been summoned or produced by respondents no. 1 & 2 clearly establishes on record that they had entered into a valid agreements, when workers of petitioner union were deployed with respondent no.1 under the trades of house-keeping, gardening, catering, loading, unloading, fabrications, maintenance, office administration, laundry service and security services. So far as these contracts are concerned, the same are registered and have been placed on record. Moreover, the engagement of contract labour is not prohibited under Section 10 of the Contract Labour (Regulation and Abolition) Act and Rules.

35. Though, PW-1 has claimed that the appointment letters were given to the workers by respondent no.1 company but no such document has been placed on case file. It was also claimed

that the contract workers are discharging their duties in production work but in this regard neither any complaint was made in writing that the contract labour is being deployed in the production unit nor any such record has been produced. There is no evidence worth the name that the workers of petitioner union were being paid salary by respondent no.1 or they were working under the direct control and supervision of respondent no.1. No record of respondent no.1 has been summoned or produced to establish that respondent no.1 was paying the salary to the workers of petitioner union, taking the attendance of workers of petitioner union and was supervising the work of the workers of petitioner union. There is no evidence at all on record to establish that respondent no.1 was maintaining the record pertaining to the workers of petitioner union under the Labour Laws, Factory Act and Payment of Wages Act. There is no evidence to show that any ESI and EPF contribution were deducted by respondent no.1 company towards the workers of petitioner union. The Hon'ble Apex Court in case titled as (2014) SCC-9 407, has observed as under :

“53. This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p.515 in the Ready Mix Concrete case (supra), the conditions are as follows:

“(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service.”

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's “four indicia” of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at p.429, observes as follows:

“(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal.”

57. A recent decision by the Queen's Bench, in JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made

by McKenna J. in the Ready Mix Concrete case (supra) as mentioned above. The JGE case (supra), further noted that ‘control’ was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one.”

36. Apart from this, the Hon’ble Supreme Court in case titled as The Joint Secretary, Central Board of Secondary Education and Anr. Vs. Raj Kumar Mishra and others, 2025 LLR 474 has held that “for a person to claim employment under any organization, a direct master-servant relationship has to be established on paper”. The relevant portion of the judgment is reproduced as under:

- “6. Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, *ipso facto*, they would become employees of the appellants is noted only to be rejected.
7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.
8. This clearly in the considered opinion of the Court would not establish master-servant relationship.
9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed *supra*, has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

37. The respondents on the other hand have not only produced the registration certificate Ex. RW-1/A, licence in the name of respondent no. 2 Ex. RW-1/B, licence in the name of respondent no.3 Ex. RW-1/C, but they have also produced on record form C-6 register and return of contribution under ESI Act Ex. RW-2/A and Ex. RW-2/B in respect of workers qua whom respondents no.2 & 3 have made contribution under the ESI Act. Similarly, the respondents have also placed on record form V in respect of employees regarding contribution made by respondents no. 2 & 3 (Ex. RW-3/A & Ex. RW-3/H), challans made by respondents no. 2 & 3 (Ex. RW-3/B & Ex. RW-3/J), form 24 of employees contribution details made by respondents no. 2 & 3 (Ex. RW-3/C to Ex. RW-3/G & Ex. RW-3/K to Ex. RW-3/R). Apart from a bald suggestion of the petitioner that it was agreed by respondent no.1 company to regularize their services there is nothing on

record to support the plea of the petitioner that the workers of petitioner union would be taken on the rolls of respondent no.1 company.

38. The workers of petitioner union have taken another plea that previously some of the contract workers were regularized by the respondent company. In this regard, a specific stand has been taken by the respondents no.1 & 2 that in the year 2014, the contractors asked respondent no.1 to consider the applications of contract workers for vacancies subject to the eligibility criteria made by the respondent no.1 upon which the respondent no.1 had agreed to consider the applications of contract workers for vacancies as such written test and interview was conducted for the vacancies and some of the contract workers were selected and joined the companies after resigning from the service of the contractor. Fresh appointment letters were issued to the successful contract workers by respondent no. 1. There is nothing on record which could remotely suggest that there was any precedent that all workers working with the contractors have been taken on the rolls of respondent company and their services were regularized. The petitioner has placed reliance on the judgment case titled as **The Standard Vacuum Refining Vs. Its Workmen and Ors., 1960 AIR 948**. In this case, the Tribunal had issued directions for dis-continuation of the contract system considering the nature of the case, however, the other part of the demands of the workers that contractor should take over the company and their past service should be counted and they should be given same wage scale and conditions of service as applicable to the regular workmen, was rejected. The company was directed to reengage regular workmen for this work and to give preference to the workmen employed by Ramji Gordhan and Company, wage scale and other benefits to be given to those workmen were left to the company to be determined by it. In the case in hand the workers of petitioner union were not engaged in any core activity of the respondent company and since there were valid agreements to employ contractual labour, this Tribunal cannot direct the respondent company to take the workers of petitioner union on its roll and regularize their services as per demand charter.

39. Coming to the case in hand, the workers of petitioner union were not engaged in any core activities of Respondent Company as such even if this judgment is considered by this Tribunal, this Tribunal cannot direct respondent no.1 to take the workers of petitioner union on its roll and to regularize their services as per demand charter.

40. Keeping in view the detailed discussion made hereinabove, issue no.1 is answered in negative whereas since this is no relationship of the employer and employee between the workers of petitioner union and respondent no.1 company, issue no.3 is answered in affirmative.

Issue No. 2

41. So far as issue No.2 is concerned, the respondents have not led any evidence to establish on record that as to how the present claim petition is not maintainable. Moreover, the present claim petition has been filed by the workers of petitioner union pursuant to the reference received from the appropriate government for adjudication. I find nothing wrong with this petition which is perfectly maintainable in the present form. The issue in question is answered in negative.

Relief

42. In view of my aforesaid discussion, the claim filed by the workers of petitioner union fails and is hereby dismissed. The reference is answered in the aforesaid terms.

43. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 24th day of June, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla, H.P.

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 306 of 2020

Instituted on : 11.11.2020

Decided on : 25.06.2025

Ganesh Singh s/o Sh. Devi Singh, V.P.O. Khurwara, Tehsil Nurpur, District Kangra, H.P.
... *Petitioner.*

Versus

The Factory Manager, M/s JSTI Transformers Pvt. Ltd. H.B. No. 214, Bhatolikalan, Hill Top Industrial Area-I, Jharmajri, P.O. Barotiwala, Tehsil Baddi, District Solan, H.P. ... *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri R.K. Khidta, Advocate

For the respondent : Shri Rahul Mahajan, Advocate

AWARD

The following reference was received for adjudication from the appropriate Government:

“Whether termination of services of Sh. Ganesh Singh s/o Sh. Devi Singh, V.P.O. Khurwara, Tehsil Nurpur, District Kangra, H.P. by the management of M/s JSTI Transformers Pvt. Ltd. H.B. No. 214, Bhatolikalan, Hill Top Industrial Area-I, Jharmajri, P.O. Barotiwala, Tehsil Baddi, District Solan, (H.P.) w.e.f. 08.06.2020 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/ management?”

2. The facts which emerges from the statement of claim are that the petitioner was appointed as Welder with the respondent establishment in the year 2015. The petitioner was

initially on probation period for six months and thereafter his services were confirmed by the respondent. The petitioner worked with the respondent to be best of his ability and sincerity as he was very punctual and expert in his work field but on account of COVID-19 problems arose in the state of Himachal Pradesh. The petitioner had availed leave of the kind due after obtaining the approval/sanction from line Manager and came to his native place. The Government of Himachal Pradesh had imposed complete lock-down curfew on account of COVID-19 Pandemic and the petitioner was advised by the official of the respondent company not to come for joining his duties and salary was also paid to him during the lock-down period. The petitioner kept in touch with the officials of the respondent company who told that he would be called back as and when directed by the higher authorities. The respondent company made a group on Whatsapp. and every workman was the member of that group and all messages were posted on that group with respect to functioning of company, work and other related activities. The petitioner was removed from this group in the first week of June, 2020. The petitioner again approached the officials of the respondent company, who told him that they will speak with the Manager and apprise the petitioner about his re-joining. The petitioner received a message through email that his services have been terminated with immediate *w.e.f.* 8.6.2020. Neither any prior notice was issued to the petitioner nor he was paid any retrenchment compensation before terminating his services. When the respondent filed reply to demand notice, it came to the notice of the petitioner for the first time that the respondent had leveled some false stigmatic allegations against him, making a cause for throwing him out of the job. No enquiry was conducted nor any opportunity of being heard was afforded to him and his services were terminated in most illegal manner in violation of the Principles of Natural Justice. The respondent had appointed one Shri Ajay Kumar in place of petitioner in violation of Section 25-H of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). The termination letter dated 8.6.2020 issued by the respondent company is in violation of Sections 25-F, 25-G and 25-H of the Act. The petitioner also claimed that he is not working anywhere else and is totally depend upon his parents and relatives to meet out his and his family's day to day requirements. The petitioner through this claim has prayed that the termination order dated 8.6.2020 be declared null and void and the respondent be directed to re-engage the services of the petitioner without any break with all consequential benefits such as seniority, continuity and full back-wages.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply wherein apart from taking preliminary objections that there are team leaders representing the issues and other difficulties of the workers, the system is working very efficiently, workers are quite happy and regular meetings were held between team leaders and management. After employment, welder is provided special training at the cost of the company to fulfil parameters of the company, which was provided by external agency of India and expert senior most welders from head office. With this training welder attains the skills of international standards to meet customer requirements. The petitioner, after attaining the training and knowledge of the international standards, started thinking that he is indispensable. He was arrogant, disobedient and indiscipline. The leniency shown towards him was considered as weakness of the company and day by day he became incorrigible. Under these circumstances, coupled with willful absence from duty, the respondent was left with no other option but to terminate his services in order to maintain the peace and discipline in the company by paying his all dues amounting to ` 1,65,100/-. The Clause 1 of the contract of employment dated 3.4.2015 clearly states that after confirmation of service, the petitioner can be terminated by either side with one month notice or pay without assigning any reason. It is claimed that in view of Section 2-oo of the Act and clause 1 of the contract agreement, the termination is not retrenchment and clause 1 clearly stipulates such termination by payment of consulted salary in lieu of one month notice as such there is no violation of provisions of I.D Act. Apart from this, there is clause 15 with regard to misconduct and the case of petitioner falls under various misconducts, however the respondent company is always having a benevolent attitude towards its workers as such no imputation of misconduct was leveled against the petitioner as the

same would carry stigma on him and he would not be able to get job somewhere else easily. The petitioner was unfit for the company because of his behavior but the company never wanted to ruin his life and thus, no imputation of misconduct was levied against him. The petitioner never took any leave from the company on 14.3.2020 and he was called time and again by the Production Manager/Line Manager to rejoin his services but the petitioner flatly refused to join the services without any reason which amounts to abandonment of job. The petitioner after completion of probation period, started behaving rudely and warning letters were also issued to him. He was given verbal warnings time and again but he did not improve. Even, the Production Manager and Production Engineer, had reported in the month of October, 2019, that the petitioner was not cooperating and he was rude but despite warnings, no improvement was found in the behaviour of the petitioner and ultimately he abandoned the job from 16th March, 2020 for the reasons best known to him. After waiting for almost one month from 27.4.2020, the services of the petitioner were terminated on 8.6.2020 and all the dues were paid to him. The claim is neither competent nor maintainable which deserves to be dismissed. On merits, though, it was not disputed by the company that the petitioner was employed in the year 2015 and he was initially appointed as welder on training and subsequently he was confirmed but reiterated that the petitioner had himself abandoned the job and remained absent from 16.3.2020 till his services were terminated vide letter dated 8.6.2020. Messages were sent to petitioner through whatsapp to join his duties, but he failed to do so and then the services of the petitioner were terminated on 8.6.2020, his name was also removed from the whatsapp Group. The behavior of the petitioner was not good as he refused to obey instructions of superiors, leaving work without handing over the charge, misbehaved with superiors and indulging in acts subversive of discipline as such his services have rightly been terminated and prayed for the dismissal of the claim.

4. Rejoinder was filed in which the averments made in the reply were denied and those in the claim petition were re-affirmed.

5. On the pleadings, this Court formulated the following issues on 21.02.2022:

1. Whether the termination of the services of petitioner by the respondent *w.e.f.* 08.06.2020, without complying the provisions of the Industrial Disputes Act, is illegal and unjustified? . . . *OPP.*
2. If issue no. 1 is proved in affirmative, than what service benefits the petitioner is entitled to? . . . *OPP.*
3. Whether the claim petition is not maintainable in the present form, as alleged? . . . *OPR.*
4. Relief

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard the Ld. Counsel for the parties and have also gone through the record of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Yes.

- Issue No. 2 : Entitled to reinstatement with seniority and continuity along-with full back-wages.
- Issue No. 3 : No.
- Relief : Reference is answered in affirmative as per operative part of the Award.

REASONS FOR FINDINGS

Issues No.1 & 2

9. Being interlinked and correlated, both these issues are taken up together for discussion and decision as the same are intermingled and are required to be disposed off by same findings.

10. The onus to prove issues no.1 & 2 is on the petitioner.

11. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. He also tendered in evidence salary slip Ex. PW-1/B, termination letter Ex. PW-1/C, full & final statement Ex. PW-1/D, appointment letter Mark P-1, complaints Mark P-2 to Mark P-11, demand notice Mark P-12, and representation Mark P-13.

12. During cross-examination, he admitted that complaints Mark P-3 to Mark P-11 does not bear his signatures. He further admitted that no stamp/diary number has been entered in the complaint Mark P-2 and Mark P-3. He denied that he remained absent from 14.3.2020 without any sanctioned leave, but he admitted that there is no entry in the leave card on 14.3.2020. He admitted that he was paid full salary during lock-down period till 8.6.2020. He denied that he was asked to report for duty through email dated 28.4.2020. He stated that he is not aware that complaints were made against him by the Production Engineer and Accounts HR. He denied that Ajay Kumar was engaged as 3rd Welder as per requirement. He denied that he is gainfully employed. He admitted that the bonus paid to him was returned back to Manager. He deposed that the performance bonus was paid only after obtaining the signatures on the performance form and since his signatures were not obtained, he returned the performance bonus.

13. This is the entire evidence led by the petitioner.

14. In rebuttal, the respondent examined Ms. Punam Devi, Dy. Manager, HR as RW-1, who also led her evidence by way of affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply. She also tendered in evidence authority letter Mark RX-1, resolution Mark RX-2, contract of employment Mark RX-3, leave card Mark RX-4, attendance register Mark RX-5, email dated 28.4.2020 Mark RX-6, excel sheet Mark RX-7, appraisal reports Mark RX-8, email dated 29.10.2019 Mark RX-9, warning letter dated 15.2.2020 Mark RX-10, termination letter Mark RX-11 and appraisal sheets Mark RX-12.

15. During cross-examination, she deposed that she has no personal knowledge regarding the case. She admitted that warning letter dated 15.2.2020 (Mark RX-10) was not sent through e-mail and she further admitted that letter Mark RX-10 was not signed by the petitioner. Self stated that the petitioner refused to accept the same. She admitted that the copy of whatsapp Group whereby the petitioner was recalled is not on the record file. She admitted that the petitioner was confirmed employee of the respondent company. She further admitted that if employee is

confirmed, he can be terminated after conducting enquiry. Self stated that the petitioner was terminated as per clause-1 of the appointment letter. She admitted that no enquiry was conducted in this case. She denied that the petitioner was terminated due to his behavior and conduct in the company. She admitted that as per the need of the company in the year 2019 one Ajay Kumar was appointed as Welder and the petitioner was engaged prior to the appointment of Ajay Kumar. She admitted that Shadi Lal is still working in the company.

16. This is the entire evidence led by the respondent.

17. So far as the claim of the petitioner is concerned, it is an admitted fact that initially the petitioner was engaged as welder and after completion of training period, his services were confirmed. It is also not in dispute that the petitioner had worked with the respondent *w.e.f.* June, 2015 and he was paid wages by the respondent till his services were terminated on 8.6.2020. The claim of the respondent is that after confirmation of the services of the petitioner, his behavior became rude and he refused to obey instructions from superiors, leaving work without handing the charge, misbehaved with superiors and indulging in acts subversive of discipline. The petitioner remained willfully absent from duty without any sanctioned leave and he had not reported for his duties despite notices for the reasons best known to him as such his services have rightly been terminated by the respondent company after paying his full & final dues.

18. So far as the plea of abandonment is concerned, it is well known that abandonment has to be proved by the employer like any other fact. Therefore, the burden of proving of abandonment is upon the respondent. It has been laid down by our own Hon'ble High Court in case titled as **Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875** that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as **State of Himachal Pradesh & another vs. Shri Partap Singh, 2017 (1) Him L.R. 286**, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondent for his alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact finding inquiry was got conducted by the respondent. In the present case as it emerges from the evidence on record, so was not done by the respondent. Then, '*animus*' to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such '*animus*' on the part of the respondent is forthcoming in the present case.

19. Thus, the plea of abandonment put forth by the respondent/employer is not established. The respondent neither produced on record any notice which could go to show that the petitioner was called to resume his duties nor the respondent conducted any domestic enquiry into the matter. Therefore, it cannot be said that the petitioner had abandoned the job himself.

20. Now, coming to the other aspect of the case, it is also the case of the respondent that his behavior became rude as he refused to obey instructions from superiors, leaving work without handing the charge, misbehaved with superiors and indulging in acts subversive of discipline. However, it is an admitted fact that neither any enquiry has been conducted by the respondent regarding his alleged misconduct nor he was afforded opportunity of being heard before terminating his services. Much reliance has been placed on the warning letters but these warning letters have not been proved in accordance with law nor the termination of contract Mark RX-3 has been produced on record in accordance with law. Even, if Mark RX-3 is considered, the same has not been issued in terms of clause 1 of the contract of employment dated 3.4.2015 Mark RX-3. Even, if Clause-1 of Mark RX-3 is considered, the petitioner was a confirmed employee and his

services could be terminated by either side with one month's notice or payment of one month consolidated salary in lieu of notice. Now, if we revert back to the case of the respondent, it does not suggest that one month's notice had been issued to the petitioner before termination of his services or one month consolidated salary in lieu of notice was paid to him. Thus, the termination letter Mark RX-11 is also in violation of terms of clause 1 of contract of employment Mark Rx-3.

21. As per the version of the respondent several warning letters were issued to the petitioner for his misconduct and it is also the case of the respondent that the petitioner had abandoned the work but no action has been initiated against the petitioner by way of disciplinary proceedings nor any show cause notice was issued to him as such the dismissal of the petitioner without assigning any reason and without conducting any disciplinary proceedings is violative of principles of natural justice. It has been held by the Hon'ble Apex Court in case titled as **Dehli Transport Corporation Vs. D.T.C Mazdoor Congress and others AIR 1991 SC 101** that :

“199. Thus on a conspectus of the catena of cases decided by this Court the only conclusion follows is that Regulation 9(b) which confers powers on the authority to terminate the services of a permanent and confirmed employee by issuing a notice terminating the services or by making payment in lieu of notice without assigning any reasons in the order and without giving any opportunity of hearing to the employee before passing the impugned order is wholly arbitrary, uncanalised and unrestricted violating principles of natural justice as well as Art. 14 of the Constitution. It has also been held consistently by this Court that the Government carries on various trades and business activity through the instrumentality of the State such as Government Company or Public Corporations. Such Government Company or Public Corporation being State instrumentalities are State within the meaning of Art. 12 of the Constitution and as such they are subject to the observance of fundamental rights embodied in Part III as well as to conform to the directive principles in Part IV of the Constitution. In other words the Service Regulations or Rules framed by them are to be tested by the touchstone of Art. 14 of Constitution. Furthermore, the procedure prescribed by their Rules or Regulations must be reasonable, fair and just and not arbitrary, fanciful and unjust. Regulation 9(b), there-fore, confers unbridled, uncanalised and arbitrary power on the authority to terminate the services of a permanent employee without recording any reasons and without conforming to the principles of natural justice. There is no guideline in the Regulations or in the Act, as to when or in which cases and circumstances this power of termination by giving notice or pay in lieu of notice can be exercised. It is now well settled that the 'audi alteram partem' rule which in essence, enforces the equality clause in Article 14 of the Constitution is applicable not only to quasi judicial orders but to administrative orders affecting prejudicially the party in question unless the application of the rule has been expressly excluded by the Act or Regulation or Rule which is not the case here. Rules of natural justice do not supplant but supplement the Rules and Regulations. Moreover, the Rule of Law which permeates our Constitution demands that it has to be observed both substantially and procedurally. Considering from all aspects Regulation 9(b) is illegal and void as it is arbitrary, discriminatory and without any guidelines for exercise of the power. Rule of law posits that the power to be exercised in a manner which is just, fair and reasonable and not in an unreasonable, capricious or arbitrary manner leaving room for discrimination. Regulation 9(b) does not expressly exclude the application of the 'audi alteram partem' rule and as such the order of termination of service of a permanent employee cannot be passed by simply issuing a month's notice under Regulation 9(b) or pay in lieu thereof without recording any reason in the order and without giving any hearing to the employee to controvert the allegation on the basis of which the purported order is made.”

22. It was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:

“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 for such authority as may be specified by the appropriate Government by notification in the Official Gazette”.*

23. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in “continuous service” for not less than one year, can be retrenched by the employer unless he has been given one month’s notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of Section 25-F of the Act and proceeded to terminate the services of the petitioner as such the termination of the petitioner from service on 8.6.2020 is neither legal nor justified.

24. The petitioner has also alleged his termination to be illegal in violation of the principle of “last come first go” as envisaged under Section 25-G of the Act. The said Section provides:

“25-G. Procedure for retrenchment.—*Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he/she 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”.*

25. It is claimed by the petitioner that person junior to him namely Ajay Kumar was retained in service whereas his service were terminated by the respondent. The respondent has admitted the engagement of Shri Ajay Kumar as welder and his working with the respondent. Even, RW-1 Ms. Punam Devi has admitted that Shri Ajay Kumar was appointed as welder and the petitioner was engaged prior to the appointment of Ajay Kumar. It is by now well settled that admission is the best piece of evidence and the facts admitted need not to be proved. As already mentioned, the respondent has not disputed the engagement of Ajay Kumar anywhere in their pleadings or the evidence. This indicates that person junior to the petitioner is still working with the respondent. The respondent had failed to adhere to the principle of ‘last come first go’. Retaining the junior at the cost of senior is nothing but unfair labour practice. Such being the situation, I have no hesitation to conclude that the respondent has contravened the provisions of Section 25-G & H of the Act.

26. Thus, from the above discussion, it is clear that the termination of the services of the petitioner without conducting proper domestic enquiry and that too without affording any

opportunity of being heard, is illegal and unjustified. The petitioner is held entitled for re-instatement with seniority and continuity in service.

27. Now, the last question which has been raised by the petitioner through this claim petition is that he is not only entitled for reinstatement with seniority and continuity but also for back-wages. The petitioner in his statement of claim has averred that since the date of his oral termination, he is not gainfully employed anywhere. Though, it is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether ad-hoc, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in **Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20** as well as in **Ritu Marbles Vs. Prabhakant Shukla (2010) 2 SCC 70**.

28. In the case in hand the averments as made in the claim goes unrebutted. The petitioner has shown that he was not gainfully employed anywhere. In **Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363**, the Hon'ble Apex Court held that the question of determining the entitlement of a person to back wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on the employee to prove that. The Hon'ble Apex Court in **National Gandhi Musuem Vs. Sudhir Sharma (2-21) 12 SCC 439** has considered this aspect and held as under:

“Whether an employee after dismissal from service was gainfully employed is something, which is within his special knowledge. Considering the principle incorporated in Section 106 of the Indian Evidence Act, the initial burden is on the employee to come out with the case that he was not gainfully employed after the order of termination. It is a negative burden, however, in what manner the employee can discharge the said burden will depend upon peculiar facts and circumstances of each case. It all depends on the pleadings and evidence on record. Since it is a negative burden, in a given case, an assertion on oath by the employee that he was unemployed, may be sufficient compliance in the absence of any positive material brought on record by the employer.”

29. In **Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and Others (2013) 10 SCC 324**, it has been held by the Hon'ble Supreme Court that the denial of back wages would amount to indirectly punishing the employee and rewarding the employer by relieving him of the obligation to pay back wages and where an employer wants to deny back wages or contest the employee's entitlement to get consequential benefits, employer has to plead and prove that employee was gainfully employed during the intervening period.

30. In **Cargo Motors (Gujrat) Limited Vs. Kritikant Shivajirav Jadav, Letters Patent Appeal No. 1512 of 2019 decided on 07.08.2023**, it has been held by the Hon'ble High Court of Gujrat at Ahemdabad that it is settled law that in a case of termination of employment, though award of back-wages is not automatic with the award of reinstatement, but in case the fault is found on the part of the employer, 100% wages can be provided. The fundamental principle is that no one can take benefit of its own wrong.

31. To my mind, now if the respondent wanted to avoid the payment of full back-wages, then it had to specifically plead and also lead cogent evidence to prove that the petitioner was gainfully employed and was getting wages equal to the wages he was drawing prior to the

termination of services. Since, in the case in hand, the petitioner has shown that he was not employed, the onus lay on the respondent to specifically plead and prove that the petitioner was gainfully employed and was getting the same or substantially the similar emoluments. However, no evidence has been led on record by the respondent to show that the petitioner was gainfully employed.

32. Therefore, I have no hesitation in holding that the petitioner is entitled to full back-wages from the date of his illegal termination i.e 08.06.2020 till his reinstatement. The issues in question is answered in affirmative.

Issue No. 3

33. So far as issue No.3 is concerned, the respondent has not led any evidence to establish on record that as to how the present claim petition is not maintainable. Moreover, the present claim petition has been filed by the petitioner pursuant to the reference received from the appropriate government for adjudication. I find nothing wrong with this petition which is perfectly maintainable in the present form. The issue in question is answered in negative.

Relief

34. As a sequel to my above discussion and findings on issues no. 1 to 3 above, the claim of the petitioner succeeds and is hereby allowed. The respondent is directed to re-instate the petitioner in service forthwith with seniority and continuity with effect from the date of his termination i.e 8.6.2014 along-with full back-wages. The back-wages shall be payable by the respondent to the petitioner within a period of three months from the date of award, failing which, the same shall carry an interest @ 9% per annum. The reference is answered in the aforesaid terms.

35. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 25th day of June, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla, H.P.

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 58 of 2023

Instituted on : 27.04.2023

Decided on : 30.06.2025

Devi Yangchen d/o Late Sh. Panma Dorje, r/o Village & Post Office Mane, Tehsil Spiti at Kaza, District Lahaul Spiti, H.P. . . . *Petitioner.*

Versus

The Executive Engineer Jal Shakti Division Spiti at Kaza, District Lahaul Spiti, HP.

... Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri Prateek Kumar, Advocate

For the respondent : Shri Sunil Kumar Sharma, ADA

AWARD

The following reference was received for adjudication from the appropriate Government:

“Whether the demand raised by the worker Devi Yangchen d/o Late Sh. Panma Dorje, r/o Village and Post Office Mane, Tehsil Spiti at Kaza, District Lahaul Spiti, H.P. before the Executive Engineer Jal Shakti Division Spiti at Kaza, District Lahaul Spiti, H.P. for reinstatement in the service with full back wages, seniority of services along with all consequential benefits, is proper and justified? If yes, what relief the above aggrieved workman is entitled to from the above management?” and If not, its effect?”

2. The case as set up by the petitioner is that she is permanent resident of village Mane Post Office Mane Tehsil Spiti at Kaza and petitioner workman joined the service of the respondent department as daily wages labourer on muster roll basis during the year 2009. The petitioner has claimed that she had worked continuously without any interruption from anybody under the Assistant Engineer I&PH the erstwhile name of the department now named Jal Shakti Sub-Division Tabo and Section Lingti, District Lahaul & Spiti, HP up to 2016. Thereafter, the petitioner suffered serious illness and underwent medical treatment on account of medical and health conditions she was confined to bed and could not render her services continuously with the department. When the petitioner fully recovered from illness, she was again reinstated in services and worked till 2020. During the above said period the services of the petitioner were engaged and disengaged by the department and ultimately in the month of July 2021, the respondent department illegally terminated the petitioner from daily waged services orally without issuing any notice in writing indicating the reasons for retrenchment and without paying compensation under the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). Petitioner had worked continuously with the respondent department as such the protection of the labour laws is to be provided to the petitioner. Respondent department intentionally used to give fictional breaks in the services to the petitioner so that she could not complete the period of 180 days as prescribed under the Act, in tribal area and thereafter her services were illegally terminated in violation of mandatory provisions of the Act. The respondent intentionally used to give fictional breaks in the services of the petitioner so that she may not complete 180 days as prescribed under the Act. The department has absorbed and engaged the services of all other daily wage workers on muster roll basis who worked together with the petitioner. After termination of services of the petitioner she approached the Assistant Engineer Jal Shakti Department Sub-Division Tabo and Executive Engineer Jal Shakti Department Division Kaza, District Lahaul & Spiti, H.P. for her reengagement, but of no avail. Many junior persons of the petitioner are still working with the department and they have been granted seniority and continuity but the same was not granted to the petitioner. The termination of the service of the petitioner is a part of unfair labour practice prevailing in the respondent's division. Respondent has adopted the practices of “hire and fire” without complying Employment Model Standing Orders Act. The services of the petitioner have been terminated without any disciplinary proceedings and without giving petitioner any chance of being heard. It has been

prayed through this claim petition that the reference be allowed and the respondent department be directed to reinstate the services of the petitioner with seniority and continuity from the date of her initial engagement with full back wages.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply. Apart from taking preliminary objection, that the services of the petitioner were engaged by respondent on muster roll basis during June, 2012, but the petitioner left the services in the year 2016 herself and she was found absent continuously. The petitioner belongs to Spiti Valley which remains snow bound for almost six months in a year and the working season in the area generally spans from May to October as such the work is provided to daily paid workers working under the Divisions on opening of the season every year subject to justification and availability of sufficient fund as per the direction of State Government. Petitioner had raised demand notice to which the reply was filed by the respondent. It is averred that petitioner was engaged during 2012, on account of availability of work and funds. Petitioner had not raised any objections with regard to her employment despite the fact that she had the knowledge that work is available for short time and was not of a permanent nature. Petitioner reported to work in the year 2020 and she was provided work in the year 2020 but she voluntarily abandoned the work. The mandays chart reveals that petitioner is not working with the respondent department and she has left the job herself without any information. There are 107 WSS Schemes and 99 irrigation schemes under this Division and total 476 labours i.e. 348 regular labours and 128 daily paid are deployed during the summer season for maintenance of WSS and Irrigation Schemes and lastly that the petition suffers from principle of delay and laches. On merit, it was reiterated that the petitioner had left the job herself in the year 2016. The services of the petitioner were engaged on seasonal basis in view the availability of the work and resources. It was denied that the juniors to the petitioner have been retained. The daily waged workers in the department are being engaged keeping in view of urgency of work and to provide temporary employment to all needy persons to earn their livelihood. It was disputed that fictional and artificial breaks were given to the petitioner to deprive her from seniority and prayed for the dismissal of the claim.

4. Petitioner filed rejoinder in which she denied the preliminary objections and reiterated the averments as made in the claim petition.

5. On the pleadings, this Court formulated the following issues on 16.09.2023:

1. Whether the demand raised by the petitioner before the respondent for reinstatement in the service with full back wages, seniority of services along with all consequential service benefits, is proper and justified? If so, then what relief and consequential service benefits the petitioner is entitled to? . . . *OPP*.
2. Whether the petition is neither competent nor maintainable, as alleged? . . . *OPR*.
3. Whether the petition is bad for non-joinder of necessary parties, as alleged? . . . *OPR*.
4. Relief

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard Ld. Counsel for the petitioner and Ld. ADA for the respondent.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	Partly yes
Issue No. 2	:	No
Issue No. 3	:	No
Relief	:	Reference is partly answered in affirmative as per operative part of the Award.

REASONS FOR FINDINGS

Issue No.1

9. The onus to prove issue no.1 is on the petitioner.

10. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led her evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. She also tendered in evidence copy of demand notice Ex. PW-1/B.

11. During cross-examination, she deposed that she was married to Duni Chand, of village Kotli, Tehsil Sadar, District Mandi, H.P. 3 years ago. She deposed that her in-laws are residing approximately 300 kilometer from Kaza and she used to visit her parental house twice or thrice a year. She denied that she had not approached the department for her re-engagement after her marriage. She admitted that she had not moved any application to the department for her re-engagement. She denied that she is residing in Mandi and did not make herself available for work at Kaza. She admitted that she had not placed her medical on the record of the case file.

12. This is the entire evidence led by the petitioner.

13. In rebuttal, the respondent has examined Shri Manoj Kumar, as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is reproduction of the averments as made in the reply. He also placed on record copy of mandays chart Ex. RW-1/B and notification dated 05.10.2016 Ex. RW-1/C.

14. During cross-examination, he deposed that he is posed in Kaza since 2021. He denied that petitioner was engaged by the respondent in the year 2009 and she continuously worked from 2009 to 2020. He admitted that, as per Ex. RW-1/B, petitioner had worked with the respondent from 2012 to 2020 and she has completed 209 days in 2020. He denied that the services of the petitioner were illegally terminated without complying with the mandatory provisions of the Act. Self stated that petitioner had abandoned the job in between 2016 to 2020 and she finally abandoned the job in the month of January, 2021. He further stated that respondent has not issue any notice to the petitioner to join back her duties. He denied that the fictional breaks were to the petitioner. He admitted that Tenzin Dolkhar and Champa Dolma were engaged by the department in the year 2016 and they are still working with the respondent department. Self stated that these workers were continuously coming for the work whereas the petitioner was not coming for the work regularly. He denied that petitioner was regularly approaching the respondent department for work, but no work was allotted to the petitioner w.e.f. Jan. 2021 to July 2021.

15. This is the entire evidence led by the respondent.

16. Shri Prateek Kumar, Ld. Counsel for the petitioner had contended with vehemence that initially the services of the petitioner were engaged by the respondent department on muster roll basis as daily waged beldar in the year 2009 to 2016. Thereafter, she fell ill and underwent medical treatment and could not reported for duty but when she recovered from her illness she was reinstated in services by the respondent department in the year 2020, but ultimately in the month of July, 2021 the department illegally terminated the services of the petitioner without complying with the mandatory provisions of the law. He further contended that junior persons to the petitioner are still working with the respondent department whereas the services of the petitioner were terminated without giving any notice as prescribed under Section 25-F of the Act or payment of compensation.

17. On the contrary, Sh. Manoj Sharma, Ld. ADA had contended that the services of the petitioner were initially engaged in the month of June, 2012 on muster roll basis on the availability of the work as the area remains snow bound for several months. The work provided to the petitioner was for short time and she herself abandoned the job in between 2016 to 2020 and thereafter finally abandoned the job in the year 2021. He contended that neither fictional breaks were given to the petitioner nor pick and choose method was adopted. The work was provided on the availability of work and funds and subject to weather conditions. He also argued that the services of the petitioner were never terminated by the respondent rather she herself had abandoned her job without any intimation to the department.

18. It is the case of the petitioner that she was engaged in the year 2009 however no mandays chart or any appointment letter has been produced by the learned counsel for the petitioner in this regard. Though there is no denial to the fact by the respondent that the petitioner was engaged as labourer in the month of June, 2012 and she worked up till December, 2016. As per the petitioner, she was serious ill and could not report for duty and when she recovered from her illness she was reengaged in service in the year 2020 and worked till 2021 when her services were illegally terminated. The respondent has placed on record mandays Chart Ex. RW-1/B, which shows that the petitioner had worked for a period of 29 days, in the year 2012, 28 days in the year 2013, 59 days in the year 2016 and thereafter she worked from 2020 till December, 2020 and total working days as shown in the mandays chart are to be 209. The petitioner has not produced on record that since, 2009 and 2012 till 2016 she was working on regular basis and completed 180 days in each calendar year, nor she has produced any documents on record to show that she fell ill in 2016 and recovered from illness in the year 2020. The petitioner though has claimed that respondent had given fictional break to the petitioner and she cannot completed 180 days in year 2012 to 2016 but apart from the bald statement of the petitioner there is no document on record to substantiate this plea of the petitioner. It is evident from Ex. RW-1/B as well as averments as made in the statement of claim as well as affidavit of Ex. PW-1/A that the petitioner herself left the job in the year 2016 as she has claimed that she fell ill in the year 2016, however she has not produced even a single medical slip to substantiate her claim which could show that she could not work with the respondent department from 2016 till June, 2020, due to her illness. Ex. RW-1/B, however shows that the petitioner had worked in the month of June, 2020 to December 2020 and had completed 209 days in preceding 12 months before her alleged termination in the month of June, 2021.

19. A bare glance of the mandays charts (RW-1/B), clearly shows that the petitioner had completed more than 180 days as required in the Tribal areas. Though, she had not been able to put forth her claim of continuous service since 2012 to 2020 however she has been able to prove with Ex. RW-1/B that she was engaged in June, 2020 and worked till December, 2020 and thus completed 180 days in a calendar year. The petitioner has claimed that though she had completed 180 days in the year 2020 but her services were terminated by respondent in Jan, 2021 without issuing any notice or payment of compensation. Respondent on the other hand has claimed that, the petitioner had abandoned the work but no action has been initiated against the petitioner by way of

disciplinary action nor any show cause notice was issued to the petitioner to the effect as to why she was not coming for duty. It is well known that abandonment has to be proved by the employer like any other fact. Therefore, the burden of proving of abandonment is upon the respondent. It has been laid down by our own Hon'ble High Court in case titled as **Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875** that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as **State of Himachal Pradesh & another vs. Shri Partap Singh, 2017 (1) Him L.R. 286**, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondent for her alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact finding inquiry was got conducted by the respondent. In the present case as it emerges from the evidence on record, so was not done by the respondent. Then, 'animus' to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such 'animus' on the part of the petitioner is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondent/employer is not established.

20. It was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:

"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 for such authority as may be specified by the appropriate Government by notification in the Official Gazette".*

21. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in "continuous service" for not less than one year, can be retrenched by the employer unless he has been given one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of Section 25-F of the Act and proceeded to terminate the services of the petitioner orally as such the termination of the petitioner from service in Jan, 2021 is neither legal nor justified.

22. The other point which arises for consideration in this case is that whether there is any violation of Section 25-G of the ibid Act which reads as under:

"25-G. Procedure for retrenchment.—Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and she 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”.

23. To invoke this provision, the workman is not required to prove that she had worked for 180 days preceding to the date of her termination, but it is sufficient for her to plead and prove that while terminating her services, the employer violated the rules of “last come first go”. The petitioner though, has claimed that her juniors namely Tenzin Dolkhar and Champa Dolma were also engaged by the department in the year 2016 and they are still working with the respondent department whereas her services were terminated but the statement of RW-1 establish on record that both these were continuously working whereas it is the case of the petitioner that due to illness she could not go for the work from 2016 to 2020. The petitioner has admitted that she could not go for the work due to her illness, but no medical record has been produced by her, thus she cannot claim that her juniors were continuously working since 2016 and termination of her services Jan, 2021 is in violation of Section 25-G of the Act. Thus, there is no violation of Sections 25-G & 25-H of the Act, nor there is anything on record to establish that respondent has violated the rules of “last come first go”.

24. Now, the last question which has been raised by the petitioner through this claim petition is that she is not only entitled for reinstatement with seniority and continuity but also for back-wages. The petitioner in her statement of claim has averred that since the date of her termination, she is not gainfully employed anywhere. Though, it is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether ad-hoc, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20 as well as in Ritu Marbles Vs. Prabhakant Shukla (2010) 2 SCC 70.

25. In the case in hand the averments as made in the claim goes un rebutted. The petitioner has shown that she was not gainfully employed anywhere. Petitioner in her affidavit has stated that she is unemployed from the date of her termination and is not gainfully employed anywhere. During cross-examination, nor even single suggestion has been put to the petitioner that she is gainfully employed. In Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363, the Hon’ble Apex Court held that the question of determining the entitlement of a person to back wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on the employee to prove that. The Hon’ble Apex Court in National Gandhi Musuem Vs. Sudhir Sharma (2-21) 12 SCC 439 has considered this aspect and held as under:

“Whether an employee after dismissal from service was gainfully employed is something, which is within his special knowledge. Considering the principle incorporated in Section 106 of the Indian Evidence Act, the initial burden is on the employee to come out with the case that he was not gainfully employed after the order of termination. It is a negative burden, however, in what manner the employee can discharge the said burden will depend upon peculiar facts and circumstances of each case. It all depends on the pleadings and evidence on record. Since it is a negative burden, in a given case, an assertion on oath by the employee that he was unemployed, may be sufficient compliance in the absence of any positive material brought on record by the employer.”

26. In *Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and Others (2013) 10 SCC 324*, it has been held by the Hon'ble Supreme Court that the denial of back wages would amount to indirectly punishing the employee and rewarding the employer by relieving him of the obligation to pay back wages and where an employer wants to deny back wages or contest the employee's entitlement to get consequential benefits, employer has to plead and prove that employee was gainfully employed during the intervening period.

27. In *Cargo Motors (Gujrat) Limited Vs. Kritikant Shivajirav Jadav, Letters Patent Appeal No. 1512 of 2019 decided on 07.08.2023*, it has been held by the Hon'ble High Court of Gujrat at Ahemdabad that it is settled law that in a case of termination of employment, though award of back-wages is not automatic with the award of reinstatement, but in case the fault is found on the part of the employer, 100% wages can be provided. The fundamental principle is that no one can take benefit of its own wrong.

Keeping in view the aforesaid discussion, I have no hesitation in holding that the petitioner is entitled for reinstatement in service with seniority and continuity along-with full back-wags. The issue in question is answered in affirmative.

Issue No. 2

28. On the plea non-maintainability of the claim petition under Section 10 of the Industrial Disputes Act, Ld. ADA representing respondent department has contended that present claim petition is not maintainable as the petitioner was engaged on sessional basis. From the pleadings of the parties and evidence on record as discussed in foregoing paras, no inference of claim petition being not maintainable could be raised instead the same is held to be maintainable. As such, the issue no. 2 in hand is decided in favour of the petitioner and against the respondent.

Issue No. 3

29. In support of this issue no specific evidence has been led by the respondent department which could go to show that as to who are the necessary parties in the present dispute and how the petitioner is bad for non-joinder of necessary parties. Since, I have held under issue no.1 above that the petitioner had worked with respondent department continuously since 2020 and her services were illegally terminated by the respondent department in the month of Jan, 2021 as such issue no. 3 is decided in favour of the petitioner and against the respondent department.

Relief

30. In view of my aforesaid discussion and findings on issues no. 1 to 3 above, the claim of the petitioner partly succeeds and is hereby allowed. The petitioner is held to be in continuous in service w.e.f. June, 2020. The respondent department is directed to re-instate the petitioner in service forthwith with seniority and continuity with effect from the date of her termination from Jan, 2021 along-with full back-wages. The back-wages shall be payable by the respondent department to the petitioner within a period of three months from the date of award, failing which, the same shall carry an interest @ 9% per annum. The reference is answered in the aforesaid terms.

31. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 30th day of June, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla, H.P.

ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार आलमपुर, जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं० : 13/N/2025

तारीख पेशी : 15-09-2025

1. अनिल कुमार पुत्र मुंशी राम, निवासी गांव व डाकघर कूहण, उप-तहसील आलमपुर, जिला कांगड़ा (हि0प्र0)।

2. मीन कुमारी पुत्री वचित्र सिंह, निवासी गांव व डाकघर भेड़ी, उप-तहसील आलमपुर, जिला कांगड़ा, हि0प्र0 प्रार्थीगण।

बनाम

आम जनता

प्रतिवादी।

विषय.—मुश्त्री मुनादी व इश्तहार राजपत्रित बराये विवाह दर्ज करने बारे।

प्रार्थीगण ने इस अदालत में स्वयं हाजिर होकर प्रार्थना—पत्र मय ब्यान हल्फिया पेश किए व आवेदन किया है कि दिनांक 16-04-2000 को हिन्दु रीति-रिवाज से इनकी शादी गांव भेड़ी, उप-तहसील आलमपुर, जिला कांगड़ा, हि0प्र0 में हुई है व तब से दोनों पति-पत्नी के रूप में रह रहे हैं। किन्तु अज्ञानतावश विवाह तिथि को सम्बन्धित ग्राम पंचायत में दर्ज नहीं करवा सके हैं। अतः अपनी शादी को ग्राम पंचायत कूहण में दर्ज करवाने बारे आवेदन किया है।

अतः प्रार्थी का आवेदन स्वीकार करते हुए इस इश्तहार मुश्त्री मुनादी व चस्पांगी के माध्यम से प्रतिवादी आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त शादी को दर्ज करने बारे कोई उजर या एतराज हो तो वह असालतन या वकालतन तारीख पेशी 15-09-2025 को हाजिर अदालत होकर अपना उजर या एतराज पेश कर सकता है अन्यथा बाद गुजरने तारीख पेशी किसी भी किस्म का उजर या एतराज न सुना जाएगा व उपरोक्त शादी को पंजीकृत करने के आदेश सम्बन्धित स्थानीय उप-पंजीकार, सह ग्राम पंचायत कूहण को जारी कर दिया जावेगा।

यह इश्तहार मोहर अदालत व मेरे हस्ताक्षर आज दिनांक 26-08-2025 को जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार,
आलमपुर, जिला कांगड़ा (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी एवं नायब तहसीलदार, आलमपुर,
जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं0 : 16/N/2023

तारीख पेशी : 04-10-2025

पृथी चन्द पुत्र जौड़ू राम, निवासी महाल हार वालकरुपी, मौजा एवं उप-तहसील आलमपुर, जिला कांगड़ा (हि0प्र0) प्रार्थी।

बनाम

आम जनता महाल हार वालकरुपी, उप-तहसील आलमपुर

प्रतिवादी।

विषय.—भू-राजस्व अभिलेख स्थित महाल हार वालकरुपी, उप-तहसील आलमपुर, जिला कांगड़ा, हि0प्र0 में नाम सम्बन्धित अन्य राजस्व अभिलेख में हिमाचल प्रदेश लैंड रैबन्यू ऐक्ट, 1954 धारा 38(अ) के तहत नाम दुरुस्ती बारे।

मुश्त्री मुनादी बनाम आम जनता।

उपरोक्त विषय के संदर्भ में पृथी चन्द पुत्र जौड़ू राम, निवासी महाल हार वालकरुपी, मौजा एवं उप-तहसील आलमपुर, जिला कांगड़ा (हि0प्र0) ने स्वयं हाजिर होकर अपने पिता के नाम की दुरुस्ती बारे प्रार्थना-पत्र पेश करके प्रार्थना की है कि उसके पिता का सही नाम जौड़ू राम है, परन्तु महाल हार वालकरुपी, के राजस्व रिकार्ड में उसका नाम वरागी गलत दर्ज हुआ है। प्रार्थी महाल हजा में अपने पिता के नाम की दुरुस्ती करवाना चाहता है।

अतः इस मुश्त्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को महाल हार वालकरुपी के राजस्व रिकार्ड में प्रार्थी के पिता का नाम वरागी के बजाये जौड़ू राम उपनाम वरागी करने बारे कोई उजर या एतराज हो तो वह दिनांक 04-10-2025 को इस अदालत में असालतन या वकालतन हाजिर होकर अपना उजर या एतराज पेश कर सकता है। हाजिर न आने की सूरत में किसी भी किस्म का कोई उजर व एतराज बाद गुजरने मियाद नहीं सुना जाएगा।

आज दिनांक 26-08-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
आलमपुर, जिला कांगड़ा (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार आलमपुर, जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं0 : 31/N/2025

तारीख पेशी : 04-10-2025

श्रीमती सुमन कुमारी पत्नी तिलक राज, निवासी महाल काकड़न, डाकघर एवं उप-तहसील आलमपुर, जिला कांगड़ा (हि0प्र0) प्रार्थिया।

बनाम

आम जनता

प्रतिवादी।

विषय.—जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत मृत्यु पंजीकरण हेतु प्रार्थना-पत्र।

इशतहार मुशत्री मुनादी।

प्रार्थिया श्रीमती सुमन कुमारी पत्नी तिलक राज, निवासी महाल काकड़न, डाकघर एवं उप-तहसील आलमपुर, जिला कांगड़ा (हि0प्र0) ने इस अदालत में स्वयं हाजिर होकर प्रार्थना-पत्र मय ब्यान हल्फिया पेश किए व आवेदन किया है कि उसके ससुर जगदीश चन्द का निधन दिनांक 06-02-2017 को गांव जांगल, ग्राम पंचायत जांगल में हुआ था, परन्तु अज्ञानतावश उनके मृत्यु का पंजीकरण हमने स्थानीय ग्राम पंचायत अभिलेख में दर्ज न करवाया है। अतः प्रार्थिया इस न्यायालय के माध्यम से अपने ससुर के मृत्यु पंजीकरण करने का आदेश स्थानीय ग्राम पंचायत जगरूपनगर को जारी करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए इस इशतहार मुशत्री मुनादी व चस्पांगी के माध्यम से प्रतिवादी आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति या संस्था को उक्त जगदीश चन्द पुत्र श्री सूका राम की मृत्यु तिथि 06-02-2017 के पंजीकरण बारे किसी प्रकार की आपत्ति या एतराज है तो वह असालतन या वकालतन तारीख पेशी दिनांक 04-10-2025 को अदालत में हाजिर होकर उजर या एतराज पेश कर सकता है। अन्यथा बाद गुजरने तारीख पेशी किसी भी किस्म का उजर या एतराज न सुना जाएगा व उक्त जगदीश चन्द पुत्र श्री सूका राम की मृत्यु पंजीकरण करने के आदेश स्थानीय ग्राम पंचायत जन्म व मृत्यु ग्राम पंचायत जगरूपनगर को पारित कर दिया जाएगा।

यह इशतहार मोहर अदालत व मेरे हस्ताक्षर आज दिनांक 26-08-2025 को जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार,
आलमपुर, जिला कांगड़ा (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार आलमपुर, जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं0 : 12/N/2025

तारीख पेशी : 04-10-2025

1. वलविन्द्र सिंह पुत्र हकीम सिंह, निवासी गांव डोल, डाकघर लाहडू, उप-तहसील आलमपुर, जिला कांगड़ा (हि0प्र0)

2. पूजा देवी पुत्री पंजाव सिंह, निवासी गांव अप्पर परागपुर, डाकघर एवं उप-तहसील परागपुर, जिला कांगड़ा प्रार्थीगण।

बनाम

आम जनता

.प्रतिवादी।

विषय.—मुशत्री मुनादी व इशतहार राजपत्रित बराये विवाह दर्ज करने बारे।

प्रार्थीगण ने इस अदालत में स्वयं हाजिर होकर प्रार्थना-पत्र मय ब्यान हल्फिया पेश किए व आवेदन किया है कि दिनांक 14-07-2013 को हिन्दु रीति-रिवाज से इनकी शादी गांव डोल, उप-तहसील आलमपुर, जिला कांगड़ा, हि0प्र0 में हुई है व तब से दोनों पति-पत्नी के रूप में रह रहे हैं। किन्तु अज्ञानतावश विवाह तिथि को सम्बन्धित ग्राम पंचायत में दर्ज नहीं करवा सके हैं। अतः अपनी शादी को ग्राम पंचायत लाहडू में दर्ज करवाने बारे आवेदन किया है।

अतः प्रार्थी का आवेदन स्वीकार करते हुए इस इशतहार मुशत्री मुनादी व चस्पांगी के माध्यम से प्रतिवादी आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति को उक्त शादी को दर्ज करने बारे

कोई उजर या एतराज हो तो वह असालतन या वकालतन तारीख पेशी 04-10-2025 को हाजिर अदालत होकर अपना उजर या एतराज पेश कर सकता है अन्यथा बाद गुजरने तारीख पेशी किसी भी किस्म का उजर या एतराज न सुना जाएगा व उपरोक्त शादी को पंजीकृत करने के आदेश सम्बन्धित स्थानीय उप पंजीकार, सह ग्राम पंचायत लाहड़ू को जारी कर दिया जावेगा।

यह इश्तहार मोहर अदालत व मेरे हस्ताक्षर आज दिनांक 26-08-2025 को जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार,
आलमपुर, जिला कांगड़ा (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार आलमपुर, जिला कांगड़ा (हि0प्र0)

मुकद्दमा नं० : 28/N/2025

तारीख पेशी : 04-10-2025

श्रीमती तम्बो देवी पुत्री स्व० श्री गरीब दास, निवासी गांव साई, डाकघर एवं उप-तहसील आलमपुर, जिला कांगड़ा (हि0प्र0) प्रार्थिया।

बनाम

आम जनता

प्रतिवादी।

विषय.—जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म पंजीकरण हेतु प्रार्थना-पत्र।

इश्तहार मुश्री मुनादी।

प्रार्थिया श्रीमती तम्बो देवी पुत्री स्व० श्री गरीब दास, निवासी गांव साई, डाकघर एवं उप-तहसील आलमपुर, जिला कांगड़ा (हि0प्र0) ने इस अदालत में स्वयं हाजिर होकर प्रार्थना-पत्र मय ब्यान हल्फिया पेश किए व आवेदन किया है कि उसका जन्म दिनांक 09-12-1946 को गांव साई, ग्राम पंचायत जांगल में हुआ था, परन्तु अज्ञानतावश मेरे जन्म का पंजीकरण मेरे माता-पिता द्वारा स्थानीय ग्राम पंचायत अभिलेख में दर्ज न करवाया गया है। अतः प्रार्थिया इस न्यायालय के माध्यम से जन्म पंजीकरण करने का आदेश स्थानीय ग्राम पंचायत जांगल को जारी करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए इस इश्तहार मुश्री मुनादी व चस्पांगी के माध्यम से प्रतिवादी आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति या संस्था को उक्त श्रीमती तम्बो देवी पुत्री स्व० श्री गरीब दास पता उपरोक्त की जन्म तिथि 09-12-1946 के पंजीकरण बारे किसी प्रकार की आपत्ति या एतराज है तो वह असालतन या वकालतन तारीख पेशी 04-10-2025 को अदालत हाजिर होकर उजर या एतराज पेश कर सकता है। अन्यथा बाद गुजरने तारीख पेशी किसी भी किस्म का उजर या एतराज न सुना जाएगा व उक्त श्रीमती तम्बो देवी पुत्री स्व० श्री गरीब दास पता उपरोक्त के जन्म पंजीकरण करने के आदेश स्थानीय ग्राम पंचायत जन्म व मृत्यु, ग्राम पंचायत जांगल को पारित कर दिया जाएगा।

यह इश्तहार मोहर अदालत व मेरे हस्ताक्षर आज दिनांक 26-08-2025 को जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी एवं नायब तहसीलदार,
आलमपुर, जिला कांगड़ा (हि0प्र0)।

**In the Court of Naib-Tehsildar-cum-Executive Magistrate, Raja Ka Talab,
District Kangra (H.P.)**

File No. /NTEH/2025 Date of Institution : 17-07-2025 Case Titled : Correction of name

Smt. Kuldip Kaur wd/o Sh. Rabel Singh, r/o Village & P.O. Kandor, Sub-Teshil Raja ka Talab, District Kangra, H.P.

Versus

General Public

Notice of the General Public

Whereas, Smt. Kuldip Kaur wd/o Sh. Rabel Singh, r/o Village & P.O. Kandor, Sub-Teshil Raja ka Talab, District Kangra, H.P. has filed an application before the undersigned in which she has stated that his husband's correct name according to Gram Panchayat record, Aadhar Card, Bank Record, Mark List etc. is Sh. Rubel Singh s/o Narsi but due to clerical mistake his name has been wrongly entered in Revenue record of Mohal Kandor, Patwar Circle Rehan bearing Khata No. 85.

The enquiry of the application filed by the applicant was conducted through field revenue agencies and after receiving report from the field revenue agencies, it has been observed that the applicant's husband's correct name is Sh. Rubel Singh s/o Narsi but the name of the applicant's husband's name as Sh. Rumel Singh s/o Narsi in revenue record.

Now, therefore, in pursuance of section 38 of H.P. Land Revenue Act, 1954, proclamation is hereby issued to the General public concerned that objection in this regard for the correction of the name of Rumel Singh s/o Narsi shall be heard by the undersigned on 19-09-2025 in his court at Raja Ka Talab. Any person having any objection to make in the matter may due so on the said date and place in person or through legal practitioner or through recognised agent. In case of non appearance proceedings will be taken *ex-parte* and necessary action in this matter will be taken accordingly as per law.

Given under my hand and seal of the court on 19-08-2025.

Seal.

Sd/-
Naib-Tehsildar-cum-Executive Magistrate,
Raja Ka Talab, District Kangra (H.P.).

**In the Court of Naib-Tehsildar-cum-Executive Magistrate, Raja Ka Talab,
District Kangra (H.P.)**

File No. Date of Institution : 13-08-2025 Case Titled : Registration of Death

Sh. Parveen Kumar s/o Chaudhary Ram, r/o Village Bhatoli Chabdeyan, Sub-Teshil Raja Ka Talab, District Kangra, H.P.

Versus

General Public

Notice of the General Public.

Whereas, Sh. Parveen Kumar s/o Chaudhary Ram, r/o Village Bhatoli Chabdeyan, Sub-Teshil Raja ka Talab, District Kangra, H.P. has filed an application before the undersigned that date of death of his Mothers is 01-04-1984 but due to ignorance and lack of knowledge it has not been entered in the concerned in Gram Panchayat register. He has further stated that he wants to get it registered in Gram Panchayat Minta, Sub-Tehsil Raja Ka Talab.

The applicant has attached non-availability certificate, recommendation of Additional Distt. Registrar (Birth & Death)-cum-Medical Officer of Health Kangra at Dharamshala. Affidavit of two witnesses namely Shri Uttam Chand s/o Sh. Jasi Ram, r/o Vill. Bhatoli, Sub-Tehsil Raja Ka Talab, Distt. Kangra, H.P. & Sh. Joginder Pal s/o Munshi Ram, r/o Village Bhatoli Chabdeyan, Sub-Tehsil Raja Ka Talab, Distt. Kangra have been attached in support of his claim.

Now, therefore, in pursuance of section 13(3) of the Registration of Birth & Death Act, 1969 a proclamation to all General Public concerned is hereby issued that objections in this regard *i.e.* to enter the date of Death of Smt. Urmila Devi wd/o Chaudhary Ram shall be heard by the undersigned on 22-09-2025 in his court at Raja Ka Talab. Anyone having any objections in the matter may do so on the said date and place in person or through legal practitioner or his/her recognised agent. In case non-appearance, the proceedings will continue *ex-parte* and necessary action in this matter will be taken accordingly as per law.

Given under my hand and seal of the court on 21-08-2025.

Seal.

Sd/-

*Naib-Tehsildar-cum-Executive Magistrate,
Raja Ka Talab, District Kangra (H.P.).*

**In the Court of Naib-Tehsildar-cum-Executive Magistrate, Raja Ka Talab,
District Kangra (H.P.)**

File No. Date of Institution : 14-08-2025 Case Titled : Registration of Death

Smt. Seema Devi Sharma d/o Bishamber Dass, r/o Village Sakri, Sub-Teshil Raja Ka Talab, District Kangra, H.P.

Versus

General Public

Notice of the General Public.

Whereas, Smt. Seema Devi Sharma d/o Bishamber Dass, r/o Village Sakri, Sub-Teshil Raja ka Talab, District Kangra, H.P. has filed an application before the undersigned that date of death of her sister is 26-09-1990 but due to ignorance and lack of knowledge it has not been entered in the

concerned Gram Panchayat register. She has further stated that she wants to get it registered in Gram Panchayat Hatpang, Sub-Tehsil Raja Ka Talab.

The applicant has attached non-availability certificate, recommendation of Additional Distt. Registrar (Birth & Death)-cum-Medical Officer of Health Kangra at Dharamshala. Affidavit of two witnesses namely Shri Girdhari Lal s/o Sh. Sant Ram, r/o Vill. Sakri, Sub-Tehsil Raja Ka Talab, Distt. Kangra, H.P. & Sh. Tarsem Lal s/o Kanshi Ram, r/o Village Sakri, Sub-Tehsil Raja Ka Talab, Distt. Kangra have been attached in support of his claim.

Now, therefore, in pursuance of section 13(3) of The Registration of Birth & Death Act, 1969 a proclamation to all General Public concerned is hereby issued that objections in this regard *i.e.* to enter the date of Death of Reshma Devi d/o Bishamber Dass shall be heard by the undersigned on 22-09-2025 in his court at Raja Ka Talab. Anyone having any objections in the matter may do so on the said date and place in person or through legal practitioner or his/her recognised agent. In case non-appearance, the proceedings will continue *ex-parte* and necessary action in this matter will be taken accordingly as per law.

Given under my hand and seal of the court on 22-08-2025.

Seal.

Sd/-

*Naib-Tehsildar-cum-Executive Magistrate,
Raja Ka Talab, District Kangra (H.P.).*

**In the Court of Naib-Tehsildar-cum-Executive Magistrate, Raja Ka Talab,
District Kangra (H.P.)**

File No. Date of Institution : 14-08-2025 Case Titled : Registration of Death

Smt. Seema Devi Sharma d/o Bishamber Dass, r/o Village Sakri, Sub-Teshil Raja Ka Talab, District Kangra, H.P.

Versus

The General Public

Notice of the General Public.

Whereas, Smt. Seema Devi Sharma d/o Bishamber Dass, r/o Village Sakri, Sub-Teshil Raja Ka Talab, District Kangra, H.P. has filed an application before the undersigned that date of death of her Mother is 10-12-1980 but due to ignorance and lack of knowledge it has not been entered in the concerned Gram Panchayat register. She has further stated that she wants to get it registered in Gram Panchayat Hatpang, Sub-Tehsil Raja Ka Talab.

The applicant has attached non-availability certificate, recommendation of Additional Distt. Registrar (Birth & Death)-cum-Medical Officer of Health Kangra at Dharamshala. Affidavit of two witnesses namely Shri Girdhari Lal s/o Sh. Sant Ram, r/o Vill. Sakri, Sub-Tehsil Raja Ka Talab, Distt. Kangra, H.P. & Sh. Tarsem Lal s/o Kanshi Ram, r/o Village Sakri, Sub-Tehsil Raja Ka Talab, Distt. Kangra have been attached in support of his claim.

Now, therefore, in pursuance of section 13(3) of The Registration of Birth & Death Act, 1969 a proclamation to all General Public concerned is hereby issued that objections in this regard *i.e.* to enter the date of Death of Usha Devi w/o Bishamber Dass shall be heard by the undersigned on 22-09-2025 in his court at Raja Ka Talab. Anyone having any objections in the matter may do so on the said date and place in person or through legal practitioner or his/her recognised agent. In case non-appearance, the proceedings will continue *ex-parte* and necessary action in this matter will be taken accordingly as per law.

Given under my hand and seal of the court on 22-08-2025.

Seal.

Sd/-
Naib-Tehsildar-cum-Executive Magistrate,
Raja Ka Talab, District Kangra (H.P.).

**In the Court of Sh. Kartar Chand, Marriage Officer-cum-Sub-Divisional Magistrate
Shahpur, Distt. Kangra (H.P.)**

1. Shri Amit Kumar s/o Joginder Singh, r/o Village Chandrun, P.O. & Tehsil Shahpur, Distt. Kangra (H.P.).

2. Smt. Mangla Devi d/o Raghubir Singh, r/o Village Naranhu, P.O. Paroul, Tehsil Fatehpur, District Kangra (H.P.) . . Applicants.

Versus

1. General Public

2. Local Registrar, Nagar Panchyat Shapur.

. . Respondents.

Subject.—Application for the Marriage Registration u/s 16 of Special Marriage Act, 1954.

Applicants Shri Amit Kumar s/o Joginder Singh, r/o Village Chandrun, P.O. & Tehsil Shahpur, Distt. Kangra (H.P.) and Smt. Mangla Devi d/o Raghubir Singh, r/o Village Naranhu, P.O. Paroul, Tehsil Fatehpur, District Kangra (H.P.) has filled an application u/s 16 of Special Marriage Act, 1954 alongwith declaration in which they have stated that they have solemnized their marriage on 23-08-2025 as per Hindu rites & customs.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file an objection personally or in writing before this court on or before 29-09-2025. After that no objection will be entertained and marriage will be registered accordingly.

Seal.

Sd/-
(KARTAR CHAND),
Marriage Officer-cum-Sub-Divisional Magistrate,
Shahpur, Distt. Kangra (H.P.).

**ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं कार्यकारी दण्डाधिकारी, तहसील धर्मशाला,
जिला कांगड़ा (हि0प्र0)**

मुकद्दमा नं0 :

Smt. Gita Devi d/o Sh. Lega Ram, r/o Village & P.O. Kaned, Tehsil Dharamshala, District Kangra (H.P.).

बनाम

आम जनता

विषय.—प्रार्थना-पत्र जेरे धारा 13(3) हिमाचल प्रदेश पंजीकरण अधिनियम, 1969.

Smt. Gita Devi d/o Sh. Lega Ram, r/o Village & P.O. Kaned, Tehsil Dharamshala, District Kangra (H.P.) ने इस अदालत में प्रार्थना-पत्र सहित मुकद्दमा दायर किया है कि उसकी Self Gita Devi d/o Lega Ram का जन्म/मृत्यु दिनांक 19-02-1951 को हुआ है परन्तु एम0 सी0 धर्मशाला/ग्राम पंचायत में जन्म/मृत्यु पंजीकृत न है। अतः इसे पंजीकृत किये जाने के आदेश दिये जायें। इस नोटिस के द्वारा/मुस्त्री मुन्नादी के द्वारा समस्त जनता को तथा सम्बन्धित सम्बन्धियों को सूचित किया जाता है कि यदि किसी को उपरोक्त Gita Devi के जन्म पंजीकृत किये जाने बारे कोई एतराज हो तो वह हमारी अदालत में दिनांक 12-09-2025 को असालतन या वकालतन हाजिर होकर अपना एतराज पेश कर सकता है अन्यथा मुताबिक शपथ-पत्र जन्म/मृत्यु तिथि पंजीकृत किये जाने बारे आदेश पारित कर दिये जायेंगे।

आज दिनांक 02-08-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
एवं कार्यकारी दण्डाधिकारी,
धर्मशाला, जिला कांगड़ा (हि0प्र0)।

समक्ष श्री सुरेश कुमार, सहायक समाहर्ता द्वितीय श्रेणी, ददाहू, जिला सिरमौर, हिमाचल प्रदेश

मिसल नं0 : 1/CN of 2025

तारीख मजरुआ : 03-02-2025

तारीख पेशी : 19-09-2025

मौजा : डूगीं कंडयोन

प्रार्थी श्री दीप राम पुत्र रति राम, निवासी गांव बेडोन, तहसील ददाहू, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता

दरखास्त बरुये खसरा दुरुस्ती मौजा डूगीं कंडयोन, तहसील ददाहू।

मौजूदा मामले की पृष्ठभूमि इस प्रकार से है कि वादी श्री दीप राम पुत्र श्री रति राम, निवासी गांव बेडोन, तहसील ददाहू, जिला सिरमौर, हिमाचल प्रदेश ने एक प्रार्थना-पत्र, दरखास्त खसरा नं0 492 की दुरुस्ती हेतु इस अदालत में हिमाचल प्रदेश के भू-राजस्व अधिनियम की धारा 37, के तहत गुजारी है। इस संदर्भ में क्षेत्रीय राजस्व कर्मचारियों द्वारा छानबीन करवाई गई तथा कागजात माल से पाया गया कि जमाबन्दी

वर्ष सम्वत् 1989-1990 में खाता/खतौनी नं० 11/14 में इन्तकाल नम्बर 17, तकसीम हुक्मन शामलाल पति कण्ड्योन से बन्दोबस्ती नंबर खसरा 292, 292/1, 404, 445, 489, 492, 494/1, 495, 497, 498, 503, 505, 540, 548 में टुकड़े हुए। परन्तु खसरा नंबर 489, 492 के टुकड़ों में मूल खसरा नंबर गलत डाले गये। बाकी उक्त नंबर खसरा के मूल नंबर (खसरा सही डाले गये)। क्योंकि खसरा नं० 608/492, रकबा तादादी 0-4 बीघा, 609/492 तादादी रकबा 2-1 बीघा, 610/492, तादादी रकबा 0-17 बीघा, 611/492 तादादी रकबा 0-17 बीघा, 612/492 तादादी रकबा 0-13 बीघा, 616/492 तादादी रकबा 4-18 बीघा, 617/492, तादादी रकबा 5-13 बीघा, 619/492 तादादी रकबा 4-6 बीघा, 620/492 तादादी रकबा 4-16 बीघा, 624/492 रकबा तादादी 6-10 बीघा, 680/618/492, तादादी रकबा 0-6 बीघा, 681/618/492, रकबा 4-19 बीघा, कुल कित्ता 12, रकबा 35-71 बीघा के मूल खसरा नं० गलत डाले गए। क्योंकि उक्त खसरा नं० बन्दोबस्ती नंबर खसरा 489 में दर्शाये गए हैं। अतः अब उक्त खसरा नं० का मूल खसरा नं० 489 करने व खसरा नं० 615/492 मिन रकबा 14-00 बीघा में तादादी रकबा 35-17 बीघा की पेशी की जानी उचित है और खसरा नं० 881/790/693/627/489 मिन रकबा तादादी 131-15 बीघा में से रकबा तादादी 35-17 बीघा कम किया जाना प्रस्तावित है। उक्त दोनों खसरा नं० शामलाल पति कण्ड्योन मुश्तरका जुमला मालकन में दर्ज है।

सेहत खसरा दुरुस्ती के मौजूदा मामले में प्रार्थी के उपरोक्त दावों के संदर्भ में मौजा डूगी कड्योन के समस्त मालकनों एवं आम जनता को इस इश्तहार के माध्यम से सूचित किया जाता है कि उक्त दुरुस्ती मामले में किसी भी प्रकार की आपत्ति व एतराज दर्ज करने बारे दिनांक 28-09-2025 को सहायक समाहर्ता ददाहू के समक्ष असालतन या वकालतन पेश हों। अन्यथा मामले में एकतरफा कार्यवाही अमल में लाई जायेगी।

आज दिनांक 26-08-2025 को मेरे हस्ताक्षर एवं मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—
(सुरेश कुमार),
सहायक समाहर्ता द्वितीय श्रेणी,
ददाहू, जिला सिरमौर (हि०प्र०)।

**Before Sh. Inder Kumar, Executive Magistrate-cum-Naib Tehsildar,
Majra, District Sirmaur, Himachal Pradesh**

Case No.
28/2025

Date of Institution
11-08-2025

Date of Decision
Pending for 11-09-2025

Smt. Champa Devi d/o Sh. Sada Ram, r/o V.P.O. Kolar, Sub-Tehsil Majra, Distt. Sirmaur
H.P. . .Applicant.

Versus

General Public

. .Respondents.

Application under section 13(3) of Birth and Death Registration Act, 1969.

Smt. Champa Devi daughter of Sh. Sada Ram, r/o V.P.O. Kolar, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that she is born on 21-02-1967 at V.P.O. Kolar, Sub-Tehsil Majra, District Sirmaur (H.P.) but her date of birth

could not be register in the records of Gram Panchayat Kolar, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period.

Hence she prayed for passing necessary orders to the Secretary, Birth & Death Registration, Gram Panchayat Kolar, Sub-Tehsil Majra for entering the same in the birth and death records.

Therefore, by this proclamation the general public is hereby informed that any person having any objection for the registration of delayed date of birth of Champa Devi d/o Sh. Sada Ram & Smt. Suga Devi may submit their objections in writing in this court on or before 11-09-2025 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 11th day of August, 2025.

Seal.

Sd/-
(INDER KUMAR),
Executive Magistrate-cum-(Naib Tehsildar),
Majra, District Sirmaur H.P.

**Before Sh. Inder Kumar, Executive Magistrate-cum-Naib Tehsildar,
Majra, District Sirmaur, Himachal Pradesh**

Case No.	Date of Institution	Date of Decision
29/2025	11-08-2025	Pending for 11-09-2025

Sh. Bir Singh son of Sh. Chhaju Ram, r/o Village Rampur, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .Applicant.

Versus

General Public . .Respondents.

Application under section 13(3) of Birth and Death Registration Act, 1969.

Sh. Bir Singh son of Sh. Chhaju Ram, r/o Village Rampur, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that he is born on 16-02-1968 at Village Rampur, P.O. Dhaulakuan, Sub-Tehsil Majra, District Sirmaur (H.P.) but his date of birth could not be registered in the records of Gram Panchayat Rampur Bharapur, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period.

Hence he prayed for passing necessary orders to the Secretary, Birth & Death Registration, Gram Panchayat Rampur Bharapur, Sub-Tehsil Majra for entering the same in the birth and death records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Bir Singh son of Sh. Chhaju Ram & Smt. Ratno Devi, may submit their objections in writing in this court on or before 11-09-2025 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 11th day of August, 2025.

Seal.

Sd/-

(INDER KUMAR),
Executive Magistrate-cum-Naib Tehsildar,
Majra, District Sirmaur, H.P.

CORRECTION OF NAME

I, Pooja Bhatti w/o Sh. Sunil Kumar, r/o VPO Jawal, Sub-Tehsil Bharwain, Tehsil Amb, District Una (H.P.) declare that the correct name of my daughter is Rakhi Kajla, but her name has been wrongly recorded as Rakhi Kajal in her Aadhar Card. It should be corrected as Rakhi Kajla.

POOJA BHATTI
w/o Sh. Sunil Kumar,
r/o VPO Jawal, Sub-Tehsil Bharwain,
Tehsil Amb, District Una (H.P.).

CHANGE OF NAME

I, Anil Kumar s/o Sh. Charan Dass, r/o Ward No. 5, Village & P.O. Bhagotla, Tehsil Palampur, District Kangra (H.P.)-176059 declare that I have changed my daughter's name from Abhini Bhatt to Avni. Abhini Bhatt and Avni is the same and one woman. All concerned be noted.

ANIL KUMAR
s/o Sh. Charan Dass,
r/o Ward No. 5, Village & P.O. Bhagotla,
Tehsil Palampur, District Kangra (H.P.).

CORRECTION OF NAME

I, Shakuntla Devi w/o Sh. Santey Kumar, r/o Ward No. 5, V.P.O. Garli, Tehsil Pragpur, District Kangra (H.P.) declare that my name in qualification certificates of my daughter Harshika has been wrongly entered as Shankutla. It may be corrected to Shakuntla Devi as per my public documents.

SHAKUNTALA DEVI
w/o Sh. Santey Kumar,
r/o Ward No. 5, V.P.O. Garli,
Tehsil Pragpur, District Kangra (H.P.).

CORRECTION OF NAME

I, Shanti Ram s/o Sh. Prem Singh, r/o Village Pab, P.O. Millah, Tehsil Shillai, District Sirmaur (H.P.) declare that my name has been incorrectly mentioned as Sant Ram in my Aadhar Card bearing No. 3016 7036 4696. The correct name is Shanti Ram. All concerned note.

SHANTI RAM
s/o Sh. Prem Singh,
r/o Village Pab, P.O. Millah,
Tehsil Shillai, District Sirmaur (H.P.).

CORRECTION OF NAME

I, Sita Ram s/o Sh. Man Singh, r/o Village Digwa, P.O. Millah, Tehsil Shillai, District Sirmaur (H.P.) declare that in my son's Aadhar Card (No. 2276 4485 0195), his name has been wrongly entered as Akshay instead of Anshay. The correct name is Anshay. All concerned are hereby informed and requested to take note of this correction.

SITA RAM
s/o Sh. Man Singh,
r/o Village Digwa, P.O. Millah,
Tehsil Shillai, District Sirmaur (H.P.).

CHANGE OF NAME

I, Khatri s/o Sh. Ram Singh, r/o Village Manal, P.O. Kando-Bhatnol, Tehsil Shillai, District Sirmaur (H.P.) do hereby declare that my name has been incorrectly mentioned as Khatar Singh in my Aadhar Card No. 7514 8178 8853. That correct name is Khatri. All concerned note.

KHATRI
s/o Sh. Ram Singh,
r/o Village Manal, P.O. Kando-Bhatnol,
Tehsil Shillai, District Sirmaur (H.P.).

CORRECTION OF NAME

I, Dhameshwar Ram s/o Late Sh. Dila Ram, r/o Village Dhaboi (Narola), P.O. Jaihmat, Tehsil Baldwara, District Mandi (H.P.) declare that my son's name is incorrectly recorded as Shivansh in his Aadhar Card, whereas his correct name is Ayush Kumar. All concerned please note.

DHAMESHWAR RAM
s/o Late Sh. Dila Ram,
r/o Village Dhaboi (Narola), P.O. Jaihmat,
Tehsil Baldwara, District Mandi (H.P.).

वित्त (वेतन परिशोधन) विभाग

अधिसूचना

शिमला-02, 6 सितम्बर, 2025

संख्या: फिन(पी0आर)-बी(7)1/2021-लूज.—हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश विधानसभा सचिवालय (भर्ती और सेवा की शर्तें) नियम, 1974 के नियम 10 के उप-नियम (1) के परंतुक के साथ पठित भारत के संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 187, के खंड (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस विभाग की अधिसूचना संख्या: फिन-(पी0आर)-बी(7)1/2021-लूज, तारीख 3 जनवरी, 2022 द्वारा अधिसूचित हिमाचल प्रदेश सिविल सेवाएँ (संशोधित वेतन) नियम, 2022 का और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थातः—

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश सिविल सेवाएँ (संशोधित वेतन) द्वितीय संशोधन नियम, 2025 है।

(2) ये नियम 3 जनवरी, 2022 से प्रवृत्त हुए समझे जाएंगे।

2. नियम 7(क) का लोप.—(1) हिमाचल प्रदेश सिविल सेवाएँ (संशोधित वेतन) नियम, 2022 के नियम 7 के उप-नियम 7(क) का लोप किया जाएगा और इन्हें तारीख 3 जनवरी, 2022 से लोप किया गया समझा जाएगा।

(2) सरकारी कर्मचारियों का वेतन इस प्रकार पुनः नियत किया जाएगा मानो नियम 7 (क) कभी भी अन्तःस्थापित नहीं किया गया था।

(3) उप-नियम (2) के अधीन पुनः नियति के कारण सरकारी कर्मचारियों को पहले से अभिलक्षित अतिसंदाय की वसूली नहीं की जाएगी।

आदेश द्वारा,

देवेश कुमार,
प्रधान सचिव (वित्त)।

[Authoritative English Text of this Department's Notification No. Fin(PR)B(7)1/2021-loose dated 6th September, 2025 as required under clause (3) of Article 348 of the Constitution of India].

FINANCE (PAY REVISION) DEPARTMENT**NOTIFICATION***Shimla-171002, the 6th September, 2025*

No. Fin(PR)B(7)-1/2021.—In exercise of the powers conferred by proviso to Article 309 and clause (3) of Article 187 of the constitution of India read with proviso to sub-rule (1) of rule 10 of the Himachal Pradesh Vidhan Sabha Secretariat (Recruitment and Conditions of Service) Rules, 1974, the Governor, Himachal Pradesh is pleased to make the following rules, further to amend the Himachal Pradesh Civil Services (Revised Pay) Rules, 2022 notified *vide* this Department's Notification No. Fin(PR)B(7)-1/2021 dated 3rd January, 2022, namely:—

1. Short title and Commencement.—(1) These rules may be called the Himachal Pradesh Civil Services (Revised Pay) Second Amendment Rules, 2025.

(2) They shall be deemed to have come into force on 3rd January 2022.

2. Omission of Rule 7 A.—(1) Rule 7A of the Himachal Pradesh Civil Services (Revised Pay) Rules, 2022 (hereinafter called as said rules) shall be omitted and shall be deemed to have been omitted with effect from 3rd January, 2022.

(2) The pay of the Govt. employees shall be re-fixed as if rule 7A was never inserted in the said rules.

(3) No recovery shall be made of any overpayment detected consequent upon re-fixation of pay under sub-rule(2).

By order,
Sd/-
(DEVESH KUMAR)
Principal Secretary (Finance).

REVENUE DEPARTMENT
(Section-B)

NOTIFICATION

Shimla-2, the 5th September, 2025

No. REV-B-A(03)/28/2024.—The Governor, Himachal Pradesh is pleased to approve that copies of Jamabandi may be provided/obtained through E-District Portal and such copies shall be legally valid for all intent and purposes. The Governor, Himachal Pradesh is further pleased to notify the rates of services charges and usage thereof, for providing/obtaining copies of Jamabandies, as under:—

- (i) The service charges of issuing copies of updated Jamabandi through E-District Portal will be applicable @ Rs.50/- per application (including GST if applicable) and one application will be restricted to one Khata only.
- (ii) The Service charges of copies of Jamabandi obtained directly from Lok Mitra Kendra (LMK) are enhanced from Rs. 10/- per page to Rs. 20/- per page out of which Rs.10/- per page will be credited to the dedicated account of Director, Land Records.
- (iii) The Service charges collected for the service of supply of copies of Jamabandi will be used by the Department of Land Records for strengthening the IT infrastructure at

Patwar Khana, Kanungo Office, Tehsil Office or any other related work as approved by the Government. The DLR will sanction/utilize the funds with the prior approval of the Secretary (Revenue).

This notification shall be applicable with immediate effect.

By order,

KAMLESH KUMAR PANT,
Addl. Chief Secretary (Revenue).