



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शुक्रवार, 21 मार्च, 2025 / 30 फाल्गुन, 1946

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 002, the 13th January, 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 awards of

the following cases announced by the **Presiding Judge, Industrial Tribunal-cum-Labour Court, Shimla**, 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. 179/2018	Sh. Santosh Kumar	ACME Generics	05.09.2024
2.	Ref. 303/2020	Sh. Shashi Kant	M/s Mags Garments (P) Ltd.	06.09.2024
3.	Ref. 304/2020	Sh. Suneel Kumar	M/s Mags Garments (P) Ltd.	06.09.2024
4.	Ref.146/2022	Smt. Dhania Devi	Director & Principal Gurukul International School, Solan.	07.09.2024
5.	Ref. 110/2023	Sh. Sanjay Kumar	M/s Hetero Labs Ltd.	09.09.2024
6.	Ref. 114/2018	Smt. Sarla Sharma	M/s Real Care Science	10.09.2024
7.	Ref. 120/2016	Dhananjay Sharma	M/s Amar Ujala Publication Ltd.	10.09.2024
8.	Ref. 50/2024	Sh. Tej Pal	M/s Huhtamaki India Ltd.	14.09.2024
9.	Ref. 128/2022	Sun Pharma Karamchari Singh	M/s Sun Pharmaceutical Industries	14.09.2024
10.	Ref. 50/2023	Sun Pharma Karamchari Singh	M/s Sun Pharmaceutical Industries	14.09.2024
11.	Ref.116/2020	Sh. Rakesh Kumar	M/s Sun Pharmaceutical Industries	14.09.2024
12.	Ref. 297/2020	Sh. Dinanath Thakur	M/s Patel Engineering Ltd.	14.09.2024
13.	Ref. 255/2020	Smt. Divya	GVK EMRI, Dharampur	14.09.2024
14.	App. 20/2022	Sh.Mohan Lal	M/s Beta Drugs	14.09.2024
15.	Ref. 08/2023	Sh. Hira Singh	M/s Srijan Bhog Co. (P) Ltd.	14.09.2024
16.	Ref. 11/2023	Sh. Ashish Kumar	M/s Srijan Bhog Co. (P) Ltd.	14.09.2024
17.	Ref. 09/2023	Sh. Bhumi Chand	M/s Srijan Bhog Co. (P) Ltd.	14.09.2024
18.	Ref.147/2019	Sh. Vishal Garg	M/s Pearl Polymers Ltd.	19.09.2024
19.	Ref.147/2018	Sh. Rajinder Kumar	Principal Convent Jesus & Merry	20.09.2024
20.	Ref. 36/2022	Sh. Sanjay Kumar	M/s Biological E Pharmaceuticals	23.09.2024
21.	Ref. 82/2023	Sh. Sant Ram	M/s Shri Sai Balaji Pharmatech Ltd.	24.09.2024
22.	Ref. 33/2020	Sh. Narender Kumar	Registrar, MMU, Solan	24.09.2024
23.	Ref. 133/2019	Sh. Uma Shankar	M/s Acme Generics LLP, Solan	30.09.2024

By order,

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

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

Reference No : 179 of 2018

Instituted on : 01.11.2018

Decided on : 05.09.2024

Santosh Kumar, s/o Sh. Mahinder Singh, r/o Village Kasla, P.O. Galot, Tehsil Nalagarh,
District Solan, H.P. . . . *Petitioner.*

Versus

The Managing Director, M/s Acme Generics LLP, Village Davni, P.O. Gurmajra, Tehsil
Nalagarh, District Solan, H.P. . . . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri J.C. Bhardwaj, AR

For the respondent : Shri J.S. Rana, Adv.

AWARD

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

“Whether termination of the services of Sh. Santosh Kumar, s/o Sh. Mahinder Singh, r/o Village Kasla, P.O. Galot, Tehsil Nalagarh, District Solan, H.P. by the Managing Director, M/s Acme Generics LLP, Village Davni, P.O. Gurmajra, Tehsil Nalagarh, District Solan, H.P. w.e.f. 13.12.2017, without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, seniority, back wages, and compensation the aggrieved workman is entitled to from the above employer/ management?”

2. The case of the petitioner as emerges from the statement of claim is that the petitioner/workmen was engaged as packing helper with the respondent company during the month of March, 2016 and he performed his duty with sincerity and honesty and worked as such till 08.12.2017 continuously, when his services were orally terminated by the respondent. The petitioner was illegally restrained from attending his duty without any cogent reason. The last drawn salary of the petitioner was Rs. 8,550/- per month. Petitioner has claimed that his services were terminated without any valid notice or due compensation as such his termination is against the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). The conduct of the petitioner was quite satisfactory. No inquiry was ever held in accordance with law nor any opportunity of being heard was ever afforded to the petitioner before terminating his services illegally. The petitioner has also claimed that the respondent has retained junior employees and thus violated the provisions of Section 25-G of the Act. Petitioner has completed 240 days in each calendar year and also in preceding twelve calendar months prior to his illegal termination. Petitioner has claimed that his termination be declared illegal, unjustified and has prayed for reinstatement with full back wages, seniority and other consequential services benefits throughout with costs.

3. Notice of this claim petition was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply. Though it was not disputed by the respondent that the petitioner was engaged in the month of March, 2016, but it was claimed that petitioner has himself left the job. It was further claimed that since the petitioner has left the job himself, the question of terminating his services does not arise. It was also averred that the petitioner worked against the company policy and instigated the other co-workers to oppose the company policies for which he was warned several times. It was averred that the junior workmen have been retained by the respondent company through a proper procedure. It was reiterated that the petitioner has left the job himself and respondent prayed for the dismissal of the claim.

4. Petitioner filed rejoinder in which he denied the preliminary objections and reiterated the averments as made in the statement of claim.

5. On the pleadings, this Court formulated the following issues on 25.02.2022.

1. Whether the termination of the services of petitioner by the respondent *w.e.f.* 13.12.2017, without complying with the provisions of the Industrial Disputes Act, is illegal and unjustified, as alleged? . . . *OPP.*
2. If issue no. 1 is proved in affirmative, then what relief of service benefits, the petitioner is entitled? . . . *OPP.*
3. 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. AR for the petitioner and Ld. Counsel 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 : Yes.

Issue No. 2 : Entitled to re-Instatement with seniority, continuity with full back-wages.

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.

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

11. Coming to evidence led by the petitioner, petitioner 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 stated that he is unemployed since the date of his illegal termination and he has not been employed anywhere till now.

12. During cross-examination, he stated that he was working with Priti Kitchen Appliance prior to his joining with the respondent company. He denied that his services were terminated by Priti Kitchen Appliance on account of his conduct and behavior. He denied that show cause notice dated 26.08.2017 was issued to him and deposed that he worked with respondent company from 01.03.2016 to 13.02.2017 (appears to be wrongly typed instead of 13.12.2017). He denied that he had not completed 240 days in a calendar year. He admitted that as per joining letter he was engaged on probation for six months. He denied that his services were not confirmed by the company. He also denied that he himself had abandoned his job. He further denied that he had demanded huge compensation from the company. He denied that the respondent company had not terminated his services.

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

14. In rebuttal, the respondent has examined Sh. Anil Kumar Sharma, as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply. He also placed on record letter dated 26.08.2017 as Mark RX-1.

15. During cross-examination, he denied that no notice was issued to the petitioner and further denied that letter dated 26.08.2017 was not received by the petitioner. He deposed that he was told by Kamal Jasola that the petitioner used to instigate other co-worker not to work. He deposed that petitioner was asked verbally to mend his ways. He admitted that no enquiry or show cause notice was issued to the petitioner. He admitted that the services of the petitioner were dispensed *vide* letter dated 09.12.2017 Ex. PX. He denied that the retrenchment compensation has not been paid to the petitioner.

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

17. The case put up by the petitioner is that he was working with the respondent since, March 2016 and his services were terminated in the year 2017. Petitioner has stated that he had completed 240 days in each calendar year and also in preceding twelve months from the date of his illegal termination which fact has also been disputed by the respondent. However, the respondent has not come with any record or attendance register to show that the petitioner had not completed 240 days in preceding twelve calendar months to his termination. The respondent though has taken the plea that the petitioner had abandoned the job himself but except for the bald statement of RW-1 there is nothing on record to establish that the petitioner had abandoned the job at his own.

18. Moreover, it is well known that abandonment has to be proved by the employer like any other fact. Therefore, the burden of proving 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.

19. Mere statement of Shri Anil Kumar Sharma (RW1), alleging that the workman has abandoned the job himself is entirely insufficient to discharge the said onus. 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 to be conducted 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. Thus, the plea of abandonment put forth by the respondents/employers is not established. RW-1 has stated during corss-examianation that services of petitioner were dispensed *vide* letter dated 9.12.2017 *vide* Ex. PX which also falsify the claim of the respondent that the petitioner had abandoned his job himself.

20. The petitioner has claimed that he worked continuously as such till 08.12.2017, but the respondent has terminated the services of the petitioner orally. Before, terminating the services of the petitioner, 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 she/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.

22. No notice or domestic inquiry was conducted by the respondent about alleged allegation of instigating the other employees not to work. Rather, it was admitted by the RW-1 that services of the petitioner were terminated *vide* letter EX. PX. However, letter EX. PX neither mention that it is notice of one month nor any compensation under this letter has been paid to the petitioner. Services of the petitioner have been dispensed with without holding any inquiry, without seeking his explanation, without issuing him any notice as required under the Industrial Disputes Act and without payments of retrenchment compensation as such the termination of the petitioner from the services is held to be illegal and against the mandatory provisions of the Act.

23. 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".*

24. The petitioner though has claimed that his juniors have been retained by the respondent but no names of such junior or any list thereof nor any evidence to establish on record

that juniors have been retained by the respondent in violation of the provisions of Sections 25-G of the Act has been led so the violation of Section 25-G has not been established on record.

25. 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 as well as in his evidence as PW-1 has deposed that since the date of his 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. Prabhankant Shukla (2010) 2 SCC 70**.

26. In the case in hand the statement of the petitioner goes un rebutted. 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.”

27. In view of the above judgments, since the petitioner has averred in the statement of claim and also deposed on oath by way of evidence as PW-1 that he was not gainfully employed after his termination which evidence has not been rebutted by the respondent, petitioner is also entitled for full back-wages. Thus, both these issues are answered in affirmative.

Relief

28. In view of my aforesaid discussion, the claim filed by the petitioner succeeds and is hereby allowed. The respondent company is directed to re-engage the petitioner in service from 13.12.2017 with seniority and continuity along-with full back-wages. The payment of back-wages shall be payable within a period of two months from the date of announcement of this award failing which the same shall carry interest @ 9% per annum. The reference is answered in the aforesaid terms.

29. 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 5th day of September, 2024.

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

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

Reference No : 303 of 2020

Instituted on : 11.11.2020

Decided on : 06.09.2024

Shashi Kant s/o Shri Naresh Kumar r/o Ward No. 4, Nalagarh, Tehsil Nalagarh District Solan, H.P. . . *Petitioner.*

Versus

The Factory Manager, M/s Mags Garments Pvt. Ltd. Village Museqal (Chonkiwala) Nalagarh, Tehsil Nalagarh, District Solan, H.P. . . *Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Rakesh Thakur, Advocate

For the respondent : Shri Rajeev Sharma, Advocate

AWARD

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

“Whether termination of services of Shri Shashi Kant S/o Shri Naresh Kumar r/o Ward No.4, Nalagarh, Tehsil Nalagarh District Solan, HP by the Factory Manager, M/s Mags Garments Pvt. Ltd. Village Museqal (Chonkiwala) Nalagarh, Tehsil Nalagarh, District Solan, HP w.e.f. 06.06.2020 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 workman was initially appointed in Laser Shaving Products (P) Ltd., Ramshehar, Tehsil Nalagarh, District Solan which is owned by and is a sister concern of respondent. Respondent due to reason best

known to respondent closed the said unit. The petitioner was appointed as Shift Incharge with the respondent *w.e.f.* 01.04.2017. Petitioner was unemployed and to run his family, he was compelled to enter into an agreement dated 01.4.2017 with the respondent. Though, petitioner worked upto the satisfaction of his superiors without any complaint, but to his utter surprise, he received letter from the respondent on 9.7.2020 stating therein that his services have been terminated, which is against the mandatory provisions of Sections 25-F and 25-G of the Industrial Disputes, Act, 1947 (hereinafter to be referred as the Act). The reason assigned for termination of the services of the petitioner was lockdown due to Covid-19 whereas juniors of the petitioner were retained by the respondent. The last drawn salary of the petitioner was ₹ 18,450/-. The petitioner was working as a Shift Incharge and was not exercising any supervisory powers as such he falls under the definition of “workman” under the Act. Petitioner raised an industrial dispute but no settlement could be effected. Petitioner prayed that he be reinstated in service with back-wages, seniority, past service benefits and compensation from the date of his removal along-with interest @ 18%.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply, in which preliminary objections of maintainability as the petitioner was not working with the respondent as a worker so the provisions of the Act are not attracted in the present case as the petitioner was working as shift incharge and the duties assigned to the petitioner were purely supervisory in nature and he was drawing salary to the tune of Rs. 21,200/- per month, petitioner has not come to the Court with clean hands, reference is not legal as the same has not been referred by the competent authority. On merits, it was denied that the respondent was a sister concern of M/s Laser Shaving Products (P) Ltd., having its factory at Ramshehar Road Nalagarh, District Solan, HP. The petitioner was engaged by the respondent on fixed terms basis *vide* agreement dated 01.04.2017. Respondent is an independent company with separate legal entity, having no relation with the said company as alleged by the petitioner. Respondent has closed down the industrial unit of M/s Mags Garments (P) Ltd., at Village Musewal (Chonkiwal) Tehsil Nalagarh, District Solan and handed over the vacant possession of the building to its owner *w.e.f.* 31.1.2022. Though, it was admitted that the petitioner worked with the respondent from 01.04.2017 to 06.06.2020, however, it was denied that his services were illegally terminated. Respondent claimed that the petitioner was a fixed term employee as per agreement dated 01.04.2017 and his services were terminated after giving him one month’s notice and after making payment of full & final financial dues amounting to ₹ 58,445/-. Petitioner has not approached the Court with clean hand and has suppressed with material facts from the Court. It is claimed that the petitioner has made a false claim and prayed for the dismissal of the claim.

4. No rejoinder was filed.

5. On the pleadings, this Court formulated the following issues on 23.06.2022.

1. Whether the termination of services of petitioner by the respondent *w.e.f.* 06.06.2020, without complying the provisions of the Industrial Disputes Act, is illegal and unjustified? If yes, to what relief the petitioner is entitled to? . . . *OPP*.
2. Whether the petition is not maintainable in the present form? . . . *OPR*.
3. 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 parties and have 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 : 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

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 his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition.

11. During cross-examination he admitted that he was engaged through agreement from 01.04.2017 to 06.06.2020 but claimed that the terms and conditions of the agreement were not explained to him. He also admitted that a sum of ₹ 58,445/- was paid to him towards his full & final dues which has been utilized by him. He denied that Laser Shaving Products is not sister concern of the respondent and further deposed that he does not know the meaning of sister concern. He admitted that the respondent factory has closed down and it has vacated the premises. He also admitted that he was paid salary by the respondent management.

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

13. In rebuttal, the respondent has examined Shri Shamsher Singh, 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 tendered in evidence offer letter of employment dated 26.2.2017 as Ex. RW-1/B, agreement as Ex. RW-1/C, termination letter as Ex. RW-1/D, certificate of service as Ex. RW-1/E, full and final payment detail as Ex. RW-1/F, letter to police as Ex. RW-1/G and reply to labour inspector as Ex. RW-1/H.

14. During cross-examination, he admitted that the respondent company was manufacturing readymade cloths and later on they also entered into the business of manufacturing razor blades. He denied that the respondent company was a sister concern of the company of laser shaving products Pvt. Ltd. He admitted that the petitioner was working as Shift Incharge with the respondent. He denied that the respondent had only engaging skilled workers. He also denied that the petitioner was working in laser shaving products Pvt. Ltd., prior to joining the respondent. He deposed that they entered into an agreement with the workers who were kept on fix term employment. He admitted that this agreement expired on 31.3.2020 and termination letter was issued to the petitioner on 09.07.2020. He denied that the petitioner was getting the salary of ₹ 20,000/-. He denied that the petitioner was not doing supervisory work. He also denied that the services of the petitioner have been terminated illegally. He denied that the police report made against the petitioner was concocted and manipulating. He also denied that the full and final payment has not been made to the petitioner.

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

16. So far as the case of the petitioner is concerned, it is an admitted fact that the petitioner was engaged by the respondent *vide* agreement Ex. RW-1/C. As per the terms of this agreement, the same was valid for a period of three years *w.e.f.* 01.04.2017 and had expired on 31.03.2020. There is only a bald statement of the petitioner that the terms of this agreement were not explained to him. Petitioner never raised any objection while he was working with the respondent *w.e.f.* 01.04.2017 till the agreement ended on 31.03.2020 that the terms of agreement were not explained to him nor made any complaint in this regard with any authority. It is admitted fact that notice Ex. RW-1/D was issued to the petitioner *vide* which the petitioner was informed by the respondent that due to Covid-19 the respondent was not in a position to run the factory and his services had come to an end as per the terms of agreement Ex. RW-1/C and a sum of ₹ 58,445/- was deposited in the account of the petitioner through cheque no. 004094 on 09.7.2020. It is also mentioned that one month's salary in lieu of notice had also been paid to the petitioner. The petitioner has not disputed this fact that he has received a sum of Rs. 58,445/- and has utilized the same. It is not the case of the petitioner that after the termination of the contract, he had worked with the respondent for 240 days.

17. Since the petitioner was appointed on contract basis his termination after expiry of the contract cannot be held to be illegal retrenchment from the service. Even, assuming that he had worked for 240 days continuously *w.e.f.* 1.4.2017, that would also not entitle him to claim that he was in regular service, as number of days does not apply to those workmen whose services are purely engaged on contractual basis, hence, the compliance of Section 25-F of the Act was not necessary. It would be beneficial to go through the provisions of Section 2-(oo) (bb) of the Act, which are as under:

"[(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a).....

(b).....

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c)....."

18. Perusal of these provisions of Section 2(oo), makes it clear that the termination as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry cannot be considered as a retrenchment of a workman by the employer. In this case also the contract of employment came to an end and respondent cannot be directed to re-engage the petitioner.

19. The petitioner though has claimed that his contract of employment came to an end on 31.3.2020 whereas the notice had been issued on 09.7.2020, but as per the reference, the services of the petitioner are stated to be terminated *w.e.f.* 06.06.2020. Petitioner has not made a single averment that actually he had worked with the respondent till 09.7.2020. Moreover, the notice dated 9.7.2020 sent to the petitioner was with regard to the payment of his dues and one month's salary was also paid to him in lieu of notice period. After the agreement Ex. RW-1/C was terminated, thereafter the petitioner had only worked for one month as per the terms of the reference. There is no evidence that the petitioner thereafter had completed 240 working days with

the respondent. Apart from this, it is admitted by the petitioner that his full & final dues have already been paid to him which he has already utilized. This fact has also not been disputed by the petitioner that the respondent has closed down its business and has vacated the rented premises wherefrom the respondent was running its business. Though, the petitioner has claimed that Laser Shaving Products (P) Ltd., Ramshehar, Tehsil Nalagarh District Solan is also owned by the respondent and is sister concern of the respondent, but apart from bald statement of the petitioner there is nothing on record, not even a single document to establish that M/s Laser Shaving Products (P) Ltd., Ramshehar, Tehsil Nalagarh District Solan is a sister concern of the respondent and is owned by the respondent.

20. At this stage, it would be appropriate to refer to Section 25-FFA which reads as under:

“Sixty days’ notice to be given of intention to close down any undertaking—(1) An employer who intends to close down an undertaking shall serve, at least sixty days before the date on which the intends closure is to become effective, a notice, in the prescribed manner, on the appropriate Government stating clearly the reasons for the intended closure of the undertaking:

Provided that nothing in this section shall apply to—

(a) an undertaking in which-

(i) less than fifty workmen are employed, or

(ii) less than fifty workmen were employed on an average per working day in the preceding twelve months,

(b) an undertaking set up for the construction of buildings, bridges, roads, canals, dams or for other construction work or project.

(2).....

21. Coming to the case in hand, since it is evident from Ex. RW-1/G that only several workers were working with the respondent the provisions of Section 2FFA were not required to be complied with by the respondent. One month’s salary in lieu of the notice has been paid to the petitioner which fact has not been disputed by the petitioner even, during the cross-examination of RW-1. Since, the services of the petitioner were purely on contractual basis even then due compensation at the time of ending the services of the petitioner has been paid to him as such it cannot be held that there was any violation of Sections 25-F. Though the petitioner has also alleged violation of Section 25-G of the Act but he has not bothered to state on oath that who are the juniors who are still working with the respondent. In the absence of any such evidence no violation of Section 25-G is made out.

22. Keeping in of the above facts and circumstances of the case, the petitioner is not entitled to relief’s as have been claimed by him through this reference, hence the issue in question is answered in negative

Issue No.2

23. So far as issue No. 2 is concerned, the respondent has not led any evidence to establish on record that as to how the present claim petition is not maintainable. I find nothing wrong with this petition which is perfectly maintainable in the present form. The issue in question is answered in negative.

Relief

24. In view of my findings on issues no.1 & 2, above, the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed. 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 6th Day of September, 2024.

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

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

Reference No : 304 of 2020

Instituted on : 11.11.2020

Decided on : 06.09.2024

Suneel Kumar s/o Shri Gohlo Ram R/o Village Bharuri, PO Sherpur, Tehsil Dalhousie,
District Chamba, H.P. . . . *Petitioner.*

Versus

The Factory Manager, M/s Mags Garments Pvt. Ltd. Village Museqal (Chonkiwala)
Nalagarh, Tehsil Nalagarh, District Solan, H.P. . . . *Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Rakesh Thakur, Advocate

For the respondent : Shri Rajeev Sharma, Advocate

AWARD

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

“Whether termination of services of Shri Suneel Kumar s/o Shri Gohlo Ram r/o Village Bharuri, P.O. Sherpur, Tehsil Dalhousie, District Chamba, HP by the Factory Manager, M/s Mags Garments Pvt. Ltd. Village Museqal (Chonkiwala) Nalagarh, Tehsil Nalagarh, District Solan, H.P. w.e.f. 15.05.2020 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 workman was initially appointed in Laser Shaving Products (P) Ltd., Ramshehar, Tehsil Nalagarh, District Solan which is owned by and is a sister concern of respondent. Respondent due to reason best known to respondent closed the said unit. The petitioner was appointed as Technician with the respondent *w.e.f.* 01.04.2017. Petitioner was unemployed and to run his family, he was compelled to enter into an agreement dated 01.4.2017 with the respondent. Though, petitioner worked upto the satisfaction of his superiors without any complaint, but to his utter surprise, he received letter from the respondent on 9.7.2020 stating therein that his services have been terminated, which is against the mandatory provisions of Sections 25-F and 25-G of the Industrial Disputes, Act, 1947 (hereinafter to be referred as the Act). The reason assigned for termination of the services of the petitioner was lockdown due to Covid-19 whereas juniors of the petitioner were retained by the respondent. The last drawn salary of the petitioner was ₹ 18,450/-. The petitioner was working as a Technician and was not exercising any supervisory powers as such he falls under the definition of "workman" under the Act. Petitioner raised an industrial dispute but no settlement could be effected. Petitioner prayed that he be reinstated in service with back-wages, seniority, past service benefits and compensation from the date of his removal along-with interest @ 18%.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply, in which preliminary objections of maintainability, petitioner has not come to the Court with clean hands, reference is not legal as the same has not been referred by the competent authority. On merits, it was denied that the respondent was a sister concern of M/s Laser Shaving Products (P) Ltd., having its factory at Ramshehar Road Nalagarh, District Solan, H.P. The petitioner was engaged by the respondent on fixed terms basis *vide* agreement dated 01.04.2017. Respondent is an independent company with separate legal entity, having no relation with the said company as alleged by the petitioner. Respondent has closed down the industrial unit of M/s Mags Garments (P) Ltd., at Village Musewal (Chonkiwal) Tehsil Nalagarh, District Solan and handed over the vacant possession of the building to its owner *w.e.f.* 31.1.2022. Though, it was admitted that the petitioner worked with the respondent from 01.04.2017 to 15.05.2020, however, it was denied that his services were illegally terminated. Respondent claimed that the petitioner was a fixed term employee as per agreement dated 01.04.2017 and his services were terminated after giving him one month's notice and after making payment of full & final financial dues amounting to ₹ 75,765/-. Petitioner has not approached the Court with clean hand and has suppressed with material facts from the Court. It is claimed that the petitioner has made a false claim and prayed for the dismissal of the claim.

4. No rejoinder was filed.

5. On the pleadings, this Court formulated the following issues on 23.06.2022.

1. Whether the termination of services of petitioner by the respondent *w.e.f.* 15.5.2020, without complying the provisions of the Industrial Disputes Act, is illegal and unjustified? If yes, to what relief the petitioner is entitled to? . . . *OPP.*
2. Whether the petition is not maintainable in the present form? . . . *OPR.*
3. 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 parties and have 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 : 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

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 his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition.

11. During cross-examination he admitted that he was engaged through agreement from 01.04.2017 to 15.06.2020 but claimed that the terms and conditions of the agreement were not explained to him. He also admitted that a sum of ₹ 75,765/- was paid to him towards his full & final dues which has been utilized by him. He denied that Laser Shaving Products is not sister concern of the respondent and further deposed that he does not know the meaning of sister concern. He admitted that the respondent factory has closed down and it has vacated the premises. He also admitted that he was paid salary by the respondent management.

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

13. In rebuttal, the respondent has examined Shri Shamsher Singh, 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 tendered in evidence offer letter of employment dated 28.2.2017 as Ex. RW-1/B, agreement as Ex. RW-1/C, termination letter as Ex. RW-1/D, certificate of service as Ex. RW-1/E, full and final payment detail as Ex. RW-1/F, letter to police as Ex. RW-1/G and reply to labour inspector as Ex. RW-1/H.

14. During cross-examination, he admitted that the respondent company was manufacturing readymade cloths and later on they also entered into the business of manufacturing razor blades. He denied that the respondent company was a sister concern of the company of laser shaving products Pvt. Ltd. He admitted that the petitioner was working as PPC incharge/technician with the respondent. He denied that the respondent had only engaging skilled workers. He also denied that the petitioner was working in laser shaving products Pvt. Ltd., prior to joining the respondent. He deposed that they entered into an agreement with the workers who were kept on fix term employment. He admitted that this agreement expired on 31.3.2020 and termination letter was issued to the petitioner on 09.07.2020. He denied that the petitioner was getting the salary of ₹ 20,000/-. He also denied that the services of the petitioner have been terminated illegally. He denied that the police report made against the petitioner was concocted and manipulating. He also denied that the full and final payment has not been made to the petitioner.

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

16. So far as the case of the petitioner is concerned, it is an admitted fact that the petitioner was engaged by the respondent *vide* agreement Ex. RW-1/C. As per the terms of this agreement, the same was valid for a period of three years *w.e.f.* 01.04.2017 and had expired on 31.03.2020. There is only a bald statement of the petitioner that the terms of this agreement were not explained to him. Petitioner never raised any objection while he was working with the respondent *w.e.f.* 01.04.2017 till the agreement ended on 31.03.2020 that the terms of agreement were not explained to him nor made any complaint in this regard with any authority. It is admitted fact that notice Ex. RW-1/D was issued to the petitioner *vide* which the petitioner was informed by the respondent that due to Covid-19 the respondent was not in a position to run the factory and his services had come to an end as per the terms of agreement Ex. RW-1/C and a sum of ₹ 75,765/- was deposited in the account of the petitioner through cheque no. 004097 on 09.7.2020. It is also mentioned that one month's salary in lieu of notice had also been paid to the petitioner. The petitioner has not disputed this fact that he has received a sum of Rs. 75,765/- and has utilized the same. It is not the case of the petitioner that after the termination of the contract, he had worked with the respondent for 240 days. Since, the petitioner was appointed on contract/agreement basis, his termination after the expiry of the agreement cannot be held to be illegal termination.

17. Since the petitioner was appointed on contract basis his termination after expiry of the contract cannot be held to be illegal retrenchment from the service. Even, assuming that he had worked for 240 days continuously that would also not entitle him to claim that he was in regular service, as number of days does not apply to those workmen whose services are purely engaged on contractual basis, hence, the compliance of Section 25-F of the Act was not necessary. It would be beneficial to go through the provisions of Section 2-(oo) (bb) of the Act, which are as under:

“[(oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a).....

(b).....

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c).....”

18. Perusal of these provisions of Section 2(oo), makes it clear that the termination as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry cannot be considered as a retrenchment of a workman by the employer. In this case also the contract of employment came to an end and respondent cannot be directed to re-engage the petitioner.

19. The petitioner though has claimed that his contract of employment came to an end on 31.3.2020 whereas the notice had been issued on 09.7.2020, but as per the reference, the services of the petitioner are stated to be terminated *w.e.f.* 05.05.2020. Petitioner has not made a single averment that actually he had worked with the respondent till 09.7.2020. Moreover, the notice dated 9.7.2020 sent to the petitioner was with regard to the payment of his dues and one month's salary was also paid to him in lieu of notice period. After the agreement Ex. RW-1/C was

terminated, thereafter the petitioner had only worked for one month as per the terms of the reference. There is no evidence that the petitioner thereafter had completed 240 working days with the respondent. Apart from this, it is admitted by the petitioner that his full & final dues have already been paid to him which he has already utilized. This fact has also not been disputed by the petitioner that the respondent has closed down its business and has vacated the rented premises wherefrom the respondent was running its business. Though, the petitioner has claimed that Laser Shaving Products (P) Ltd., Ramshehar, Tehsil Nalagarh District Solan is also owned by the respondent and is sister concern of the respondent, but apart from bald statement of the petitioner there is nothing on record, not even a single document to establish that M/s Laser Shaving Products (P) Ltd., Ramshehar, Tehsil Nalagarh District Solan is a sister concern of the respondent and is owned by the respondent. In case titled as **Nilajkar and others Vs. Telecom Distt. Manager, Karnataka, 2003 LLR 470**, it has been held by the Hon'ble Supreme Court that the closure of project or scheme by the State Government would be covered by closing down of undertaking within the meaning of Section 25-FFF. The workman would therefore be entitled to notice and compensation as provided under Section 25-F of the Act. Therefore, the right of employer to closing down undertaking for any reason whatsoever cannot be questioned.

20. Coming to the case in hand, one month's salary in lieu of the notice has been paid to the petitioner which fact has not been disputed by the petitioner even, during the cross-examination of RW-1. Having regard to the law laid down by the Hon'ble Supreme Court (*supra*), the due compensation has been paid to the petitioner as such the petitioner cannot question the closure of undertaking by the respondent. Since, the services of the petitioner were purely on contractual basis even then due compensation at the time of ending the services of the petitioner has been paid to him as such it cannot be held that there was any violation of Sections 25-F. Though the petitioner has also alleged violation of Section 25-G of the Act but he has not bothered to state on oath that who are the juniors who are still working with the respondent. In the absence of any such evidence no violation of Section 25-G is made out.

21. Keeping in of the above facts and circumstances of the case, the petitioner is not entitled to relief's as have been claimed by him through this reference, hence the issue in question is answered in negative.

Issue No.2

22. So far as issue No.2 is concerned, the respondent has not led any evidence to establish on record that as to how the present claim petition is not maintainable. I find nothing wrong with this petition which is perfectly maintainable in the present form. The issue in question is answered in negative.

Relief

22. In view of my findings on issues no.1 & 2, above, the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed. 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 6th Day of September, 2024.

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,
CAMP AT SOLAN**

Reference No : 146 of 2022

Instituted on : 14.03.2022

Decided on : 07.09.2024

Dhania Devi W/o Shri Dharmender Kujjur R/o Ganga Niwas Kothi ANear Patrol Pump,
Solan, H.P. . . *Petitioner.*

Versus

The Director and Principal, Gurukul International Senior Secondary School, Kather Bye
Pass, Solan, H.P. . . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri Naresh Mehta, Advocate

For the respondent : Shri Alok Bhardwaj, Advocate

AWARD

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

“Whether the termination of the services of Smt. Dhania Devi w/o Shri Dharmender Kujjur r/o Ganga Niwas Kothi ANear Patrol Pump, Solan, H.P. by the Director and Principal, Gurukul International Senior Secondary School, Kather Bye Pass, Solan, H.P. during March 2021 without complying with the provisions of Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what relief including reinstatement, seniority, amount of back-wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management/employer?”

2. The facts which emerges from the statement of claim are that the petitioner/workman was engaged as service carrier peon/Nanny by the respondent School since December, 2006, but her date of joining has been mentioned as 15.01.2007 in her identity card issued by the respondent school. After one year, the services of the petitioner were regularized and she continued to work as a regular employee with the respondent on the post of Nanny. She performed her duties with sincerity, honesty and there was no complaint against the petitioner. Petitioner continued with the said job till her illegal termination from service. The services of the petitioner were terminated by the respondent School in the month of March, 2021. On account of ailment of the petitioner and her other family circumstances, the petitioner remained on leave. The respondent/principal of the School issued false and baseless letters dated 15.2.2021, 22.02.2021 and 01.03.2021 to the petitioner just to harass and humiliate her in one way or the other, with the sole motive and intention to oust the petitioner from the job. These notices were duly replied by the petitioner and entire position was explained, but despite that the petitioner has not been allowed to join her duties. Respondent/Principal instructed the security guard not to allow the petitioner to enter the

School premises to discharge her duties. The petitioner has alleged that her services have been illegally terminated by the respondent since March, 2021 without following the due procedure and in utter violation of the mandatory provisions of the Industrial Disputes Act, 1947 (**hereinafter to be referred as the Act**). Petitioner has claimed that she was drawing salary of ₹ 7468/- per month and wages of the petitioner for the months of February and March 2021 were not paid to her. Petitioner has also alleged that retrenchment compensation, gratuity, bonus, EPF and other benefits were also not given to her by the respondent school. Petitioner has further alleged that she has worked for more than 240 days in each calendar year and also in preceding twelve months prior to her illegal termination. Petitioner has prayed that her services be reinstated with full back-wages, seniority and other consequential service benefits.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply wherein preliminary objections of maintainability, petitioner is estopped from filing the present petition due to her own acts, deeds, conduct and acquiescence as she was in a habit of refusing to do the assigned work, abandonment, and the petition is not competent and maintainable have been taken. On merits, it was disputed that the petitioner was performing her duties with sincerity and honesty. It was claimed that the petitioner filed application dated 12.02.2021, but the respondent management rejected the same on the ground of non-assigning any reason in the application. Petitioner is habitual to stay on leave. She used to make false and frivolous applications for leave and use to remain absent from the duties. Respondent issued several letters to petitioner to join her duties, but she did not join her duties. It was denied that the services of the petitioner were terminated by the respondent school *w.e.f.* March, 2021 arbitrarily without affording any opportunity of being heard. It was claimed that the petitioner has abandoned the job at her own. Respondent prayed for the dismissal of the claim petition.

4. No rejoinder was filed.

5. On the pleadings, this Court formulated the following issues on 07.01.2023.

1. Whether the termination of the services of the petitioner by the respondent on March, 2021 without complying with the provisions of the Industrial Disputes Act 1947 is illegal and unjustified? If yes, what relief the petitioner is entitled to?

.. OPP.

2. Whether the claim petition filed by the petitioner is neither competent nor maintainable in the present form, as alleged?

.. OPR.

3. 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 with care.

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

Issue No. 1 : Yes. Entitled to reinstatement with seniority and continuity and with full back-wages.

Issue No. 2 : No

Relief : Reference is 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.
11. During cross-examination, she deposed that she was working as Nanny with the School. She denied she used to remain absent from her duty. She admitted her signatures on application dated 12.02.2021. She denied that her leave application was rejected. She also denied that letters dated 15.2.2021, 22.2.2021 and 1.3.2021 were issued by the management. She denied that she had abandoned the job.
12. Shri Hem Raj was examined by the petitioner as PW-2, who led his evidence by way of affidavit Ex. PW-2/A, wherein he deposed that he had worked as security guard with respondent school from 2019 to August 2022 and he knows the petitioner who worked as a peon/nanny with the respondent till March, 2021. He further deposed that on account of ailment and other family circumstances, the petitioner had to remain on leave in Feb., 2021 and when the petitioner came to join her duties on 1.3.2021, she was not allowed to join her duties by the respondent/principal of the school. The respondent had issued a false and baseless notice to petitioner and had instructed him not to allow the petitioner to enter the school premises to discharge her duties. He also deposed that the services of the petitioner have been terminated illegally.
13. During cross-examination, he deposed that he has not produced any document regarding his appointment. He admitted that he used to discharge his duties at school gate and has no personal enmity with the school management. He stated that he had left the job at his own and no dispute was raised by him.
14. This is the entire evidence led by the petitioner.
15. In order to rebut the evidence of the petitioner, respondent examined Shri Luckhvinder Arora, 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.
16. During cross-examination, he deposed that he is working as Principal in the respondent School since Jan., 2022. He admitted that the petitioner was working in the School prior to his joining and in his presence no enquiry has been conducted in this case. He deposed that he cannot tell about the work and conduct of the petitioner, but self-stated that after he took charge as principal of the school he went through the file, collected information from the staff, and come to know that the petitioner was of quarrelsome nature and had not been obeying the orders of her superiors. He admitted that there was no complaint against the petitioner regarding her work and conduct and self-stated that she had abandoned the job at her own as her leave was not sanctioned.
17. The other witness examined by the respondent is Ms. Sunita Tomar, Supervisor of respondent school, who stepped into the witness box as RW-2 and led her evidence by way of affidavit Ex. RW-2/A, which is also a reproduction of the averments as made in the reply. She also

placed on record letter dated 2.3.2013 as Ex. RW-2/B, application dated 12.2.2021 as Ex. RW-2/C, letter dated 15.2.2021 as RW-2/D, letter dated 22.2.2021 as Ex. RW-2/E and letter dated 1.3.2021 as Ex. RW-2/F.

18. During cross-examination, she deposed that she is working as supervisor with the respondent since 2017. She admitted that the petitioner was working since December, 2006 as Nanny. She denied that the services of the petitioner have been terminated illegally and showed ignorance that the petitioner remained on leave due to her illness and family problems. She deposed that she does not know whether the petitioner had filed reply to the letters, issued to her by the Principal of the school. She admitted that the management had not conducted any enquiry into the allegations levelled against the petitioner.

19. Ms. Simran Thakur, Front Executive Officer appeared into the dock as RW-3, who led her evidence by way of affidavit Ex. RW-3/A wherein she deposed that the petitioner was not performing her duties sincerely and honestly and the petitioner used to refuse to do the work assigned to her. Petitioner was habitual of staying on leave and often used to make false and frivolous application for leave. On 12.12.2021, petitioner applied for leave without assigning any reason which was rejected by the school management and thereafter she remained absent from her duties and never resumed her duties. Petitioner abandoned the job at her own.

20. During cross-examination, she showed ignorance that whether any enquiry was conducted by the respondent management and further showed ignorance that prior to her joining whether there was any complaint against the petitioner or not.

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

22. So far as the claim of the petitioner is concerned, the petitioner has claimed that her services have been terminated illegally without issuing any notice and payment of due compensation in utter violation of the provisions of the Act. Whereas, on the other hand, the plea of the respondent is that she was habitual absentee and her conduct and behavior was also not upto the mark and apart from that she had abandoned the job at her own.

23. So far as the allegations against the petitioner that she used to remain absent and her conduct was not upto the mark are concerned, no enquiry has been conducted by the respondent into such allegations. So far as the allegation of preferring false leave application *vide* Ex. RW-2/C, and notices Ex. RW-2/D to Ex. RW-2/F are concerned, there is nothing on record that these notices were served upon the petitioner and how they were served on the petitioner. There is also nothing on record that as to whether the petitioner had filed the reply to these notices or not. Even, if it is presumed that the conduct and absence of the petitioner was not justified, it was incumbent upon the respondent to have conducted an enquiry before terminating her services. Since, the respondent has alleged misconduct on the part of the petitioner, it was required of the respondent to have conducted an enquiry and to have laid a chargesheet against the petitioner regarding the alleged acts of misconduct on her part. Admittedly, no domestic enquiry had been conducted against the petitioner, nor she had ever been charge-sheeted. Therefore, the present appears to be a case where the termination of the petitioner is based on no enquiry and no charge. Therefore, it becomes a case of illegal retrenchment. It has been laid down in **Sachiv, Krishi Upaj Mandi Samiti, Sanawad Vs. Mahendra Kumar S/o Mangi Lal Tanwaro, 2004 LLR 405** that where the termination of an employee is based on no inquiry, no charge but by way of punishment, it becomes a case of illegal retrenchment.

24. The petitioner has claimed that she worked continuously with the respondent for about last fifteen years but the respondent has terminated the services of the petitioner orally. No action

has been initiated against the petitioner by way of domestic enquiry. Before, terminating the services of the petitioner, 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”.***

25. 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/she 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 during March, 2021 is neither legal nor justified.

26. 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 as well as by way of affidavit Ex. PW-1/A has averred that she is unemployed since the date of her termination. 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**.

27. In the case in hand the petitioner has shown that she was not gainfully employed anywhere. In **Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363**, the Hon’ble Apex Court held that in question of determining the entitlement of a person to back wages, the employee has to show that he/she 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."

28. Coming to the case in hand, it stands established that the petitioner was engaged as Peon/Nanny by the respondent *w.e.f.* December, 2006 and she worked up till March, 2021, when her services were illegally terminated by the respondent without complying with the mandatory provisions of the Act. Petitioner has worked about fifteen years with the respondent school continuously as such in view of the continuous service which has been rendered by the petitioner with the respondent and in view of the fact that petitioner has discharged the initial burden put on her to show that she is not gainfully employed anywhere and this burden has not been rebutted by the respondent it stands established on record that the petitioner is not gainfully employed after her oral termination as such she is also entitled to full back-wages and accordingly issue No.1 is decided in favour of the petitioner.

Issue No. 2

29. Now coming to issue no. 2, there is nothing on record that as to how this petition is neither competent nor 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 respondent.

Relief

30. In view of my aforesaid discussion, the claim filed by the petitioner succeeds and is hereby allowed. The respondent company is directed to re-engage the petitioner in service forth-with with seniority and continuity along-with full back-wages. The payment of back-wages shall be payable within a period of two months from the date of announcement of this award failing which the same shall carry 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 9th day of September, 2024.

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

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

Reference Number : 110 of 2023

Instituted on : 27.09.2023

Decided on : 09.09.2024

Sanjay Kumar, S/o Sh. Jageshwar Prasad Singh, r/o Salimpur Milik, District Patna (Bihar).
.. Petitioner.

Versus

The Managing Director M/s Hetero Labs Ltd. Chakkan Road, Baddi, and Tehsil Baddi,
District Solan, H.P. . . Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri J.C. Bhardwaj, AR

For the respondent : Ex-parte

AWARD

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

“Whether the demand raised by the worker Sh. Sanjay Kumar s/o Sh. Jageshwar Prasad Singh r/o Salimpur Milik, District Patna (Bihar) before the Managing Director M/s Hetero Labs Ltd. Chakkan Road, Baddi, and Tehsil Baddi, District Solan, 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 and consequential service benefits, the above aggrieved workman is entitled to from the above management?” and if no, its effect?”

2. The facts as emerges from the statement of claim are that the petitioner commenced his service career as an Operator with the respondent company *w.e.f.* 08.08.2011 and worked as such continuously till 28.02.2020, on which date, he due to negligence of the respondent management met with an unfortunate accident at the work place. On the said date petitioner was working on a machine in the respondent factory, when due to some technical error/ faulty wiring, he was struck by a major electric shock and sustained severe burns on his abdomen and left arm, resulting in disability. The petitioner thereafter was taken to Siddhant Hospital, Baddi for his treatment instead of ESI Hospital and on 05.03.2020, he was taken to Dhawan Hospital Panchkula and yet again, not to the ESI Hospital. As a matter of fact, ESI hospital was being avoided by the respondent in order to conceal the reason of the accident, which was nothing other than faulty wiring / technical error at the plant due to which the petitioner had sustained major electric shock. Treatment of the petitioner continued but his condition did not improve. During the month of August, 2020 he was taken to Malhotra Hospital Baddi from where he was shifted to Fortis Hospital Chandigarh on 01.09.2020 and was asked to come after 3 months for review of his condition but the condition of the petitioner did not improve so he was finally taken to the ESI Hospital Baddi on 13.12.2021 where the treatment of the petitioner continued for several months, however, looking at his pitiable deteriorating condition doctors of ESI Hospital referred him to P.G.I. Chandigarh on 23.07.2022. The treatment of the petitioner started at PGI Chandigarh on 26.07.2022 and on 17.03.2023 the doctors of the PGI had declared that the petitioner had sustained 70% disability due to the accident. The treatment of the petitioner is still continuing at P.G.I. Chandigarh and he has been referred to the Disability clinic and has been directed to obtain disability certificate from the relevant department. The respondent management in between this turmoil compelled the petitioner to resume his duty despite being aware of his deteriorating and ailing condition. The same was done with in pursuance of a sordid design to deprive the petitioner of his livelihood and to oust him from the service of the respondent company on one or the other pretext. Respondent management aggravating the misery of the petitioner on 28.11.2022 issued a baseless show cause notice to him

which was duly replied by the petitioner on 05.12.2022. Thereafter on 09.12.2022 the petitioner was served with a false and fabricated charge sheet which was also replied by the petitioner on 14.12.2022. In a haphazard manner, the respondent issued suspension letter to the petitioner on 27.12.2022 and enquiry officer was appointed on 09.01.2023. The enquiry proceedings were conducted in an arbitrary manner with the several procedural defects. The statement of Sh. Ambika Prasad one of the management witnesses was recorded even before the appointment of the Enquiry Officer. The enquiry officer was appointed on 09.01.2023 who has comfortably relied on such witness while furnishing the enquiry report. The domestic enquiry conducted against the petitioner is defective and against the principle of natural justice. The statement of Sh. Swaroop Kumar was recorded on 28.01.2023 whereas the statement of the petitioner was recorded on 24.01.2023. No opportunity to cross examine the management witnesses was ever afforded to the petitioner and as such the principle of natural justice were flouted during the course of the enquiry proceedings. The enquiry officer did not provide any opportunity to the petitioner to defend himself. Petitioner was also denied the right to engage a defense assistant of his choice during the course of enquiry proceedings. Management had failed to provide relevant documents with the charge sheet to the petitioner. No second show cause notice after furnishing the enquiry report was ever served on the petitioner and in an arbitrary and haphazard manner his services were dismissed on 28.03.2023 without following the prescribed procedure. The sudden removal of the petitioner from the employment has made the integrity of the petitioner doubtful in the eyes of one and all. Petitioner is unemployed since the date of his illegal removal. It has been prayed through this petition that the domestic enquiry conducted by the respondent through enquiry officer be declared null, void, inoperative and partial and that the same is against the principle of natural justice. It is also prayed that under Section 11-A of the Industrial Disputes Act, the impugned domestic enquiry report and dismissal order dated 28.03.2023 be set aside and the respondent be directed to reinstate the petitioner/ workman in service with full back wages, seniority and other consequential service benefits with exemplary costs.

3. Notice of this claim petition was sent to the respondent, however despite service no one appear on behalf of the respondent and respondent was proceeded against ex-parte *vide* order dated 03.04.2023.

4. Coming to evidence led by the petitioner, petitioner 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 employees state insurance corporation documents mark-P-1, record of the hospital Mark P-2, Malhotra medical hospital record discharge sheet Mark-P-3, record of Forties Hospital mark-P-4, OPD slip of PGI Mark-P-5, disability certificate report of medical board Mark-P-6, charge sheet dated 09.12.2002 Ex. PW-1/B, reply to the notice Ex. PW-1/C, letter of appointment of enquiry officer dated 09.01.2003 Ex. PW-1/D, statement recorded of management witnesses and as well as statement of petitioner Mark-P-7, Mark-P-8, Mark-P-9, enquiry report Mark-P-10 and dismissal letter Mark-P-11.

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

6. So far as, the statement of the petitioner is concerned, the same remained unrebutted as the respondent has not chosen to contest the claim of the petitioner. It is evident from the case record that petitioner has sustained burns injury (Electric Shock), during the course of his employment and he was treated at different hospitals, which is clear from his medical record placed on record as Mark P-2 to Mark P-6. The medical record of petitioner also reveals that the petitioner had been treated by the hospital(s) for electric burns injury (electric shock).

7. The respondent has issued a show cause notice Ex. PW-1/A to the petitioner mentioning therein that the petitioner has left the factory at his own and on the second day also

after putting his attendance, he went out of the premises of the company and did not return back. Petitioner was asked to file reply to show cause notice within 24 hours.

8. It is evident from the record that respondent submitted his reply *vide* Ex. PW-1/C, *vide* which the petitioner had submitted that the allegations against him were totally incorrect and on 25.11.2022 he had received threats from the General Manager and Assistant Manager, HR to leave the company premises. He had gone to the office of manager to get his medical record file but the officials of the respondent had directed the guard to throw him out to the company premises. Due to his own self respect he left the company premises. On the next day, he marked his attendance online but he was not allowed to enter the factory gate. He further submitted that he never refused to join the duty.

9. It is also evident from the record that *vide* Ex. PW-1/D the enquiry officer Sh. Rakesh Kumar Advocate was appointed on 09.01.2023 but the statement of witness Sh. Ambika Prasad relied by in his enquiry report was recorded on 04.01.2023. Thus, it appears the statement of witness Sh. Ambika Prasad was recorded by the enquiry officer much before he was appointed as an enquiry officer *vide* letter Ex. PW-1/D. Apart from this, it is also evident from the record that no opportunity to cross examine the witnesses Swaroop Kumar and Ambika Prasad was afforded to the petitioner. It has also not been made clear by the enquiry officer that whether he had conducted enquiry under Model or Certified Standing Orders.

10. The petitioner has stated that the document were also not supplied to him alongwith charge sheet and there is nothing on record to rebut such statement of the petitioner.

11. From the documents as proved on record, it is quite clear that petitioner had sustained injury while discharging his duty in the respondent company and he was under treatment. The show cause notice was issued to him was duly replied by him and thereafter domestic enquiry was conducted in gross violation of the principle of natural justice. The petitioner was also not granted any opportunity to bring his defense assistant.

12. It is worth noticing that while recording the statement of Shri Ambika Prasad and Swaroop Kumar, no opportunity was given to the petitioner to cross-examine these witnesses and even the enquiry officer has not appear into the witness box. Though, it is written in mark -P-10 that it was disclosed to the petitioner that he would be given the chance to cross-examine the management witnesses but such opportunity has been totally been denied to the petitioner. From the above statement of the petitioner and the document which have been placed on record, it is quite clear that the petitioner had sustained injury while performing the work in the respondent company and when he was under treatment, show cause notice was issued to him and enquiry was ordered to be conducted against him. However, the domestic enquiry has been conducted in gross violation of the principles of natural justice as the petitioner was not afforded any opportunity to bring any defense assistant nor any opportunity to cross examine the management witnesses was afforded to the petitioner.

13. As per record, respondent has not contested the claim as such the claim filed by the petitioner goes un rebutted. From the perusal of case file it is clear that after receipt of the enquiry report, 2nd show cause notice was also not issued to him and the petitioner was virtually denied opportunity of being heard even at the stage of awarding punishment. Thus, while holding that the respondent has not conducted domestic enquiry as per the principle of natural justice as such the punishment awarded to the petitioner of dismissal is without any basis. It is evident from the record that attitude of the respondent to dismiss the services of the petitioner is un-sympathic despite the fact he had sustained severe injury during the course of employment he has been shunted out from the illegal services.

14. Coming to the 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 as well as in his evidence as PW-1 has deposed that since the date of his illegal dismissal, he is not gainfully employed anywhere and he is facing the hardships after his dismissal from services and has also been rendered disabled up to 70% as such petitioner is on crossroads. 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**.

15. In the case in hand the statement of the petitioner goes un rebutted. 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/she 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.”

16. In view of the above judgments, since the petitioner has averred in the statement of claim and also deposed on oath by way of evidence as PW-1 that he was not gainfully employed after is dismissal from service he is also entitled for full back-wages.

17. Keeping, in view the above discussion, the allegations levelled against the petitioner have not proved. Petitioner has established on record that he had sustained severe injury during the course of employment and he was under treatment and thereafter he was dismissed by the respondent without following the due process of the law in the domestic enquiry. The petitioner has been dismissed from the services without any valid enquiry and without giving him any opportunity of being heard in accordance with law before passing the order of dismissal. As such, the order dated 28.03.2023 passed by the respondent is set aside. The claim filed by the petitioner succeeds and is hereby allowed. The respondent company is directed to re-engage the petitioner in service from 28.03.2023 with seniority and continuity alongwith full back-wages. The payment of back-wages shall be payable within a period of two months from the date of announcement of this award failing which the same shall carry interest @ 9% per annum. The reference is answered in the aforesaid terms.

18. 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 9th day of September, 2024.

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 : 114 of 2018

Instituted on : 04.06.2018

Decided on : 10.09.2024

Sarla Sharma w/o Sh. Vidya Dutt, Sher Singh Bhawan, Sher Singh Colony, Sector-2,
Parwanoo, District Solan. H.P. . . *Petitioner.*

Versus

The Factory Manager, M/s Real Care Science, Orion Industrial Complex, Opp. Sector-06,
NH-22, Parwanoo, 173 220, H.P. . . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri G.S. Rana, Advocate

For the respondent : Ex-parte

AWARD

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

“Whether termination of the services of Smt. Sarla Sharma w/o Sh. Vidya Dutt, Sher Singh Bhawan, Sher Singh Colony, Sector-2, Parwanoo, District Solan. H.P. w.e.f. 24.02.2017 by the Factory Manager, M/s Real Care Science, Orion Industrial Complex, Opp. Sector-06, NH-22, Parwanoo, 173220, H.P. without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above management?”

2. The facts as emerges from the statement of claim are that the petitioner was employed with the respondent as packing worker w.e.f. 01.04.2016 and her last drawn salary was Rs. 6,000/- per month. Petitioner has claimed that she served with the respondent till 28.02.2017 when her services were illegally terminated by the respondent without complying with the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). The

petitioner has claimed that she has completed more than 240 days continuous service prior to her illegal termination. Petitioner has claimed that she had worked with the respondent upto its entire satisfaction and she remained sincere and honest to her job. The petitioner through this petition has prayed that her illegal termination by the respondent on 28.02.2017 be set aside and she be reinstated with seniority, past services benefits and compensation, bonus, gratuity etc. alongwith back wages.

3. Notice of this claim petition was sent to the respondent, however the despite service in accordance with law, the respondent did not appear and was proceeded against ex-parte *vide* order dated 20.12.2019.

4. 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. The petitioner has also tendered in evidence letter Ex. PW-1/B.

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

6. So far as, the statement of the petitioner is concerned the same remained unrebutted as the respondent has not chosen to contest the claim filed by the petitioner. It is the case of the petitioner that she was engaged as packing worker by the respondent company w.e.f. 01.04.2016 and worked as such up till 28.02.2017 continuously. It is also the case of the petitioner that she had completed 240 days in preceding twelve calendar months prior to her illegal termination.

7. Retrenchment under Section 2 (oo) of the Act, is comprehensive enough to include all types of terminations of service, unless the termination falls within any of the exceptional categories mentioned therein. In the instant case, the statement of the petitioner which goes unrebutted would establish on record that she was engaged as packing worker by the respondent company w.e.f. 01.04.2016 and she worked continuously as such till 28.02.2017. She had completed 240 days in preceding twelve months prior to the termination of services of the petitioner. No action has been initiated against the petitioner by way of any disciplinary inquiry. Before, terminating the services of the petitioner, 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".*

8. 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/she 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. Coming to the case in hand 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 w.e.f. 28.02.2017 is neither legal nor justified.

9. Now, the 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 as well as in her evidence as PW-1 has deposed that since the date of her oral 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**.

10. In the case in hand the statement of the petitioner goes un rebutted. The petitioner has shown that she 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/she 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.”

11. In view of the above judgments, since the petitioner has averred in the statement of claim and also deposed on oath by way of evidence as PW-1 that she was not gainfully employed after her termination petitioner is also entitled for full back-wages.

12. In view of my aforesaid discussion, the claim filed by the petitioner succeeds and is hereby allowed. The respondent company is directed to re-engage the petitioner in service from 28.02.2017 with seniority and continuity along-with full back-wages. The payment of back-wages shall be payable within a period of two months from the date of announcement of this award failing which the same shall carry interest @ 9% per annum. The reference is answered in the aforesaid terms.

13. 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 10th day of September, 2024.

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 : 120 of 2016

Instituted on : 23.11.2016

Decided on : 10.09.2024

Dhananjay Sharma, s/o Late Shri C.D. Sharma, r/o Ajit Singh Building Totu, Shimla
.. *Petitioner.*

Versus

M/s Amar Ujala, Publication, Regional Office Timber House Shimla, H.P. .. *Respondent.*

Reference under Section 17(2) of the Working Journalists and other Newspaper Employees
(Conditions of Services and Miscellaneous Provisions) Act, 1955.

For the petitioner : Ms. Reena Sharma, Advocate

For the respondent : Sh. Rahul Singh, Advocate

AWARD

The Labour-cum-Conciliation Officer, Shimla Zone Shimla has made the following
reference to this Court after failure of the conciliation proceedings:

“Whether the action of the employers Bureau Chief Editor-in-Chief, Amar Ujala Publication Ltd. 1101, 11th Floor Antriksh Bhawan, 22 Kasturba Gandhi Narg, Connaught Place New Delhi- 110001 and Unit Head Amar Ujala, Timber House Shimla- 171001, for not paying claim of arrears amounting to Rs. 1,14,814.00/- (Rs. One Lakh fourteen thousand eight hundred fourteen only) Shri Dhananjay Sharma Sr. Reporter Ajeet Singh Building Totu, Shimla, H.P. as difference of wages actually drawn and due as per recommendation of Majithia Wage Boards (Copy of claim enclosed) constituted under Section 9 & 13(C) of the Working Journalists and Other Newspaper Employees (Condition of Services and Miscellaneous Provisions Act, 1955) is legal and justified? If yes, to what amount of relief/arrear, alongwith interest etc. the aggrieved employee is entitled to from the above employers/ management?”

2. The case as emerges from the statement of claim is that petitioner was engaged as reporter by the respondent in the year 2004 and worked up to the year 2012. Petitioner was enrolled with the respondent publication under enrolment No. HR-752. Petitioner served the respondent management, without any complaint and nothing adverse has been conveyed to him. At the time of his initial engagement, the petitioner was paid salary which was not in consonance with the recommendations of Majithia Wage Board. Petitioner alongwith others demanded their salary as per the recommendations of Majithia Wage Board notification dated 11.11.2011. This notification though was challenged by the management alongwith other newspapers, but the Hon'ble Supreme Court upheld the recommendations of Majithia Wage Board and directed the newspapers/publications to implement the recommendations of Majithia Wage Board *w.e.f.* 11.11.2011, when the Government of India notified the recommendations of Majithia Wage Board. The Hon'ble Supreme Court had ordered to pay all the arrears upto March, 2014 to the eligible persons in four equal installments within a period of one year, however, the management/publication did not implement the directions issued by the Hon'ble Supreme Court. Several contempt petitions were also filed before the Hon'ble Supreme court for non-implementation of the judgment passed by the Hon'ble Supreme Court. Petitioner filed the claim before the Labour Commissioner in view of the recommendations of Majithia Wage Board and claimed for the arrears strictly in view of the recommendations of Majithia Wage Board *w.e.f.* 11.11.2011. The total claim as raised by the petitioner is of ₹ 1,14,814/- alongwith 23% interest payable *w.e.f.* 11.11.2011 till its realization. When conciliation proceedings failed, Labour-cum-Conciliation Officer referred the dispute to this Court for adjudication through present reference.

3. Notice of this claim was sent to the respondent in pursuance thereof the respondent contested the claim by filing reply. Apart from taking preliminary objections of maintainability, reference as made by the appropriate Government is devoid of jurisdiction, petitioner has not approached the Court with clean hands and claim of the petitioner is stale. On merits, though the respondent did not dispute that the petitioner was working with respondent but it was claimed that the petitioner joined the establishment of the respondent on 07.04.2008 as Senior Sub Editor and resigned from his services on 04.05.2012 on his own accord and his full & final amount due was paid to him. It is averred that the judgment was pronounced by the Hon'ble Supreme Court on 07.02.2014 whereby directions were issued to all the newspaper establishments to implement the recommendations of the Majithia Wage Board *w.e.f.* 11.11.2011. The notification came into effect after the order dated 07.02.2014 and all the employees of respondent establishment made their option within three weeks from the date of notification/judgment out of their own free will and consent, but since the petitioner was not working with the respondent at that time, there was no question of his making option. Respondent claimed that the respondent company as a whole fell under the category – III as per the recommendations of Majithia Wage Board and concerned unit of the State comes under category V of the class of newspaper establishments as described in the recommendations of Majithia Wage Board. According to his designation, the petitioner falls under category IV of scales of pay for employees in table-1 of Majithia Board recommendations. As per the tabulation of the Majithia Wage Board, the employees of category IV has been granted pay scale of ` 16,200/- whereas the petitioner was getting pay scale @ ` 16,874/- per month from November, 2011 till May, 2012, when he resigned from the employment of respondent, as such the petitioner was already getting more salary than what was recommended by Majithia Wage Board, as such the petitioner is not entitled for any arrears and prayed for the dismissal of the claim.

4. Petitioner filed rejoinder in which he denied preliminary objections raised by the respondent and also denied the averments as made in the reply and reaffirmed those as made in the statement of claim.

5. On the pleadings, this Court formulated the following issues on 19.01.2018.

1. Whether the action of the respondent for not paying claim of arrears amounting to Rs. 1,14,814/- to petitioner as difference of wages actually drawn and due as per recommendation of Majithia Wage Board constituted under Section 9 & 13 (C) of the Working Journalists and other Newspapers Employees (Condition of service and miscellaneous Provisions) Act, 1955 is illegal and unjustified, as alleged? . . *OPP.*
2. If issue no. 1 is proved in affirmative, to what amount of arrear, alongwith interest etc., the petitioner is entitled? . . *OPP.*
3. Whether the petition is not maintainable, as alleged? . . *OPR.*
4. Relief

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed. Petitioner appeared in the witness box as Pw-1, whereas respondent examined Shri Deepak Verma, Assistant Manager, Administration as RW-1 and Shri Shashank Aggrawl as RW-2.

7. I have heard the Ld. Counsel Shri Aman Gupta, Advocate vice counsel Shir B.S Thakur, Advocate for the petitioner and Shri Rahul Singh, Advocate and Shri Aman Verma, Advocate for the respondent and gone through the written arguments submitted by both the parties and have gone through the records 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 : No

Issue No. 2 : Not entitled to any relief

Issue No. 3 : Yes

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

REASONS FOR FINDINGS

Issues No.1 To 3.

9. All these issues are intermingled and inter-connected and require common appreciation of the evidence, as such all these issues are taken up together for the purpose of determination.

10. Onus to prove issues no.1 & 2 is on the petitioner, whereas onus to prove issue no.3 is on respondent.

11. The claim of the petitioner is based upon the fact that Central Government constituted Majithia Wage Board for revision of wages of newspaper establishments and the Majithia Wage Board recommended revision in wages on 01.07.2010. The said recommendations were accepted by the Central Government *vide* notification dated 11.11.2011. The recommendations of the Majithia Wage Board were notified by the Government, which were challenged by the various newspaper agencies before the Hon'ble Apex Court, however, the Hon'ble Apex Court has upheld the recommendations of the Majithia Board.

12. Before proceeding further, it would be appropriate to first discuss the evidence which is on record.

13. To prove his case, the petitioner stepped into the witness box as PW-1 and led his evidence by way of affidavit PW-1/A, which is just a reproduction of the averments as made in the petition.

14. During cross-examination, he admitted that he was appointed as Senior Sub-Editor in the year 2008 and he resigned *vide* letter dated 04.05.2012 Ex. RX. He deposed that he does not know under which category he falls as per Majithia Wage Board and under which category the unit in which he was working did fall. He deposed that his last drawn salary was ₹ 17,000/- per month and denied that all his dues have been paid to him. He denied that he did not make the claim for a period of about four years after his resignation as the arrears had been paid to him.

15. This is the entire evidence which has been led by the petitioner.

16. In order to rebut the case of the petitioner, respondent examined Shri Deepak Verma, Assistant Manager, Administration of respondent as RW-1. He 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 authority letter Ex. RW-1/B, appointment letter of the petitioner Ex. RW-1/C and the resignation tendered by the petitioner Ex. RW-1/D. However, this witness was not cross-examined by the petitioner as the petitioner did not appear in the Court on 25.06.2019.

17. Respondent also examined Shri Shashank Agarwal, Deputy Manager, HR of respondent, as RW-2, who also led his evidence by way of affidavit Ex. RW-2/A, which is also a reproduction of the averments as made in the reply. This witness has also not been cross-examined by the petitioner.

18. So far as the claim of the petitioner is concerned though the claim of the petitioner is based on the recommendations of Majithia Wage Board and on notification dated 11.11.2011 but while leading evidence as well as by submitting the statement of claim the petitioner has not made it clear or established on record that in which group of employee he falls nor there is any evidence to establish what kind to work he was assigned to fix him any of the group of employees as per the recommendations of Majithia Wage Board. Apart from that the petitioner has also not classified the class of newspaper establishment with which he was working. The respondent has taken a specific plea that the petitioner falls under category-III of the recommendations of Majithia Wage Board and concerned unit of the State comes under the category –V of class of newspaper establishment. Respondent has further taken the stand that the petitioner falls according to his designation under Class IV of Scales of Pay for employees in Table- I of recommendations of Majithia Wage Board and he was to be fixed at the pay scale of ₹ 16,200/- whereas he was already getting salary of ₹ 16,874/-. The petitioner during his cross-examination has not disputed this fact that he was getting salary of ₹ 17,000/- per month and since there is no cross-examination of RW-1 and RW-2, the evidence led by the respondent goes un-challenged. Petitioner himself has admitted during his cross-examination that he does not know under which category he falls as per the recommendations of Majithia Wage Board and also could not say that in which category the unit in which he was working did fall. In the absence of any such pleadings and proof thereof, it is difficult for his Court to fix the petitioner in any of the categories.

19. Apart from this, it is an admitted fact that the petitioner has resigned from the service in the year 2014 and has made this claim after four years of his resignation and after much delay of publication of notification dated 11.11.2011. At the time when the petitioner had moved application before the Labour Officer, there was no relationship of employer and employee between the parties.

The petitioner has admitted in his statement that he tendered his resignation on 4.5.2012 *vide* Ex. RX (Ex. RW-1/D). The **Hon'ble High Court of Punjab & Haryana** in case titled as *Canara Bank Vs. Presiding Officer, Central* (1994) 106 PLR 375 has held as under:

8. In the case in hand, it is not disputed that the workman had submitted his resignation and once the management claims that the resignation become effective whereby the relationship of master and servant had come to an end, it was not open to the Labour Court to proceed on the basis that it continued to exist and compute the monetary benefits that may be due to him. Workman's own case is that he was not allowed to join duty and the justification shown by the management in not permitting to do so was that his resignation had become effective as he had acted upon the same."

20. Since, the petitioner has admitted that he tendered his resignation, much before raising this claim and after the cessation of employment, the petitioner who was not in relationship of master and servant with the respondent cannot agitate that he was entitled to enhanced salary as per recommendations of Majithia Wage Board.

21. The other point which was raised in this reference by the respondent is that the provisions of Section 17(2) of the Act are similar to the provisions of Section 33-C(2) of the Industrial Disputes Act. The powers under section 33-C(2) of the I.D Act confined on the Labour Court are that of executing Court as such the petitioner could not raise any dispute under Section 17(2) of the Act which was not pre-adjudicated or predetermined. The petitioner has raised the claim for difference in pay as per the recommendations of Majithia Wage Board. The reference has been made to this Court under Section 17(2) of the Act. Section 17 of the Act reads as under:

"17. Recovery of money due from an employer. –

- (1) Where any amount is due under this Act to a newspaper employee from an employer, the newspaper employee himself, or any person authorized by him in writing in this behalf or in case of the death of the employee, any member of his family may, without prejudice to any other mode of recovery, make an application to the State Government for the recovery of the amount due to him and if the State Government or such authority as the State Government may specify in this behalf, is satisfied that any amount is so due, it shall issue a certificate for that amount to the Collector, and the Collector or shall proceed to recover that amount in the same manner as an arrear of land revenue.
- (2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 (14 of 1947), or under any corresponding law relating to investigation and settlement of Industrial disputes in force in the State and the said Act or law shall have effect in relation to the Labour Court as if question so referred were a matter referred to the Labour Court for the adjudication under that Act or law.
- (3)

22. The Hon'ble High Court of Judicature of Madras in WP No. 6343 of 2022 dated 15.04.2022 case titled as S. Madhavan Vs. M/s THG Publishing Pvt. Ltd. (formerly M/s

Kasturi & Sons Ltd.) 859 and 860 Anna Salai Chennai-6000002 has dealt with the similar matter. The Hon'ble high Court of Madras has considered the scope of Section 17(2) of the Act and held as under:

- “10. It is not disputed that the claim of the petitioner for difference in Dearness Allowance for the period 11.11.2011 is based on the Award of the Majithia Wage Board, which was approved by the Government of India on 11.11.2011 and confirmed by the Hon'ble Supreme Court in W.P. (Civil) No. 246 of 2011 on 07.02.2014. The petitioner's raised a dispute claiming difference in Dearness allowance and the same was referred to the Labour Court by the Government of Tamil Nadu in G.O.(ID) 441 dated 21.07.2016 under Section 17 (2) of the Working Journalist and other Newspaper Employees (conditions of service) and Miscellaneous Provisions Act 1955. During the pendency of the said reference in the present 205/2011 the petitioner's were retrenched and hence the complaint under Section 33(1) (a) of the I.D. Act was filed. Let me now refer to the provisions of the Working Journalist Act as well as the ID Act which are relevant for the purpose of this case. Section 2(K) of the ID Act reads as follows:

"2(k)"industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person; "

Section 17(2) of the Working Journalist Act which reads as follows:

- “17(2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 (14 of 1947), or under any corresponding law relating to investigation and settlement of industrial disputes in force in the State and the said Act or law shall have effect in relation to the Labour Court as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law.”

11. The reading of Section 17(2), particularly the phrase “as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law”, in my view cannot convert the question into a dispute as defined and understood under Section 2(K) of the I.D. Act. The words, as if the question so referred were a matter referred to the Labour Court for adjudication under the act or law" would only mean that while answering the question the Labour Court would adjudicate it in the same manner as it would adjudicate a reference under the I.D. Act. To say that the reference of the question to the Labour Court changes the character of the reference into an industrial dispute goes against the letter and spirit of the said provision. The legislature has used the term "refer the question". The legislature has consciously avoided the term 'dispute', because the legislature was aware that the term 'dispute' has its own connotations under the I.D Act. From a reading of the definition of Industrial Dispute under Section 2(k), it is clear that the question that is referred under Section 17(2) cannot be construed as an industrial dispute. An industrial dispute referred to therein is in

relation to non employment, the terms of employment or conditions of labour. Whereas the question under Section 17(2) relates to computation of claim and hence, it would not fall under the definition of industrial dispute under the ID Act.

12. As rightly contended by the learned counsel for the respondent Section 17 of the Working Journalist Act is akin to Section 33(C) (2) of the I.D Act. It is well settled by catena of Judgments of this Court as well as Hon'ble Supreme Court that the jurisdiction exercised by the Labour Court under Section 33(C) (2) is that of an Executing Court. In the present case, it is seen that the recommendations of the Majithia Wage Board were accepted by the Government of India on 11.11.2011 and the same was challenged before the Hon'ble Supreme Court, which confirmed the recommendations of the Majithia Wage Board, but with modification that the same would be effective from 11.11.2011 only.
13. It is the respondents' case that the respondent had paid the dues to the petitioner and other employees as per the order of the Hon'ble Supreme Court in 2014-2015 itself, but the petitioner claimed higher Dearness Allowance and therefore petitioned the Government under the Working Journalist Act. The Government in terms of Section 17 of the Working Journalist Act referred the claim petition to the Principal Labour Court. The aforesaid facts clearly establish that the question referred to was a claim relating to the computation of difference in the Dearness Allowance paid by the respondent to the petitioner. In my view, the question referred to the Labour Court on the basis of the Majithia Wage Board recommendations relates to computation of Dearness Allowance under Section 17(2) of the Working Journalist Act and hence not an industrial dispute as defined in the Industrial Disputes Act. I am fortified in my view by the Judgment of the Hon'ble Division Bench of the Gujarat High Court in Keshavlal M.Rao Vs. State of Gujarat and Others reported in 1993 (1) LLN 373. The Hon'ble Chief Justice, S.Nainar Sundaram, J. while considering similar issue held as follows:

“Section 17 to a very great extent by verbalism and by implications stands in pari materia with Section 33C of the Industrial Disputes Act, 1947. Section 33C(1) of the Industrial Disputes Act, 1947 is comparable with Section 17(1) of the Act; and Section 33C(2) of the Industrial Disputes Act, 1947 is comparable with Section 17(2) of the Act. The scope of Section 33C of the Industrial Disputes Act, 1947 has come up for consideration by pronouncements not only at the level of the High Courts but also at the level of the Apex Court of the land. They are incisive and they have, without any ambiguity characterized the machinery under Section 33C(2) of the Industrial Disputes Act, 1947 as one relatable to execution stage and not at the adjudicatory level over the right to relief claimed by applicant and denied by the opponent. They have held that investigation into and determination of any dispute regarding the applicant's right to relief and the corresponding liability of the opponent will be outside the scope of the said provision. The set of expression found in Section 33C(2) of the Industrial Disputes Act, 1947 is "If any question arises as to the amount of money due", from the employer to the workman. As already noted, the set of expressions used in Section 17(2) of the Act is "If any question arises as to the amount due under this Act to a newspaper employee from his employer". Under Section 33C(2) of the Industrial Disputes Act, 1947, the specified Labour Court decides that question. Under Section 17(2) of the Act, the question gets referred to the

Labour Court for its decision over it. The similar features between the two provisions are very portent and on the basic factor that the provisions are in pari materia, there is every warrant for applying the ratio of the judicial pronouncements delineating the scope of Section 33C(2) of the Industrial Disputes Act, 1947 to delineate the scope of Section 17(2) of the Act.”

23. Since, it has been held by the Hon’ble High Court of Madras that the provisions of Section 17(2) of the Act are akin to the provisions of Section 33-C(2) of the Act and such proceedings under Section 33-C(2) are summary in nature. Thus, the pronouncement delineating the scope of Section 33-C (2) of the Industrial Disputes Act, 1947 would also be helpful for disposal of this case. The Hon’ble Apex Court in case titled as **Municipal Corporation of Delhi Vs. Razak (1995 SCC 1- 235)** has held as under:

“Dispute relating to entitlement is not incidental to the benefit claimed and is, therefore, clearly outside the scope of a proceeding under Section 33- C(2) of the Act. The Labour Court has no jurisdiction to first decide the workmen's entitlement and then proceed to compute the benefit so adjudicated on that basis in exercise of its power under Section 33-C(2) of the Act. It is only when the entitlement has been earlier adjudicated or recognized by tile employer and thereafter for the purpose of implementation or enforcement thereof some ambiguity requires interpretation that the interpretation is treated as incidental to the Labour Court's power under Section 33- C(2) like that of the Executing Court's power to interpret the decree for the purpose of its execution”.

24. Similar is the judgment(s) of Hon’ble Supreme Court reported in **2006 (109) FLR 530 case titled as Union of India and another Vs. Kankuben (dead) by LR.s. and others and Bombay Chemical Industries Vs. Deputy Labour Commissioner and Anr., 2022 Live Law (SC) 130.**

25. In view of the discussion made hereinabove, it is amply clear that the jurisdiction of Labour Court under Section 17(2) of the Act is limited to the computation of amount due and it cannot decide the dispute as to the entitlement of the petitioner to be fixed in a particular group or to determine that for what salary he is entitled to under the recommendations of Majithia Wage Board. In **Navbharat Press Employees union, Mafatlal Employees Union Vs. State of Maharashtra, Labour Industries and Energy Department and Ors., 2009 (III) Bom LR 4347,** the double bench of Hon’ble High Court of Bombay has held that the question as to which class the petitioner falls involves detailed investigation as regard gross revenue of respondent establishment, therefore, the same cannot be termed as mere implementation or execution of the Manisana Award. The relevant para of the aforesaid judgment is as under:

“15. The dispute in this case is as regards entitlement of the members of the petitioner union to higher wates on the basis that respondent 5 falls in class II and not in class IV of clause 6 of the Manisana Award and, therefore, the basic question which has to be decided is as to in which class respondent 5 falls. That would involve a detailed investigation as regards gross revenue of respondent 5. For that purpose, various documents including the balance sheet of respondent 5 will have to be gone into. Therefore, this is not a mere implementation or execution of the said Manisana Award.”

26. The Hon’ble Apex Court in case titled as **Kasturi and Sons PrivateLtd., Vs. N. Salivateswaran and another AIR 1958 507,** has held that the enquiry contemplated under Section 17 of the Act is a summary enquiry of a very limited nature and its scope is confined to the

investigation of the narrow point as to what amount is actually due to be paid to the employee under the decree and award. The relevant paras of the aforesaid judgment are reproduced as under:

“8. It is significant that the State Government or the specific authority mentioned in s. 17 has not been clothed with the normal powers of a court or a tribunal to hold a formal enquiry. It is true that s. 3, sub-s. (1) of the Act provides for the application of the Industrial Disputes Act, 1947, to or in relation to working journalists subject to sub-s. (2); but this provision is in substance intended to make working journalists workmen within the meaning of the main Industrial Disputes Act. This section cannot be read as conferring on the State Government or the specified authority mentioned under s. 17 power to enforce attendance of witnesses, examine them on oath, issue commission or pass orders in respect of discovery and inspection such as can be passed by the boards, courts or tribunals under the Industrial Disputes Act. It is obvious that the relevant provisions of s. 11 of the Industrial Disputes Act, 1947, which confer the said powers on the conciliation officers, boards, courts and tribunals cannot be made applicable to the State Government or the specified authority mentioned, under s. 17 merely by virtue of s. 3(1) of the act.

9. In this connection, it would be relevant to remember that s. 11 of the act expressly confers the material powers on the Wage Board established under s. 8 of the Act. Whatever may be the true nature or character of the Wage Board-whether it is a legislative or an administrative body-the legislature has taken the precaution to enact the enabling provisions of s. 11 in the matter of the said material powers. It is well known that, whenever the legislature wants to confer upon any specified authority powers of a civil court in the matter of holding enquiries, specific provision is made in that behalf. If the legislature had intended that the enquiry authorized under s. 17 should include within its compass the examination of the merits of the employee's claim against his employer and a decision on it, the legislature would undoubtedly have made an appropriate provision conferring on the State Government or the specified authority the relevant powers essential for the purpose of effectively holding such an enquiry. The fact that the legislature has enacted s. 11 in regard to the Wage Board but has not made any corresponding provision in regard to the State Government or the specified authority under s. 17 lends strong corroboration to the view that the enquiry contemplated by s. 17 is a summary enquiry of a very limited nature and its scope is confined to the investigation of the narrow point as to what amount is actually due to be paid to the employee under the decree, award, or other valid order obtained by the employee after establishing his claim in that behalf. We are reluctant to accept the view that the legislature intended that the specified authority or the State Government should hold a larger enquiry into the merits of the employee's claim without conferring on the State Government or the specified authority the necessary powers in that behalf. In this connection, it would be relevant to Point out that in many cases some complicated questions of fact may arise when working journalists make claims for wages against their employers. It is not unlikely that the status of the working journalist, the nature of the office he holds and the class to which he belongs may themselves be matters of dispute between the parties and the decision of such disputed questions of fact may need thorough examination and a formal enquiry. If that be so it is not likely that the legislature could have intended that such complicated questions of fact should be dealt with in a summary enquiry indicated by s. 17.”

27. Though, reliance was placed by Ld. Counsel for the respondent on AIR 1966-182 as well as on writ case no. 33532 of 2023, but the facts of this authority are distinguishable from the

facts of this case. Keeping in view my aforesaid discussion, both these issues are answered in negative and against the petitioner.

Issue No.3

28. So far as issue No.3 is concerned, it is evident that an application was moved by the applicant before the designated authority under the Act for issuance of recovery certificate in compliance of the order(s) dated 28.4.2015, 12.1.2016 and 23.8.2016 passed by the Hon'ble Apex Court in **CCP No. 128 of 2015 and 129 of 2015 and WP (C) No. 246 of 2011 dated 7.2.2014** and claimed for the dues since the issuance of notification by the Central Government on the recommendations of Majithia Wage Board. The applicant had also submitted Form C as per Rule 36 of the Working Journalists (Conditions of Service) and Miscellaneous Provisions Rules, 1957. It is evident from the record that the application was primarily made by the petitioner before the designated authority under the Working Journalists (conditions of Service) and Miscellaneous Provisions Act, 1955 for issuance of recovery certificate under section 17(1) of the Act. The petitioner had made a request that the directions issued by the Hon'ble Supreme Court *vide* order dated 23.8.2016 be complied with and in para no.2 of the application the applicant had made it clear that the application has been moved under section 17(1) of the Act and in the last of the para no.3, it was mentioned by the applicant that since the employee has not preferred the application under Section 17(2), the same cannot be referred for adjudication under the misguided pressure of the management as the same would attract contempt of Court against the Labour Commissioner. Thus, it is amply clear that the application was preferred by the petitioner under section 17(1) of the Act. Coming to the reference in hand, the Labour-cum-Conciliation Officer, Shimla zone while exercising the powers vested in him *vide* notification dated 18.10.2016 has referred the dispute under Section 17(2) to this Court. Now, if the above notification is perused, the same reads as under:

"In exercise of powers conferred as sub-section (1) of Section 17 of the Working Journalists and Other Newspaper Employees (Condition of Service) and Miscellaneous Act, 1955 (45 of 1955), the Governor of Himachal Pradesh is pleased to specify the Labour Officer of the Department of Labour and Employment, Himachal Pradesh as authority within their respective jurisdiction for the purpose of Section 17 of the Act *ibid*, with immediate effect."

There is nothing on record to remotely suggest that the powers were also conferred upon the Labour-cum-Conciliation Officer, Shimla *vide* any notification issued by the Government to refer the matter to this Court even under Section 17(2) of the Act.

29. Now, the question which has been raised before this Court is as to whether the Labour-cum-Conciliation Officer, Shimla was competent to refer the matter to this Court in view of notification dated 18.10.2016, as referred to *supra* under Section 17(2) of the Act. In this regard, it would be beneficial to refer to the judgment of Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur in WP No. 6402 of 2019 dated 17.11.2022 case titled as **All India Reporter Private Limited, a Company incorporated and registered under the Companies Act having its registered office at Medows House, Nagindas Master Road, Fort, Mumbai-400023 and its industrial establishment at Congress Nagar, Nagpur, through its Managing Director-Shri Sumant Widyadhar Chitaley (Original Party No.1). Vs. The State of Maharashtra, through the Secretary, Department of Industries, Energy and Labour, Mantralaya, Mumbai and anr.** The relevant portion of the judgment is reproduced as under:

"6] In the light of the rival submissions, the question that deserves consideration is whether it is open for the State Government to delegate its power of referring a

question arising under the Act of 1955 to any authority or whether such power has to be exercised by the State Government itself. To consider the said question, it would be necessary to refer to the provisions of Sections 17(1) and (2) of the Act of 1955, which read thus :

- “17. Recovery of money due from an employer.- (1) Where any amount is due under this Act to a newspaper employee from an employer, the newspaper employee himself, or any person authorised by him in writing in this behalf, or in the case of the death of the employee, any member of his family may, without prejudice to any other mode of recovery, make an application to the State Government for the recovery of the amount due to him, and if the State Government, or such authority, as the State Government may specify in this behalf, is satisfied that any amount is so due, it shall issue a certificate for that amount to the Collector, and the Collector shall proceed to recover that amount in the same manner as an arrear of land revenue. (2) If any question arises as to the amount due under this Act to a newspaper employee from his employer, the State Government may, on its own motion or upon application made to it, refer the question to any Labour Court constituted by it under the Industrial Disputes Act, 1947 or under any corresponding law relating to investigation and settlement of industrial disputes in force in the State and the said act or law shall have effect in relation to the Labour Court as if the question so referred were a matter referred to the Labour Court for adjudication under that Act or law.”
- 7]. A perusal of Section 17(1) of the Act of 1955 indicates that without prejudice to any other mode of recovery, it would be open for a newspaper employee to seek recovery of amount due to him by making an application to the State Government. On the State Government or such authority that the State Government may satisfy in this behalf being satisfied that any amount is so due, a certificate for such amount can be issued to the Collector who can then proceed to recover that amount in the same manner as an arrear of land revenue. It is clear from the said provision that the State Government has been conferred the power of delegating the task of determining whether any amount is due as claimed by a newspaper employee. The State Government can either itself or through such authority as specified issue a certificate as provided. In contrast, when the provisions of Section 17(2) of the Act of 1955 are analyzed, it becomes clear that no such power of delegation has been conferred on the State Government. Thus, if any question arises as to the amount due under the Act of 1955, it is for the State Government either on its own motion or on upon an application made to it to refer the question to any Labour Court as permitted. In other words, the State Government has not been conferred any power to delegate the task of referring such question to any Labour Court. There is thus a clear distinction contained in the provisions of Sections 17(1) and 17(2) of the Act of 1955 inasmuch as the power of delegation conferred on the State Government under Section 17(1) is missing in Section 17(2) of the Act of 1955. In this regard, the learned Counsel for the petitioner is justified in relying upon the decision in M. Chandru (supra) wherein the Hon'ble Supreme Court has observed in clear terms that delegation of power is permissible if there exists such provision in the Principal Act. The power to delegate being a statutory requirement must find place in the Principal Act itself. It is thus clear that in the absence of any such power of delegation being conferred upon the State Government under Section 17(2) of the Act of 1955 to refer any question as to whether any amount is due under the Act of 1955 to a newspaper employee, such reference has to be made by the State Government itself.

8.....

- 9]. It was also submitted by the learned Counsel for the petitioner that since the members of the Union sought determination of their entitlement to higher wages, remedy under Section 17 of the Act of 1955 was not available. What was required to be resolved was an industrial dispute and therefore the members of the Union ought to have invoke appropriate jurisdiction in that regard. Reliance was placed on the decision in Sanjay Shalikram Ingle (supra). However, since it has been found that the Additional Commissioner of Labour was not empowered to make the reference under Section 17(2) of the Act of 1955 to the Labour Court, it would not be necessary at this stage to consider the said aspect of the matter. If a reference is made by the State Government under Section 17(2) of the Act of 1955, the said aspect can be considered at that stage”.

30. This judgment was followed by the Hon’ble High Court of Bombay, Aurangabad Bench in case titled as **Head of Human Resources, Dainik Bhaskar Group Vs. Dinesh Devidas Pardeshi 2023 (177) FLR 2018.**

31. Thus, it is amply clear from the above judgments that powers under Section 17(2) of the Act cannot be delegated to the Labour-cum-Conciliation Officer, Shimla to make a reference under Section 17(2) of the Act nor any such notification has been produced or brought to the notice of this Court that the Labour-cum-Conciliation Officer, Shimla was authorized to make a reference to this Court even under Section 17(2) of the Act.

32. Before parting with the judgment, I find it appropriate to mention here that reliance was placed on the judgment of Hon’ble High Court of Allahabad reported in **[2006 (109) FLR 533] cas titled as Chemical Workers Union Vs. Labour Court, Ghaziabad and Anrs., 1966 AIR 182, Appeal No. (civil) 4771 of 2006 dated 10.11.2006 and Hindustan Media Venture Ltd., Vs. State of U.P. and Ors., Writ No. 16484 of 2017.** However, these authorities are clearly distinguishable on facts as such the same have not been discussed in detail.

33. In view of the discussion made hereinabove, and in view of the ratio of judgment of Hon’ble High Court of Bombay at Nagpur bench, followed by the Hon’ble High Court of Bombay at Aurangabad Bench (supra), that the Government cannot delegate its powers under Section 17 (2) of the Act to any Labour Officer to file a reference in this regard before this Court. The reference, thus, which has been made to this Court is without any jurisdiction and the same is not maintainable. Hence, issue no.3 is decided against the petitioner.

Relief

34. In view of my findings on issues no.1 to 3, above, the claim filed by the petitioner fails and hereby dismissed. The reference is answered in the aforesaid terms. Let a copy of this award be communicated to the Appropriate Government as well as to the Labour Officer, Shimla zone for further action. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 10th Day of September, 2024.

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

Tej Pal V/s M/s Huhtamaki India Ltd.**BEFORE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024****14.09.2024****Present:** none for the petitioner.

Sh. Prateek Kumar, Ld. vice Csl. for Sh. Rajeev Sharma, Ld. Csl. for the respondent.

The matter was taken up in the Pre Lok Adalat with the little divulgence with the intervention of this Court, the matter i.e. reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No: 11-2/93(Lab) ID/2024/Baddi/Government of Himachal Pradesh Department of Labour & Employment, dated 28th May, 2024, sent by the Deputy Labour Commissioner for adjudication, which was registered before this Court as Reference no. 50/2024, stood amicably resolved between the parties. Sh. Jitender Sharma, HR Manager for the respondent and petitioner who were also present in the Court has made a statement. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Deputy Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of Rs. 1,02,281/- (One lakh two thousand two hundred eighty one only) towards lump sum compensation to the petitioner towards his full & final settlement through draft no. 169076 which shall be paid by the respondent to the petitioner before the National Lok Adalat and nothing survived in the present reference.

Statement of petitioner was also recorded *vide* which he had accepted the statement of the respondent to be correct.

Since, the matter stood amicably settled between the parties. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:**14.09.2024.****Nisheet Sharma**
(Member)**Indresh Thakur**
(Member)**Anuja Sood**
(Chairperson),
National Lok Adalat**Ref. No. 128/2022****BEFORE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024****14.09.2024****Present:** Sh. Ajay Kumar, General Secretary for the petitioner .

Sh. Prateek Kumar, Ld. vice Csl. for Sh. Rahul Mahajan, Ld. Csl. for respondent no. 1.

Sh. Prateek Kumar, Ld. Csl. for respondents no. 2 to 4 along with Sh. Sunil Kumar, Authorized Representative also present in preson.

The matter was taken up in the pre-Lok Adalat on 04.09.2024 and the general secretary had made a statement *vide* which has been stated that the matter has also been settled between the parties. In the present case Sun Pharma Karamchari Sangh is not interested to pursue the case.

Separate statement of the general secretary for the petitioner and learned counsel for the respondents no. 2 to 4 and also on behalf of respondent no. 1 also been recorded.

Similar statement of Sh. Ajay Kumar, General Secretary for the petitioner has been recorded today that Sun Pharma Karamchari Sangh is not interest of pursue the case.

Since, the matter stood amicably settled between the parties. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
14.09.2024.

Nisheet Sharma
(Member)

Indresh Thakur
(Member)

Anuja Sood
(Chairperson),
National Lok Adalat

Ref. No. 50/2023

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024

14.09.2024

Present:

Sh. Ajay Kumar, General Secretary for the petitioner.

Sh. Prateek Kumar, Ld. vice Csl. for Sh. Rahul Mahajan, Ld. Csl. for respondent no. 1.

Sh. Prateek Kumar, Ld. Csl. for respondents no. 2 to 4 along with Sh. Sunil Kumar, Authorized Representative also present in preson.

The matter was taken up in the pre-Lok Adalat on 04.09.2024 and the general secretary had made a statement *vide* which has been stated that the matter has also been settled between the parties. In the present case Sun Pharma Karamchari Sangh is not interested to pursue the case.

Separate statement of the general secretary for the petitioner and learned counsel for the respondents no. 2 to 4 and also on behalf of respondent no. 1 also been recorded.

Similar statement of Sh. Ajay Kumar, General Secretary for the petitioner has been recorded today that Sun Pharma Karamchari Sangh is not interest of pursue the case.

Since, the matter stood amicably settled between the parties. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part

and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

14.09.2024.

Nisheet Sharma
(Member)

Indresh Thakur
(Member)

Anuja Sood
(Chairperson),
National Lok Adalat

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024

14.09.2024

Present: Petitioner in person.

Sh. Sunil Kumar, Authorized Officer with Sh. Prateek Kumar, Ld. Csl. for respondent.

The matter was taken up in the Pre Lok Adalat with the little divulgence with the intervention of this Court, the matter i.e. reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No: 11-1/86(Lab)ID/2020/Nahan/Rakesh Government of Himachal Pradesh Department of Labour & Employment, dated 23rd June, 2020, sent by the Joint Labour Commissioner for adjudication, which was registered before this Court as Reference no. 116/2020, stood amicably resolved between the parties. Sh. Sunil Kumar, authorized representative for the respondent and petitioner who were also present in the Court has made a statement. He further stated that the matter i.e. industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Joint Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of Rs. 5,00,000/- (Five lakh only) towards lump sum compensation to the petitioner towards his full & final settlement which shall be paid by the respondent to the petitioner before the National Lok Adalat and nothing survived in the present reference.

Statement of petitioner was also recorded *vide* which he had accepted the statement of the respondent to be correct.

The matter was taken up in the National Lok Adalat, cheque of Rs. 5,00,000/- has been handed over to the petitioner *vide* separate statement towards his full and final settlement amount of the petitioner.

Since, the matter stood amicably settled between the parties. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

14.09.2024.

Nisheet Sharma
(Member)

Indresh Thakur
(Member)

Anuja Sood
(Chairperson),
National Lok Adalat

BEFORE THE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024**14.09.2024****Present:** None for petitioner.

Sh. Naresh Sharma, Ld. Csl. for respondent.

The matter has been taken up in pre lok adalat with the little divulgence and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No: 11-1/95 (Lab) ID/2020/Kinnaur/Dinanath Government of Himachal Pradesh Department of Labour & Employment, dated 16th October, 2020, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference no. 297/2020, stood amicably resolved between the parties. It has been stated by Sh. Sanjay Kumar, HR admin of respondent company that he has been duly authorized to make statement or give evidence in het industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of Rs. 1,50,000/- (One lakh fifty thousand only) towards lump sum compensation to the petitioner towards his full & final settlement which shall be paid by the respondent to the petitioner on or before 30.09.2024 and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of Rs. 1,50,000/- (One lakh fifty thousand only) towards full and final payment has been agreed to paid by the respondent on or before 30.09.2024 and the said arrangement is acceptable to the petitioner.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, which shall be paid by the respondent to the petitioner on or before 30.09.2024 therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:**14.09.2024.****Nisheet Sharma**
(Member)**Indresh Thakur**
(Member)**Anuja Sood**
(Chairperson),
National Lok Adalat

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024**DivyaVersus GVK****Ref. No. 255/2020**

14.09.2024.

Present: None.

The matter was taken up in the pre-Lok Adalat on 02.07.2024 and the petitioner has made a statement that due to her family circumstances she does not want to pursue further in this matter and she wants to withdraw the same.

Since, the petitioner does not want to pursue further in this matter, the claim filed by her is dismissed as having been withdrawn. The reference received from the appropriate government is answered accordingly. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after competing be consigned to records.

Announced:

14.09.2024.

Nisheet Sharma
(Member)**Indresh Thakur**
(Member)**Anuja Sood**
(Chairperson),
National Lok Adalat

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024**Mohan Lal Versus Beta Drugs****App. No. 20/2022**

14.09.2024.

Present: None for the petitioner.

Shri Prateek Kumar, Advocate vice counsel Shri Rahul Mahajan, Advocate for respondent.

Matter was taken up in the pre-Lok Adalat and the matter stood compromised *vide* Ex. RX. As per this compromise, the respondent has agreed to pay Rs. 20,000/- in lump sum, out of which Rs. 15,000/- has been paid to the petitioner *vide* cheque No. 000207 dated 16.07.2024 and Rs. 5,000/- has been received by the petitioner in cash on 16.7.2024. The statements of the petitioner and that of Ms. Sarita Devi, authorized representative of the respondent have been placed on record.

Since, the matter stood amicably settled between the parties, nothing survive in the present petition. The statements of the parties shall form part and parcel of this award. File, after competing be consigned to records.

Announced:
14.09.2024.

Nisheet Sharma
(Member)

Indresh Thakur
(Member)

Anuja Sood
(Chairperson),
National Lok Adalat

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024

14.09.2024

Present: Petitioner in person, with Sh. O.P. Chauhan, Ld. Csl. for the petitioner.

Sh. Chandarmani, Authorized Officer with Sh. Prateek Kumar, Ld. Csl. for respondent.

The matter was taken up in the Pre Lok Adalat with the little divulgence with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No: 11-6/85(Lab)ID/2020/Shimla-Hira Government of Himachal Pradesh Department of Labour & Employment, dated 20th December, 2022, sent by the Deputy Labour Commissioner for adjudication, which was registered before this Court as Reference no. 08/2023, stood amicably resolved between the parties. Sh. Chandarmani Sharma, authorized officer for the respondent and petitioner who were also present in the Court have made separate statements. Sh. Chandarmani Sharma authorized officer has stated that the matter *i.e.* Industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Deputy Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of Rs. 95,428/- (Ninety five thousand four hundred twenty eight only) as lump sum compensation to the petitioner towards his full and final settlement which shall be paid by the respondent to the petitioner before the National Lok Adalat and nothing survived in the present reference.

Similar statement has been made by the petitioner who has accepted Rs. 95,428/- (Ninety five thousand four hundred twenty eight only) as full and final settlement amount.

Today when the case is taken up in the National Lok Adalat the sum of Rs. 95,428/- (Ninety five thousand four hundred twenty eight only) has been paid to the petitioner through cheque(s) no. 000283 amounting of Rs. 27,855/- and cheque no. 382760 amounting of Rs. 67,573/-.

Since, the matter stood amicably settled between the parties. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part

and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:**14.09.2024.**

Nisheet Sharma
(Member)

Indresh Thakur
(Member)

Anuja Sood
(Chairperson),
National Lok Adalat

Ref No. 11/2023

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024

14.09.2024**Present:**

Petitioner in person, with Sh. O.P. Chauhan, Ld. Csl. for the petitioner.

Sh. Chandarmani, Authorized Officer with Sh. Prateek Kumar, Ld. Csl. for respondent.

The matter was taken up in the Pre Lok Adalat with the little divulgence with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No: 11-6/85(Lab)ID/2020/Shimla-Ashish Government of Himachal Pradesh Department of Labour & Employment, dated 19th December, 2022, sent by the Deputy Labour Commissioner for adjudication, which was registered before this Court as Reference no. 11/2023, stood amicably resolved between the parties. Sh. Chandarmani Sharma, authorized officer for the respondent and petitioner who were also present in the Court have made separate statements. Sh. Chandarmani Sharma authorized officer has stated that the matter *i.e.* Industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Deputy Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of Rs. 97,859/- (ninety seven thousand eight hundred fifty nine only) as lump sum compensation to the petitioner towards his full and final settlement which shall be paid by the respondent to the petitioner before the National Lok Adalat and nothing survived in the present reference.

Similar statement has been made by the petitioner who has accepted Rs. 97,859/- (ninety seven thousand eight hundred fifty nine only) as full and final settlement amount.

Today when the case is taken up in the National Lok Adalat the sum of Rs. 97,859/- (ninety seven thousand eight hundred fifty nine only) has been paid to the petitioner through cheque(s) no. 000284 amounting of Rs. 36,488/- and cheque no. 382761 amounting of Rs. 61,371/-.

Since, the matter stood amicably settled between the parties. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and

parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:**14.09.2024.**

Nisheet Sharma
(Member)

Indresh Thakur
(Member)

Anuja Sood
(Chairperson),
National Lok Adalat

Ref No. 09/2023

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 14.09.2024

14.09.2024

Present: Petitioner in person, with Sh. O.P. Chauhan, Ld. Csl. for the petitioner.

Sh. Chandarmani, Authorized Officer with Sh. Prateek Kumar, Ld. Csl. for respondent.

The matter was taken up in the Pre Lok Adalat with the little divulgence with the intervention of this Court, the matter i.e. reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No: 11-6/85(Lab)ID/2020/Shimla-Bhumi Government of Himachal Pradesh Department of Labour & Employment, dated 20th December, 2022, sent by the Deputy Labour Commissioner for adjudication, which was registered before this Court as Reference no. 09/2023, stood amicably resolved between the parties. Sh. Chandarmani Sharma, authorized officer for the respondent and petitioner who were also present in the Court have made separate statements. Sh. Chandarmani Sharma authorized officer has stated that the matter *i.e.* Industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Deputy Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of Rs. 1,13,686/- (one lakh thirteen thousand six hundred eighty six only) as lump sum compensation to the petitioner towards his full and final settlement which shall be paid by the respondent to the petitioner before the National Lok Adalat and nothing survived in the present reference.

Similar statement has been made by the petitioner who has accepted Rs. 1,13,686/- (one lakh thirteen thousand six hundred eighty six only) as full and final settlement amount.

Today when the case is taken up in the National Lok Adalat the sum of Rs. 1,13,686/- (one lakh thirteen thousand six hundred eighty six only) has been paid to the petitioner through cheque(s) no. 000282 amounting of Rs. 35,230/- and cheque no. 382759 amounting of Rs. 78,456/-.

Since, the matter stood amicably settled between the parties. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part

and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
14.09.2024.

Nisheet Sharma
(Member)

Indresh Thakur
(Member)

Anuja Sood
(Chairperson),
National Lok Adalat

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

Reference No : 179 of 2019

Instituted on : 13.11.2019

Decided on : 19.09.2024

Vishal Garg, s/o Sh. Jasdev Singh, r/o Village & Post Office Ghel Kalan, Ambala City-134003. . . *Petitioner.*

Versus

The Factory Manager, M/s Pearl Polymers Limited, Khasra No. 512-513, Village Sandholi Opposite Cadbury, Baddi Nalagarh, District Solan, HP. . . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Praveen Chauhan, Adv.

For the respondent : Sh. Rajeev Sharma, Adv.

AWARD

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

“Whether Sh. Vishal Garg, s/o Sh. Jasdev Singh, r/o village & Post Office Ghel Kalan, Ambala City-134003, who was engaged as Assistant Manager (Excise) with the management of M/s Pearl Polymers Limited, Khasra No. 512-513, Village Sandholi, Opposite Cadbury, Baddi Nalagarh, District Solan, H.P. falls under the definition of “workman” as provided under Section 2 (s) of the Industrial Disputes Act, 1947? If yes, whether his termination from services by the Factory Manager, M/s Pearl Polymers Limited, Khasra No. 512-513, Village Sandholi, Opposite Cadbury, Baddi Nalagarh, district Solan w.e.f 10.11.2018 as alleged, is legal and justified? If not, what

relief including re-instatement, amount of back-wages, seniority, past service benefits and compensation the above aggrieved workman is entitled to from the above management?”

2. The facts which emerges from the statement of claim are that the petitioner was initially appointed as Assistant Manager (Excise) in the office of Pearl Polymers Limited, Khasra No. 512-513 Village Sandoli, Opposite Cadbury, Baddi, Nalagarh, District Solan (H.P.) on 15.06.2016 and he was getting salary of Rs. 31,650/- per month. The petitioner performed his duty diligently and to the utmost satisfaction of his superiors. The entire control of supervision and regulation of petitioner's service condition was either of Additional General Manager or Executive Director of the respondent. On 07.05.2018 the designation of the petitioner was changed to Assistant Manager (Commercial) from Assistant Manager (Excise) and *vide* letter dated 27.09.2018, the petitioner was transferred as Assistant Manager (Commercial) to Pantnagar, Pearl Polymers Limited, Plot No. 45, Sector-3, Pantnagar Industrial area, Rudherpur, Nainital Uttarakhand. Petitioner made representation to his higher authorities that since he has put in more than 2 years with the company and now he has been transferred to a distance of more than 700 K.M. from his home town without any increase in his salary as such it was impossible for him to join at his new place of posting. On such representation, the petitioner was informed that his transfer is only a stop gap arrangement for 7-8 days and he was asked to perform his duties at Pantnagar on stop gap arrangement *w.e.f.* 10.10.2018 to 18.10.2018. Petitioner obeyed the orders of his superiors and performed his duties at Pantnagar. After performing his duty at Pantnagar till 18.10.2018, petitioner returned back to his parent office at Baddi and joined his duties at Baddi office on 19.10.2018. On 06.11.2018, when the petitioner went to the respondent office at Baddi, he was not allowed to enter inside the main gate of the company and he was told that his services have been terminated *w.e.f.* 06.11.2018. The services of the petitioner were terminated illegally in utter violation of the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). Petitioner has also alleged that his salary for twenty two days has been withheld by the respondent/authorities. Petitioner has prayed through this claim that his oral termination order be set aside and the respondent be directed to re-instate the services of the petitioner with retrospective effect with all the consequential benefits.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply, in which preliminary objections of maintainability, petitioner has not come to the Court with clean hands, petitioner is not a “workman” under the Act as the petitioner was drawing salary of Rs. 4,20,000/- per annum as such the claim of the petitioner is against the provisions of the Act, the services of the petitioner have not been terminated by the respondent but the petitioner himself stopped reporting on duty at place of his posting after 06.11.2018. On merits, it was denied by the respondent that the transfer of the petitioner to Pantnagar was stop-gap arrangement and it was claimed that the petitioner had requested the respondent that he would report at Pantnagar after Deepawali. On the personal request of the petitioner, respondent allowed the petitioner to work for some days at Baddi and he worked up to 06.11.2018 and thereafter failed to report at Pant Nagar after Deepawali. It was averred that petitioner has withheld the material fact and prayed for the dismissal of the claim.

4. No rejoinder was filed.

5. On the pleadings, this Court formulated the following issues on 30.09.2022.

1. Whether the termination of services of the petitioner by the respondent management *w.e.f.* 10.11.2018, without complying the provisions of the Industrial Disputes Act, is illegal and unjustified? If yes, what relief the petitioner is entitled to? . . . *OPP.*

2. Whether the petitioner falls under the definition of workman, as provided under Section 2(s) of the Industrial Disputes Act, as alleged? . . *OPP*.
3. Whether the claim petition is neither competent nor maintainable in the present form, as alleged? . . *OPR*.
4. Relief.

6. The parties were given due opportunities to lead evidence, but despite several opportunities the petitioner did not appear into the witness box nor examined any witness in support of his claim as such the evidence of the petitioner stand closed *vide* order dated 10.09.2024. Whereas the learned counsel for the respondent *vide* separate statement has closed the evidence of the respondent without examining any witness.

7. I have heard Ld. Counsel for the parties and have 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 : No. Not entitled to any relief.

Issue No. 2 : No.

Issue No. 3 : No

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

REASONS FOR FINDINGS

Issues No.1 & 2.

9. The onus to prove issues no.1 & 2 are on the petitioner.

10. However despite granting ample opportunity to the petitioner, petitioner did not appear into the witness box nor examined any other witness in support of his case. So far as averments made in the claim are concerned, no document has been produced on record by the petitioner to prove his claim as such there is nothing on record which could establish that the petitioner fall under the definition of workman as provided under Section 2(s) of the Act. Further there is no averments either in the statement of claim nor any evidence has been led by the petitioner to prove on record that he had completed 240 days in preceding twelve months prior to his termination. Since, the petitioner has not appeared into the witness box to prove the averments as made in the statement of claim, issues no. 1 & 2 are decided against the petitioner.

Issue No.3

11. The onus to prove issue no. 3 is on the respondent. However, learned counsel for the respondent had closed the evidence of the respondent without examining any witness on behalf of the respondent *vide* his separate statement dated 10.09.2024. Thus, there is nothing on record to

establish on record as to how this petition is neither competent nor maintainable. In view of this issue no. 3 is decided against the respondent.

Relief

12. In view of my findings on issues no.1 to 3, above, the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed. 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 September, 2024.

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 : 147 of 2018

Instituted on : 06.08.2018

Decided on : 20.09.2024

Rajinder Kumar s/o Sh. Ram Krishan, r/o Village Kandi, P.O. Kairkoti, Tehsil & District Shimla, H.P. . . *Petitioner.*

Versus

The Principal Convent of Jesus and Merry, Navbahar, Shimla-2, H.P. . . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri G.N. Verma, Advocate

For the respondent : Shri Deepak Gupta, Advocate

AWARD

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

“Whether termination of services of Shri Rajinder Kumar s/o Sh. Ram Krishan, r/o Village Kandi, P.O. Kairkoti, Tehsil & District Shimla, H.P. by the Principal Convent of Jesus and Merry, Navbahar, Shimla-2, H.P. w.e.f. 18.04.2017 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not,

what relief including reinstatement, seniority, back wages and compensation the aggrieved workman is entitled to from the above employer/ management?"

2. The facts as emerge from the present claim are that the claimant/ petitioner who is handicapped person was engaged as Gardner (Mali) by the respondent on 15.02.2013 and he worked continuously upto 17.04.2017, when the respondent illegally terminated the services of the petitioner without complying with the provisions of Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). The respondent management always tried to dispense the service of the petitioner without any cause and attitude of the respondent towards the petitioner was very vindictive. Without conducting any enquiry, respondent dispensed with the services of the petitioner on 31.12.2017. Petitioner was getting salary of Rs. 8,750/- per month plus other benefits at the time of his termination. The petitioner has claimed that he has completed 240 days in each calendar year prior to his termination. Petitioner raised demand notice before Labour-cum-conciliation Officer Shimla zone, but the matter could not be amicably resolved and thereafter the reference was sent to this Court for adjudication. Petitioner has averred that now he has become over-age for any other employment and he has no source of income to support his large family. It has been prayed that the respondent school be directed to re-engage the petitioner from 17.04.2017 with all consequential benefits and seniority.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply, in which preliminary objections of maintainability, estoppel, claim of the petitioner is time barred, suppression of material facts and that the claim of the petitioner is not correct and true, were taken. On merits, it was averred by the respondent that the petitioner was engaged as Gardener (Mali) on temporary basis as daily wager. He was engaged on different posts during the leave period of regular employees. It was denied that the petitioner has completed 240 days in each calendar year or the respondent school has indulged in unfair labour practice or tried to dispense the services of the petitioner without any cause. It was reiterated that the petitioner was not a regular or contractual employee of the respondent school and his services were taken on daily wages basis for time being. Petitioner has left the school at his own after receiving the entire arrears of salary and he has joined as Gardner with Mahindra Club/ Hotel. It was denied that the services of the petitioner were terminated illegally and the attitude of the respondent is vindictive towards petitioner. It was claimed that the present claim petition has been preferred by him with some ulterior motive at this belated stage, which is not maintainable and prayed for dismissal of the petition.

4. Rejoinder to the reply was filed by the petitioner in which he denied the preliminary objections and reiterated the averments as made in the petition.

5. On the pleadings, this Court formulated the following issues on 05.11.2019 :

1. Whether the termination of the petitioner w.e.f. 31.12.2017 is violative of the provisions of Industrial Disputes Act, as alleged. If so to what relief the petitioner is entitled to? . . . *OPP.*
2. Whether the claim is not maintainable, as the petitioner is estopped from filing the claim on account of his acts, conducts, deeds and acquiescence as the petitioner was engaged on temporary basis and was engaged as a stop gap arrangement, as alleged? . . . *OPP.*
3. Whether the claim petition is time barred, 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 petitioner and Ld. Csl. for the respondent and have also gone through the record with care.

8. 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 : No

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

REASONS FOR FINDINGS

Issues No.1 & 2.

9. Both these issues are interlinked and inter-connected and can be disposed off by the same amount of discussion of evidence on record, as such both issues are taken up together. The onus to prove issue no.1 is on the petitioner whereas the onus to prove issue no. 2 is on the respondent.

10. The factual matrix of the case as set up by the petitioner, is that the petitioner was engaged as a regular Gardner by the respondent on 15.02.2013 and he worked continuously till 17.04.2017 and thereafter he was illegally terminated by the respondent. It is further the case of the petitioner that he had completed 240 days in each calendar year preceding to his illegal termination as such his termination is against the mandatory provisions of the Act.

11. On the other hand, the case which has been set-up by the respondent is that petitioner was engaged casually on temporary basis as and when the regular employee went on leave. It has been denied by the respondent that petitioner was regular employee and he had completed 240 days in each calendar year.

12. Coming to evidence led by the petitioner, petitioner 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 produced on record his unique disability I.D. Ex. PW-1/B.

13. During cross-examination he deposed that no appointment letter was issued to him by the respondent school. He also deposed that attendance record has not been summoned or produced in the Court. He deposed that his services were terminated on 17.04.2017 and further deposed that he had signed the claim petition after understanding the contents thereof which were duly explained to him in Hindi. He admitted that there is averment in the claim that his services were dispensed on 31.12.2017. He deposed that he is working with Club Mahindra since May 2017. He also deposed that application RX-1 bears his photo and signature. He further deposed that he had filed application before the Vegas Service Pvt. Ltd. in February, 2017, however he denied that he was

engaged as outsource employee by Vegas Services to provide services to the respondent school as per their requirement. He admitted that there is no personal animosity between him and the school.

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

15. In rebuttal, the respondent examined Sh. Santosh J Kurian, as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply, he also placed on record authority letter Ex. RW-1/B.

16. During cross-examination, he deposed that he has placed on record documents Ex. RX-1 pertaining to the employment of the petitioner with Vegas Services Pvt. Ltd. He admitted that no letter was issued for joining after petitioner abandoned the job from Vega Services Pvt. Ltd. He denied that the petitioner was on the rolls of the respondent since, 2013.

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

18. The case set up by the petitioner is that he was on regular rolls of the respondent, but there is nothing on record except a bald statement of the petitioner to prove this fact. Neither the petitioner has produced any appointment letter nor the attendance record of the school has been summoned to prove on record that he was on regular rolls of the respondent and had completed 240 days in each calendar year.

19. At the time of arguments it was argued by the learned counsel for the petitioner that it was for the respondent to prove that petitioner had not completed 240 days in each calendar year, but such arguments are without any force as the petitioner himself has not established on record that he had completed 240 days in each calendar year nor any witness or record from the respondent school was summoned to establish that he was working with the respondent school as Gardner since 2013.

20. So far the plea of Ld. Counsel for the petitioner that the period of employment/engagement of the petitioner has to be established by the employer is concerned, this argument has no force. In **Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195)**, it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In **M.P. Electricity Board v. Hariram (2004 (8) SCC 246)** the position was again reiterated in paragraph 11 as follows:

“The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in the case of Municipal Corporation, Faridabad v. Siri Niwas JT 2004 (7) SC 248 wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the nonproduction of certain relevant documents. This is what this Court had to say in that regard:

"A court of law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may

exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

21. In **Manager, Reserve Bank of India, Bangalore v. S. Mani and Ors. (2005(5) SCC 100)** a three-Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous. In **Batala Cooperative Sugar Mills Ltd. v. Sowaran Singh (2005 (7) Supreme 165)** it was held as follows:

"So far as the question of onus regarding working for more than 240 days is concerned, as observed by this Court in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25) the onus is on the workman."

22. Thus, in view of the above judgment it is clear that the onus was heavily on the petitioner to prove that he had completed 240 days in each calendar year since 2013, but the petitioner has miserably failed to prove on record that he had completed 240 days as Gardner with the respondent school.

23. Moreover, while filing the claim, petitioner has firstly mentioned in his claim that his services were terminated by the respondent on 17.04.2017 and thereafter he mentioned that his services were terminated on 31.12.2017. There is no explanation that why he has mentioned two dates of termination of his service in the claim petition. It has also come in the evidence of the petitioner that he has joined Club Mahindra since, 2017 and is working there continuously. Petitioner has also admitted that he had filed from Ex. RX-1 with Vegas Service Pvt. Ltd., in February, 2017. Petitioner has failed to explain that when he was on regular service of the respondent, then why he had applied with Vegas Agency through Ex. RX-1.

24. The stand taken by the respondent that petitioner was engaged by the respondent on temporary basis periodically, for various works and he was not a regular employee of the respondent has become plausible also stands establish on record that petitioner had not completed 240 days in any calendar year, as such there is no violation of mandatory provisions of the Act. Moreover, the dates of the termination mentioned by the petitioner are also contradictory. On the one hand, he has claimed that his services were terminated on 17.04.2017, whereas on the other hand he has claimed that his services were terminated on 31.12.2017. It is evident from the record that the demand notice was raised by the petitioner on 13.10.2017 after much delay, when he had already joined in Club Mahindra in the month of May, 2017 where he still working. Thus, the petitioner had not disclosed the true fact while filing the claim and as such is estopped from filing the claim on account of his acts and conduct. In view of the discussion made above issue no. 1 is decided in negative, whereas issue no. 2 decided affirmative.

Issue No.3

25. So far as issue No.3 is concerned, there is nothing on record to conclude that the petition is time barred. As per the reference, the services of the petitioner were terminated on 18.04.2017 and as per the claim his services were terminated either on 17.04.2017 or 31.12.2017 whereas the demand notice has been raised by the petitioner on 13.10.2017. The claim filed by the petitioner, thus cannot be held to be time barred and accordingly this issue is decided against the respondent.

Relief

26. In view of my findings on issues no.1 to 3, above, the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed. The reference is answered in the aforesaid terms. 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 20th day of September, 2024.

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

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

Reference Number : 36 of 2022
Instituted on : 14.02.2022
Decided on : 23.09.2024

Sanjay Kumar s/o Sh. Balkishan, r/o Village and Post Office Amboya, Tehsil Paonta Sahib,
District Sirmaur, H.P. . . . *Petitioner.*

Versus

The Occupier/ Factory Manager, M/s Biological E Pharmaceuticals Pvt. Ltd., Tehsil Paonta
Sahib, District Sirmaur, H.P.-173205 . . . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo
For the Respondent : Sh. Rahul Mahajan, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:

“Whether the termination of services Sanjay Kumar s/o Sh. Balkishan, r/o Village and Post Office Amboya, Tehsil Paonta Sahib, District Sirmaur, H.P. by the Occupier/ Factory Manager, M/s Biological E Pharmaceuticals Pvt. Ltd., Tehsil Paonta Sahib, District Sirmaur, H.P.-173205 w.e.f. 30.04.2021 without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief including

reinstatement of services, amount of back wages, past service benefits, and compensation the above ex-worker is entitled to from the above employers/ management?"

2. The case was listed for the cross-examination of the petitioner for today, though the petitioner had appeared into the witness box as PW-1 on 02.06.2023 and tendered his affidavit Ex. PW-1/A in evidence and had also produced confirmation letter along with salary slip Ex. P-2, demand notice Mark-PX-1, however, despite granting ample opportunities to the petitioner, he has failed to appear in the witness box for cross-examination, with regard to his affidavit Ex. PW-1/A. Since, the petitioner has not made himself available for cross-examination, the evidence led by way of affidavit, PW-1 cannot be considered as evidence on behalf of the petitioner. The case being called several times since morning the petitioner has failed to appear before this Court for cross-examination. As such, despite due notice of the date of hearing, the workman/petitioner has remained *ex parte*.

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) 'award' means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;"

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it

although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 30.04.2021 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is no evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman has not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 23rd day of September, 2024.

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

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

Reference No : 82 of 2023

Instituted on : 03.06.2023

Decided on : 24.09.2024

Sant Ram s/o Sh. Magi Ram, r/o Sh. Satish Kumar President District, Solan, H.P.
A.I.T.U.C, HQ #7, Omaxe Parkwoods Phase II, Chakkan Road, Baddi, District Solan, H.P.

. . . *Petitioner.*

Versus

The Managing Director, M/S SHRI SAI BALAJI PHARMATECH PVT. LTD., Plot no. 20,
Ext. HPSIDC Baddi, Tehsil Nalagarh, District Solan, H.P.

. . . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri J.C. Bhardwaj, AR

For the respondent : Ex-parte

AWARD

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

“Whether termination of the services of Sh. Sant Ram, s/o Sh. Magi Ram, r/o Sh. Satish Kumar President, District Solan, H.P. A.I.T.U.C, HQ #7, Omaxe Parkwoods Phase II, Chakkan Road, Baddi, District Solan, H.P. by the Managing Director, M/s SHRI SAI BALAJI PHARMATECH LTD., Plot no. 20, Ext. HPSIDC Baddi, Tehsil Nalagarh, District Solan, H.P. w.e.f. 02.06.2022 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief of reinstatement in services, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workman is entitled to from the above management?”

2. The facts as emerges from the statement of claim are that the petitioner was engaged by the respondent in the month of June, 2015 in Machine Section of the company as Operator and he was performing his duties sincerely with the respondent company and worked as such till his services were illegally terminated on 02.06.2022 without any cogent reason and justification. The petitioner has claimed that one of the Manager Sh. Gaurav Kumar forced the petitioner to submit his resignation but petitioner refused to do so and thereafter he was not allowed to enter the company premises by the said manager by stating that his services are no longer required in this factory as the same have already been terminated on 02.06.2022. Petitioner has claimed that he has worked for more than 240 days in every calendar year and also preceding twelve months prior to his illegal termination. Claim of the petitioner is that his services were illegally terminated in grave violation of the mandatory provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). Petitioner has also alleged that he was deprived from the statutory benefits like CPF (Contributory Provident Fund) and ESI. His last drawn salary was of Rs. 14,000/- per month. The petitioner has also alleged violation of Section 25-G and Section 25-H of the Act. It has been prayed by the petitioner that he be reinstated in the respondent company with retrospective effect from the date of his illegal termination with full back wages and other consequential service benefits.

3. Notice of this claim petition was sent to the respondent, however initially the respondent appear in the Court through counsel but thereafter when the case was taken on 28.02.2024, none appeared on behalf of the respondent and respondent was proceeded against ex parte.

4. Coming to evidence led by the petitioner. Petitioner stepped into the witness box as PW-1. He deposed that he was engaged as Machine Operator by the respondent company in the year, 2015 and worked up till 02.06.2022 continuously. He further deposed that he has completed 240 days in each calendar year with the respondent company. Respondent was making him to work 12 hours and when he demanded overtime payment, he was asked to submit his resignation. Petitioner further deposed that he was not allowed to join his duty and his services were orally terminated by the respondent without notice and payment of due compensation as required. He further deposed that his last drawn salary was Rs. 14,000/- per month and he is covered by the

definition of “Workman” under Section 2(S) of the Act. He further deposed that his services be reinstated with all consequential benefits.

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

6. So far as, the statement of the petitioner is concerned the same remained unrebutted as the respondent has not chosen to contest the claim filed by the petitioner and to lead evidence. It is the case of the petitioner that he was engaged as a machine operator by the respondent company in the year, 2015 and worked as such up till 02.06.2022 continuously. It is also the case of the petitioner that he had completed 240 days in each calendar year and also in preceding twelve calendar months prior to his illegal termination.

7. Retrenchment under Section 2 (oo) of the Act, is comprehensive enough to include all types of terminations of service, unless the termination falls within any of the exceptional categories mentioned therein. In the instant case, the statement of the petitioner which goes unrebutted would establish on record that he was engaged as machine operator by the respondent company in the year, 2015 and he worked continuously as such till 02.06.2022. He had completed 240 days in each calendar year, but the respondent has terminated the services of the petitioner orally. No action has been initiated against the petitioner by way of any disciplinary inquiry. Before, terminating the services of the petitioner, 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”.*

8. 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. Coming to the case in hand 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 *w.e.f.* 02.06.2022 is neither legal nor justified.

9. The second 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”.

10. To invoke this provision, the workman is not required to prove that he had worked for 240 days preceding to the date of his termination but it is sufficient for him to plead and prove that while terminating his services, the employer violated the rules of “last come first go”. The petitioner has not made any averments in the statement of claim and also did not utter a single word while appearing in the witness box that who are the newly engaged persons who were junior to him and when they joined the respondent company. Neither there is any evidence to establish on record that juniors have been retained by the respondent in violation of the provisions of Section 25-G of the Act nor there is anything on record to establish that the respondent has violated the principles of “last come first go” as such in the absence of any cogent evidence on record no violation of Sections 25-G has been established.

11. 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**.

12. In the case in hand the averments as made in the claim goes un rebutted. 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.”

13. In view of the above judgments, since the petitioner has averred in the statement of claim that he was not gainfully employed after his termination and respondent has not chosen to contest the claim, as such it is to be construed that respondent has nothing to say against this claim of the petitioner.

14. In view of my aforesaid discussion, the claim filed by the petitioner succeeds and is hereby allowed. The respondent company is directed to re-engage the petitioner in service from

02.06.2022 with seniority and continuity along-with full back-wages. The payment of back-wages shall be payable within a period of two months from the date of announcement of this award failing which the same shall carry interest @ 9% per annum. The reference is answered in the aforesaid terms.

15. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be consigned to records.

Announced in the open Court today on this 24th day of September, 2024.

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

24.9.2024

Present: Shri J.C Bhardwaj, AR for the petitioner

Ms. Deepa Suman, Advocate vice csl. Shri Ajay Dhiman, Advocate for the respondent.

Today, the case is listed for filing of reply on behalf of the respondent. However, at this stage, petitioner Shri Narendra Kumar has stated that he has settled the dispute with the respondent vide settlement Ex. C-A. He also stated that according to settlement he has received an amount of Rs. one lakhs through cheque no. 000871 dated 16.9.2024 today in the Court and now there is nothing due from the respondent and prayed that his case be decided accordingly. To this effect, the statement of the petitioner recorded separately.

Vide separate statement Shri Ajay Singhal, Registrar of the respondent university has admitted aforesaid statement of the petitioner to be correct as the respondent has settled the dispute with the petitioner vide settlement Ex. CA and now nothing survive in the present case and the same be disposed off accordingly.

Therefore, in view of the statements made by the petitioner and Registrar of respondent university, it is clear that both the parties have entered into a settlement amicably and now the petitioner is not interested to proceed further with this matter, therefore, nothing survive in this reference petition. The reference petition received from the appropriate Government is answered accordingly. The statements of both the parties as well as settlement Ex. CA shall form part and parcel of this award.

Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced in the open Court today on this 24th Day of September, 2024.

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

**BEFORE ANUJA SOOD, PRESIDING JUDGE, HP INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SHIMLA**

Reference Number : 133 of 2019

Instituted on : 17.09.2019

Decided on : 30.09.2024

Uma Shankar Yadav, c/o Dayanand Sarhotra, H.No. 176, Ward No. 3, P.O. Nalagarh,
District, Solan, H.P. . . *Petitioner.*

Versus

The Factory Manager, M/s Acme Generics LLP, Plot No. 115, HPSIDC, Industrial Area,
Davni, P.O. Gurumajra, Tehsil Nalagarh, District Solan, H.P. . . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For the Respondent : Sh. Ashok Thakur, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:

“Whether termination of the services Sh. Uma Shankar Yadav, c/o Dayanand Sarhotra, H.No. 176, Ward No. 3, P.O. Nalagarh, District, Solan, H.P. by the Factory Manager, M/s Acme Generics LLP, Plot No. 115, HPSIDC, Industrial Area, Davni, P.O. Gurumajra, Tehsil Nalagarh, District Solan, H.P. w.e.f. 04.10.2018 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 re-instatement, amount of back wages, seniority, past service benefits, and compensation the above worker is entitled to from the above employers/ management?”

2. Notice was issued to the petitioner on the previous date of hearing, however, it was returned back with the report that the addressee left the place. In the interest of justice, notice was issued to the counsel for the petitioner but the same has returned back with the report that the address is insufficient. Petitioner has not appeared in the Court for quite some time and the notices issued to the petitioner was also returned back with the report that the petitioner is left the address. Hence, it is to be presumed despite due notice of the date of hearing, the workman/petitioner has remained *ex parte*.

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

“(b) “award” means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;”

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called “The Industrial Disputes (Central) Rules, 1957.” Rule 10-B (9) reads thus:—

“10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex parte and decide the reference application in the absence of the defaulting party.”

5. Rule 22 reads thus:—

“Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”

6. The State of Himachal Pradesh has also framed rules called “The Industrial Disputes Rules, 1974.” Rule 25 thereof reads thus:—

“Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, in fact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services w.e.f. 04.10.2018 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is no evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman has not put in appearance before this Tribunal. In this view of the matter, the petitioner is not

entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 30th day of September, 2024.

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

ब अदालत सहायक समाहर्ता प्रथम श्रेणी, डलहौजी, जिला चम्बा (हि0 प्र0)

श्रीमती मोहिन्द्रा देवी पुत्री श्री जल्लो पुत्र जोती, निवासी मीहणू, डाकघर चूहन, तहसील डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—प्रार्थना-पत्र बराये नाम दुरुस्ती बारा इश्तहार।

उपरोक्त प्रार्थिन ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र अन्य कागजात इस आशय के साथ गुजारा है कि उनका सही नाम मोहिन्द्रा देवी है। उनके आधार कार्ड, ग्राम पंचायत चूहन में मोहिन्द्रा देवी सही दर्ज है, लेकिन मलकीयती भूमि मुहाल कण्डेई, पटवार वृत्त समलेउ में उनका नाम विदो पुत्री श्री जल्लो पुत्र जोती दर्ज है जोकि गलत है। जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थिन के नाम की दुरुस्ती बारे यदि किसी को कोई उजर/एतराज हो तो वह असालतन या वकालतन अधोहस्ताक्षरी की अदालत में दिनांक 21-03-2025 को या इससे पूर्व हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम दुरुस्ती के आदेश दे दिये जायेंगे।

आज दिनांक 21-02-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
डलहौजी, जिला चम्बा (हि0प्र0)।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी, डलहौजी, जिला चम्बा (हि0 प्र0)

श्रीमती मोहिन्द्रा देवी पुत्री श्री जल्लो पुत्र जोती, निवासी मीहणू, डाकघर चूहन, तहसील डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

बनाम

आम जनता

विषय.—प्रार्थना—पत्र बराये नाम दुरुस्ती बारा इश्तहार।

उपरोक्त प्रार्थिन ने अधोहस्ताक्षरी की अदालत में प्रार्थना—पत्र अन्य कागजात इस आशय के साथ गुजारा है कि उनका सही नाम मोहिन्द्रा देवी है। उनके आधार कार्ड, ग्राम पंचायत चूहन में मोहिन्द्रा देवी सही दर्ज है, लेकिन मलकीयती भूमि मुहाल मीहणू पटवार वृत्त चूहन में उनका नाम विदो पुत्री श्री जल्लो पुत्र जोती दर्ज है जोकि गलत है। जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थिन के नाम की दुरुस्ती बारे यदि किसी को कोई उजर/एतराज हो तो वह असालतन या वकालतन अधोहस्ताक्षरी की अदालत में दिनांक 21-03-2025 को या इससे पूर्व हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम दुरुस्ती के आदेश दे दिये जायेंगे।

आज दिनांक 21-02-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
डलहौजी, जिला चम्बा (हि0प्र0)।

ब अदालत श्री आयुब मोहम्मद, नायब तहसीलदार व कार्यकारी दण्डाधिकारी, उप—तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश

मिसल नं0 : 09 ना0 तह0/वाचक/उप तह0/तेलका/2025-131-32

दिनांक : 12-03-2025

चम्पा देवी पुत्री बलदेव राम, गांव बन्दोखी, डाकघर सालवा, उप—तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश वादिया।

बनाम

आम जनता एवं ग्राम पंचायत सालवा, विकास खण्ड सलूणी

प्रतिवादी।

विषय.—जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में प्राप्त दस्तावेज क्रमशः

1. जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या:—HFW-B&D/CMO-CBA/2024-3355 Dated 05-02-2025.

2. शपथ-पत्र
3. जन्म रिपोर्ट
4. अप्राप्यता प्रमाण-पत्र
5. आधार कार्ड
6. पैन कार्ड

जिसमें आवेदिका श्रीमती चम्पा देवी पुत्री बलदेव राम, गांव बन्दोखी, डाकघर सालवा, उप-तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदिका श्रीमती चम्पा देवी का नाम एवं जन्म दर्ज न हुआ है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ-पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण-पत्र जो दिनांक 05-02-2025 को जारी हुआ है उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि श्रीमती चम्पा देवी पुत्री बलदेव राम, गांव बन्दोखी, डाकघर सालवा, उप-तहसील तेलका, जिला चम्बा की जन्म तिथि 26-06-1976 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत से सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को किसी भी प्रकार की कोई आपत्ति हो तो वह इस अदालत में नोटिस (इशतहार) के एक माह के भीतर सुबह 10.00 से सायं 5.00 बजे तक अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदिका श्रीमती चम्पा देवी पुत्री बलदेव राम, गांव बन्दोखी, डाकघर सालवा की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव सालवा को पारित कर दिए जायेंगे।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
उप-तहसील तेलका, जिला चम्बा (हि0प्र0)।

**ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप-तहसील पुखरी,
जिला चम्बा, हिमाचल प्रदेश**

शकुन्तला पुत्री श्री गंगे राम, गांव भनुई, डाकघर सिढकुंड, उप-तहसील पुखरी, जिला चम्बा (हि0प्र0)
वादिता।

बनाम

आम जनता एवं ग्राम पंचायत सिढकुंड, विकास खण्ड चम्बा

प्रतिवादी।

विषय.—जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप-मण्डलाधिकारी (ना0) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 1311/2025, दिनांक 06-03-2025 के माध्यम से प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र-संख्या HFW-B&D/CMO-CBA/2024/4344, दिनांक 21-02-2025, (2) शपथ पत्र आवेदिका, (3) शपथ-पत्र वाशिन्दगान देह, (4) जन्म रिपोर्ट, (5) अप्राप्यता प्रमाण-पत्र, (6) परिवार रजिस्टर नकल, (7) आधार कार्ड, (8) राशन कार्ड जिसमें आवेदिका शकुन्तला पुत्री श्री गंगे राम, गांव भनुई, डाकघर सिढकुंड, ग्राम पंचायत सिढकुंड, उप-तहसील पुखरी, जिला चम्बा (हि0प्र0) की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणाम स्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदिका शकुन्तला पुत्री श्री गंगे राम, गांव भनुई, डाकघर सिढकुंड का नाम एवं जन्म तिथि दर्ज न हुआ है

जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ-पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण-पत्र जो दिनांक 21-02-2025 को जारी हुआ है, उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि शकुन्तला पुत्री श्री गंगे राम, गांव भनुई, डाकघर सिढकुंड, उप-तहसील पुखरी, जिला चम्बा की जन्म तिथि 02-07-1969 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को इस सम्बन्ध में कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के जारी होने के एक माह के भीतर अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदिका शकुन्तला पुत्री श्री गंगे राम, गांव भनुई, डाकघर सिढकुंड की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव सिढकुंड को पारित कर दिये जाएंगे।

आज दिनांक 10-03-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित / —
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
उप-तहसील पुखरी, जिला चम्बा (हि0प्र0)।

In the Court of Sh. Rakesh Sharma HPAS Sub-Divisional Magistrate, Exercising the Power of Marriage Office Nadaun, District Hamirpur (H.P.)

In the matter of:

1. Anmol Dhiman s/o Jaswant Singh, r/o Village Ratehra, Post Office & Tehsil Galore, District Hamirpur (H.P.).

2. Harman Saini d/o Kulwinder Singh, r/o Gali No.-2, Basant Vihar Rajpura, Post Office Rajpura, Distt. Patiala, PB.

Versus

General Public

Subject.— Notice for Registration of Marriage Under Special Marriage Act, 1954.

The above applicants have filed an application u/s 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they have solemnized their marriage on 06-02-2025 at Nirankari Darbar (Rawalpindi) Sector 21-B, Chandigarh 160022 and they are living as husband and wife since then, hence their marriage may be registered.

Therefore, the general public is hereby informed through this notice that if any person who have any objection regarding this marriage can file the objections personally or in writing before this office on or before 28-04-2025 at 11.00 A.M. The objection(s) after 28-04-2025 at 11.00 A.M. will not be entertain by this office and then the marriage will be registered accordingly as per the law prescribed.

Issued on this 11-03-2025 under my hand and seal of this office.

Seal.

RAKESH SHARMA (HPAS),
Sub Divisional Magistrate-cum-Marriage Officer,
Nadaun, Distt. Hamirpur (H.P.).

In the Court of Sh. Rakesh Sharma HPAS Sub-Divisional Magistrate, Exercising the Powers of Marriage Office Nadaun, District Hamirpur (H.P.)

In the matter of:

1. Shekhar s/o Raj Kumar, r/o Village Sankar, Post Office Jol Sappar, Tehsil Nadaun, District Hamirpur (H.P.).

2. Sonali Sharma d/o Janak Raj, r/o Village Balouni, Post Office Kirwin, Tehsil & District Hamirpur.

Versus

General Public

Subject.— Notice for Registration of Marriage Under Special Marriage Act, 1954.

The above applicants have filed an application u/s 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they have solemnized their marriage on 07-03-2025 at Shiv Mahadev Mandir, Village Purtiyala, Post Office Kohala, Tehsil Jawalamukhi and they are living as husband and wife since then, hence their marriage may be registered.

Therefore, the general public is hereby informed through this notice that if any person who have any objection regarding this marriage can file the objections personally or in writing before this office on or before 28-04-2025 at 11.00 A.M. The objection(s) after 28-04-2025 at 11.00 A.M. will not be entertain by this office and then the marriage will be registered accordingly as per the law prescribed.

Issued on this 10-03-2025 under my hand and seal of this office.

Seal.

RAKESH SHARMA (HPAS),
Sub Divisional Magistrate-cum-Marriage Officer,
Nadaun, Distt. Hamirpur (H.P.).

In the Court of Sh. Rakesh Sharma HPAS Sub-Divisional Magistrate, Exercising the Power, of Marriage Office Nadaun, District Hamirpur (H.P.)

In the matter of:

1. Sunil Kumar s/o Om Parkash, r/o Village & Post Office Bela, Tehsil Nadaun, District Hamirpur (H.P.).

2. Sushma Devi wd/o Rinku Kumar, r/o Village Gurehar, Post Office Khola, Tehsil Nadaun, District Hamirpur, H.P.

Versus

General Public

Subject.— Notice for Registration of Marriage Under Special Marriage Act, 1954.

The above applicants have filed an application u/s 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they have solemnized their marriage on 20-02-2025 at Maa Jhaniyari Devi Mandir, Village Jatheri, Post Office Jatheri, Hamirpur and they are living as husband and wife since then, hence their marriage may be registered.

Therefore, the general public is hereby informed through this notice that if any person who have anyobjection regarding this marriage can file the objections personally or in writing before this office on or before 26-04-2025 at 11.00 A.M. The objection(s) after 26-04-2025 at 11.00 A.M. will not be entertain by this office and then the marriage will be registered accordingly as per the law prescribed.

Issued on this 05-03-2025 under my hand and seal of this office.

Seal.

RAKESH SHARMA (HPAS),
Sub Divisional Magistrate-cum-Marriage Officer,
Nadaun, Distt. Hamirpur (H.P.).

In the Court of Sh. Rakesh Sharma HPAS Sub-Divisional Magistrate, Exercising the Power, of Marriage Office Nadaun, District Hamirpur (H.P.)

In the matter of:

1. Parveen Kumar s/o Piar Chand, r/o Village Dhoin Da Panga, Post Office Kangoo, Tehsil Nadaun, District Hamirpur (H.P.).

2. Priyanka d/o Deshveer, r/o Village Ghagoon, Post Office Ghagoon, Tehsil Nadaun, District Hamirpur, H.P.

Versus

General Public

Subject.— Notice for Registration of Marriage Under Special Marriage Act, 1954.

The above applicants have filed an application u/s 16 of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they have solemnized their marriage on 06-03-2025 at Sada Shiv Mandir Dhunsar Mahadev Charitable Trust Una and they are living as husband and wife since then, hence their marriage may be registered.

Therefore, the general public is hereby informed through this notice that if any person who have any objection regarding this marriage can file the objections personally or in writing before this office on or before 28-04-2025 at 11.00 A.M. The objection(s) after 28-04-2025 at 11.00 A.M. will not be entertain by this office and then the marriage will be registered accordingly as per the law prescribed.

Issued on this 11-03-2025 under my hand and seal of this office.

Seal.

RAKESH SHARMA (HPAS),
Sub Divisional Magistrate-cum-Marriage Officer,
Nadaun, Distt. Hamirpur (H.P.).

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Bhoranj,
Distt. Hamirpur (H. P.)**

1. Sh. Akshay Kumar s/o Sh. Deep Chand, Village Bailag, P.O. Jijwin, Tehsil Bhoranj, District Hamirpur, age 29 year old.

2. Khusbhu d/o Sh. Bhagat Ram, Village Dandor, P.O. Thana Kashoga, Tehsil Nahan, District Sirmaur, H.P. aged 25 years old.

Versus

General Public

Sh. Akshay Kumar s/o Sh. Deep Chand, Village Bailag, P.O. Jijwin, Tehsil Bhoranj, District Hamirpur, H.P. & Khusbhu d/o Sh. Bhagat Ram, Village Dandor, P.O. Thana Kashoga, Tehsil Nahan, District Sirmaur, H.P. have filed an application alongwith affidavits in this court under section 16 of Special Marriage Act, 1954 (Central Act) as amended by the Marriage Laws (Amendment Act 01, 49 of 2001) that they have solemnized their marriage ceremony on dated 09-03-2025 at Shiv Mandir, Village Rasoh, P.O. Dera Parol, Tehsil Bhoranj, Distt. Hamirpur as per Hindu Rites and Customs and they are living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or in writing before this court on or before 22-04-2025. After that no objections will be entertained and marriage will be registered accordingly.

Issued today on 10-03-2025 under my hand and seal of the court.

Seal.

Sd/-
Marriage Officer-cum-Sub-Divisional Magistrate,
Bhoranj, Distt. Hamirpur (H.P.).

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Bhoranj,
Distt. Hamirpur (H. P.)**

1. Sh. Sunny Kumar s/o Sh. Rikkhi Ram, Village Khuthari, P.O. Khuthari, Tehsil Bhoranj, District Hamirpur, H.P. age 30 years old.

2. Anju Kumari d/o Jaggo Das, Village & P.O. Baziadpur, Tehsil & Samastipur Bihar, Hal Rouke Kalan, P.O. Badani, Distt. Moga, Punjab aged 21 years old.

Versus

General Public

Sh. Sunny Kumar s/o Sh. Rikkhi Ram, Village Khuthari, P.O. Khuthari, Tehsil Bhoranj, District Hamirpur, H.P. & Anju Kumari d/o Jaggo Das, Village & P.O. Baziadpur, Tehsil & Samastipur Bihar, Hal Rouke Kalan, P.O. Badani, Distt. Moga, Punjab have filed an application alongwith affidavits in this court under section 16 of Special Marriage Act, 1954 (Central Act) as amended by the Marriage Laws (Amendment Act 01, 49 of 2001) that they have solemnized their marriage ceremony on dated 13-12-2024 at VPO Khuthari, Tehsil Bhorang, Distt. Hamirpur as per Hindu Rites and Customs and they are living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or in writing before this court on or before 22-04-2025. After that no objections will be entertained and marriage will be registered accordingly.

Issued today on 10-03-2025 under my hand and seal of the court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,
Bhoranj, Distt. Hamirpur (H.P.).*

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Bhoranj,
Distt. Hamirpur (H. P.)**

1. Ritik Roshan s/o Sh. Puran Chand, Village Taranu, P.O. Batheri, Sub-Tehsil Kataula, District Mandi, H.P. age 22 years old.

2. Riya Kumari d/o Sh. Kamlesh Kumar, Village Kot Masanda, P.O. Bhareri, Tehsil Bhoranj, District Hamirpur age 18 years old.

Versus

General Public

Subject.—Notice of intendend Marriage.

Ritik Roshan and Riya Kumari have filed an application u/s of Special Marriage Act, 1954 alongwith affidavits and supporting documents in the count of undersigned in which they have stated that they intend to solemnize their marriage within next three calendar months.

Therefore, the general public is hereby informed through this notice that any person who having any objection regarding this marriage can file the objection personally or in writing before this court on or before 21-04-2025. In case no objection is received by 21-04-2025 it will be presumed that there is no objections to the above said marriage and the same will allowed accordingly.

Issued today on 06-03-2025 under my hand and seal of the court.

Seal.

Sd/-
*Marriage Officer-cum-Sub-Divisional Magistrate,
Bhoranj, Distt. Hamirpur (H.P.).*

**In the Court of Naib Tehsildar-cum-Executive Magistrate, Dhatwal at Bijhari,
Distt. Hamirpur (H.P.)**

In the matter of :

Hoshiar Singh

Versus

General Public

Notice to General Public.

Shri Hoshiar Singh s/o Sh. Devia Ram, r/o Village & P.O. Sohari, Tehsil Dhatwal at Bijhari, Distt. Hamirpur (H.P.) has applied in this office for the entry of his date of birth which has taken place on 01-04-1969 but due to ignorance the same could not be entered in the record of Gram Panchayat Sohari. The applicant in support of the facts of the event has submitted the requisite documents and the same have been perused accordingly.

General public is hereby informed through this notice that if any person having any objection regarding the entry of date of birth of the applicant which is 01-04-1969, they can file their objections either in writing or through their counsel within a period of 30 days from the date of issue of this notice, if no objection is received from any person regarding the date of birth which is 01-04-1969 the same will be registered accordingly.

Issued under my hand and seal of the court on 12-03-2025.

Seal.

Sd/-
*Executive Magistrate-cum- Naib Tehsildar,
Dhatwal at Bijhari, District Hamirpur (H.P.).*

**ब अदालत पूजा अधिकारी (हि0प्र0से0) कार्यकारी दण्डाधिकारी, तहसील कांगड़ा,
जिला कांगड़ा (हि0प्र0)**

मिसल नं0
11 / 2025

तारीख दायरा
12-03-2025

तारीख पेशी
07-04-2025

प्रार्थिया श्रीमती सरोजनी देवी पुत्री मेघ राज, निवासी गावं पैहग, डाकघर सौहड़ा, तहसील व जिला कांगड़ा, हि0 प्र0।

बनाम

आम जनता

प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण बारे।

प्रार्थिया श्रीमती सरोजनी देवी पुत्री मेघ राज, निवासी गावं पैहग, डाकघर सौहड़ा, तहसील व जिला कांगड़ा, हि0 प्र0 ने प्रार्थना-पत्र बाबत जन्म तारीख पंजीकरण प्रस्तुत किया है जिसमें प्रार्थिया द्वारा आग्रह किया गया है कि उसका जन्म दिनांक 03-08-1950 को हुआ है लेकिन उक्त जन्म तारीख ग्राम पंचायत सौहड़ा के रिकार्ड में दर्ज न हो सकी। अतः उक्त तारीख को दर्ज करने के आदेश जारी किए जाएं।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि उक्त जन्म तारीख पंजीकरण के बारे किसी को कोई एतराज हो तो दिनांक 07-04-2025 को दोपहर समय 2.00 बजे अधोहस्ताक्षरी के समक्ष हाजिर आकर अपना एतराज प्रस्तुत कर सकता है। एतराज प्राप्त न होने की सूरत में प्रार्थना-पत्र पर नियमानुसार कार्यवाही की जाएगी।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / -
पूजा अधिकारी (हि0प्र0से0),
कार्यकारी दण्डाधिकारी,
तहसील कांगड़ा, जिला कांगड़ा (हि0प्र0)।

**ब अदालत पूजा अधिकारी (हि0प्र0से0) सहायक समाहर्ता प्रथम श्रेणी, तहसील कांगड़ा,
जिला कांगड़ा (हि0प्र0)**

मिसल नं0
08 / 2024 / तह0

तकसीम

तारीख पेशी
23-04-2025

सतपाल

बनाम

हरि सिंह आदि।

प्रार्थना-पत्र तकसीम जेर धारा 123 हि0प्र0 भू-राजस्व अधिनियम, बाबत भूमि खाता नं0 52, खतौनी नं0 57, खसरा नम्बर 66, 67, 64, 65, 57, कित्ता 5, रकबा 0-43-68 हैक्टेयर, स्थित महाल जटेहड़, मौजा जलाड़ी, पटवार वृत्त जलाड़ी, जमाबन्दी साल 2021-21, तहसील व जिला कांगड़ा।

इशतहार/मुश्री मुनादी।

उपरोक्त तकसीम प्रकरण इस अदालत में जेरे समायत है। प्रत्यार्थीगण हरि सिंह पुत्र लिखू पुत्र रिड़कू, निवासी महाल समेला, तहसील व जिला कांगड़ा। जगजीत सिंह, दलजीत सिंह, रणजीत सिंह, गुरनाम सिंह, वलदेव सिंह, भुपिन्दर सिंह पुत्र ज्ञान सिंह, मनविन्दर सिंह, वलविन्दर सिंह पुत्र सर्वजीत सिंह पुत्र विशन सिंह, जगरूप सिंह पुत्र सून्का पुत्र गुरदित्ता, अमरो पुत्र खैमदी पुत्र कहणू, संजय कुमार, सुरिन्दर कुमार, सोहन लाल, कमल कुमार पुत्र व कुमारी चन्द्रेश पुत्री व श्रीमती लीला देवी विधवा प्रशोतम लाल पुत्र चेतू, ओम प्रकाश, मिलखी राम, प्रवीन कुमार पुत्र व सर्वश्रीमती निर्मला देवी, जयकौर सुमना देवी, पिन्की देवी व श्रीमती नीलम कुमारी विधवा व अमर कुमार पुत्र हरवंश लाल समस्त निवासी महाल जटेहड़ मौजा जलाड़ी, तहसील व जिला कांगड़ा, सुरिन्दर कुमार पुत्र व श्रीमती सन्दला देवी विधवा प्रकाश चन्द पुत्र जहला राम, मनोहर लाल पुत्र हरि चन्द, उत्तम चन्द, कुलदीप कुमार पुत्र व श्रीमती लक्ष्मी देवी पत्नी राजू पुत्र परमा, प्रशोतम लाल, जोधाराम पुत्र परमा नंद पुत्र किरलू, रमेश चन्द, जीवन कुमार, रवी कुमार, अशनी कुमार पुत्र व कुमारी पिकी पुत्री व श्रीमती कान्ता देवी विधवा चमारू पुत्र जैसी राम, रूप लाल पुत्र व श्रीमती राजदेई पुत्री श्रीमती वन्तो पत्नी जैसी राम, निवासी महाल जटेहड़, मौजा जलाड़ी, तहसील व जिला कांगड़ा, संजीव कुमार, सुनील कुमार, अनिल कुमार, गिरधारी लाल, अरुण कुमार पुत्र प्रकाश चन्द समस्त निवासी महाल जटेहड़, मौजा जलाड़ी, तहसील व जिला कांगड़ा को इस अदालत द्वारा समन जारी किए गए लेकिन उक्त प्रतिवादी हाजिर अदालत न आ रहे हैं। जिससे इस अदालत को पूर्ण विश्वास हो चुका है कि उपरोक्त प्रतिवादी की इत्तलाह साधारण तरीके से न हो सकती है अतः इस इशतहार/मुश्री मुनादी द्वारा तामील करवाई जाती है।

अतः उपरोक्त फरीकैन को इस इशतहार द्वारा सूचित किया जाता है कि वह असालतन या वकालतन दिनांक 03-04-2025 को बाद दोपहर 2.00 बजे अधोहस्ताक्षरी की अदालत में हाजिर आकर अपना एतराज इस तकसीम बारे पेश कर सकते हैं। हाजिर न आने की सूरत में नियमानुसार प्रार्थना-पत्र पर कार्यवाही अमल में लाई जाएगी।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
पूजा अधिकारी (हि0प्र0से0),
सहायक समाहर्ता प्रथम श्रेणी,
कांगड़ा, जिला कांगड़ा (हि0प्र0)।

ब अदालत पूजा अधिकारी (हि0प्र0से0) सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, कांगड़ा,
तहसील व जिला कांगड़ा (हि0प्र0)

मिसल नं0
36/25/TEH

तारीख दायरा
06-03-2025

तारीख पेशी
05-03-2025

प्रार्थी ओम प्रकाश पुत्र रिड़ू, निवास महाल नागन, मौजा इच्छी, तहसील व जिला कांगड़ा, हि0 प्र0।

बनाम

आम जनता

प्रार्थना-पत्र जेर धारा 37(2) भू-राजस्व अधिनियम, 1954 के अन्तर्गत नाम दुरुस्ती करवाने बारे।

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी के समक्ष नाम दुरुस्ती हेतु प्रार्थना-पत्र प्रस्तुत किया है। प्रार्थी द्वारा आग्रह किया गया है कि महाल गगल खास, पटवार वृत्त गगल, तहसील व जिला कांगड़ा, हि0 प्र0 के राजस्व

रिकार्ड में उसके दादा का नाम जहलू दर्ज है जोकि गलत है जबकि अन्य कागजात में प्रार्थी के दादा का नाम राम सावण मल दर्ज है जोकि सही है। अतः राजस्व रिकार्ड में प्रार्थी के दादा का नाम जहलू की बजाए सावण मल जमाबन्दी महाल गगल खास दर्ज किया जाए।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि इस नाम दुरुस्ती बारे किसी को कोई एतराज हो तो अधोहस्ताक्षरी के समक्ष दिनांक 05-03-2025 को हाजिर आकर अपना एतराज प्रस्तुत कर सकते हैं। निर्धारित अवधि तक एतराज प्राप्त न होने पर नियमानुसार कार्यवाही अमल में लाई जाएगी।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
कांगड़ा, तहसील व जिला कांगड़ा (हि0प्र0)।

ब अदालत पूजा अधिकारी (हि0प्र0से0) कार्यकारी दण्डाधिकारी, तहसील कांगड़ा,
जिला कांगड़ा (हि0प्र0)

मिसल नं0
10/2025

तारीख दायरा
06-03-2025

तारीख पेशी
04-04-2025

प्रार्थी माया दास पुत्र वसन्त सिंह, निवासी गांव बन्दल, डा0 पलेरा, तहसील व जिला कांगड़ा,
हि0 प्र0।

बनाम

आम जनता

प्रार्थना—पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण बारे।

प्रार्थी माया दास पुत्र वसन्त सिंह, निवासी गांव बन्दल, डा0 पलेरा, तहसील व जिला कांगड़ा, हि0 प्र0 ने प्रार्थना—पत्र बाबत जन्म तारीख पंजीकरण प्रस्तुत किया है प्रार्थी द्वारा आग्रह किया गया है कि उसके बेटे कर्ण पुत्र माया दास का जन्म दिनांक 05-03-2019 को हुआ है लेकिन उक्त जन्म तारीख ग्राम पंचायत पलेरा के रिकार्ड में दर्ज न हो सकी। अतः उक्त तारीख को दर्ज करने के आदेश जारी किए जाएं।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि उक्त जन्म तारीख पंजीकरण के बारे किसी को कोई एतराज हो तो दिनांक 04-04-2025 को दोपहर समय 2.00 बजे अधोहस्ताक्षरी के समक्ष हाजिर आकर अपना एतराज प्रस्तुत कर सकता है। एतराज प्राप्त न होने की सूरत में प्रार्थना—पत्र पर नियमानुसार कार्यवाही की जाएगी।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
पूजा अधिकारी (हि0प्र0से0),
कार्यकारी दण्डाधिकारी,
तहसील कांगड़ा, जिला कांगड़ा (हि0प्र0)।

**ब अदालत सहायक समाहर्ता प्रथम श्रेणी, तहसीलदार फतेहपुर,
जिला कांगड़ा (हि0प्र0)**

श्रीमती रतना कुमारी पुत्री विजय सिंह, निवासी गांव पट्टा जाटियां, डाकघर जखाड़ा फतेहपुर, तहसील फतेहपुर, जिला कांगड़ा (हि0प्र0) प्रार्थिया।

बनाम

आम जनता

फरीकदोयम।

प्रार्थना—पत्र जेर धारा 13(3) जन्म व मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत पट्टा जाटियां में जन्म पंजीकरण करने बारे।

श्रीमती रतना कुमारी पुत्री विजय सिंह, निवासी गांव पट्टा जाटियां, डा0 जखाड़ा फतेहपुर, तहसील फतेहपुर, जिला कांगड़ा, (हि0प्र0) ने अदालत हजा में एक प्रार्थना—पत्र बाबत ग्राम पंचायत पट्टा जाटियां के जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत अपनी जन्म तिथि दर्ज करने बारे गुजारा है। प्रार्थिया ने निवेदन किया है कि उसका जन्म 15-02-1938 को हुआ है परन्तु ग्राम पंचायत पट्टा जाटियां के जन्म एवं मृत्यु रजिस्टर में जन्म तिथि नियमानुसार समय पर पंजीकृत नहीं करवाई गई है। इसलिए अब ग्राम पंचायत पट्टा जाटियां को जन्म पंजीकरण करने के आदेश दिये जायें।

अतः सर्वसाधारण को इस इश्तहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थिया की जन्म तिथि पंजीकरण करने बारा कोई उजर व एतराज हो तो वह दिनांक 27-03-2025 को प्रातः 10.00 बजे असातन या वकालतन हाजिर होकर अपना एतराज लिखित रूप में पेश करें। अन्यथा प्रार्थिया का जन्म पंजीकृत करने बारा आदेश पारित कर दिया जायेंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 10-03-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
फतेहपुर, जिला कांगड़ा (हि0प्र0)।

**ब अदालत सहायक समाहर्ता प्रथम श्रेणी, तहसीलदार फतेहपुर,
जिला कांगड़ा (हि0प्र0)**

श्री शशी कुमार पुत्र दूनी चंद, निवासी गांव वदनाहड़, डाकघर हौरी देवी, तहसील फतेहपुर, जिला कांगड़ा (हि0प्र0) प्रार्थी।

बनाम

आम जनता

फरीकदोयम।

प्रार्थना—पत्र जेर धारा 13(3) जन्म व मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत वगडोली में जन्म पंजीकरण रजिस्टर करने बारे।

श्री शशी कुमार पुत्र दूनी चंद, निवासी गांव वदनाहड, तहसील फतेहपुर, जिला कांगड़ा (हि0प्र0) ने अदालत हजा में एक प्रार्थना-पत्र बाबत ग्राम पंचायत वगडोली के जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत अपनी बेटी महक शर्मा की जन्म तिथि दर्ज करने बारे गुजारा है। प्रार्थी ने निवेदन किया है कि उनकी बेटी का जन्म 25-01-2009 को हुआ है परन्तु ग्राम पंचायत वगडोली के जन्म एवं मृत्यु रजिस्टर में जन्म तिथि नियमानुसार समय पर पंजीकृत नहीं करवाई गई है। इसलिए अब ग्राम पंचायत वगडोली को जन्म पंजीकरण करने के आदेश दिये जायें।

अतः सर्वसाधारण को इस इशतहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थी की बेटी की जन्म तिथि पंजीकरण करने बारा कोई उजर व एतराज हो तो वह दिनांक 28-03-2025 को प्रातः 10.00 बजे असालतन या वकालतन हाजिर होकर अपना एतराज लिखित रूप में पेश करें। अन्यथा प्रार्थी की बेटी का जन्म पंजीकृत करने बारा आदेश पारित कर दिया जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 10-03-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
फतेहपुर, जिला कांगड़ा (हि0प्र0)।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी, तहसीलदार फतेहपुर,
जिला कांगड़ा (हि0प्र0)

श्रीमती सन्धीया देवी पुत्री मुन्शी राम, निवासी गांव भटेकी, डाकघर धमेटा, तहसील फतेहपुर, जिला कांगड़ा (हि0प्र0) प्रार्थिया।

बनाम

आम जनता

फरीकदोयम।

प्रार्थना-पत्र जेर धारा 13(3) जन्म व मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत धमेटा में जन्म पंजीकरण करने बारे।

श्रीमती सन्धीया देवी पुत्री मुन्शी राम, निवासी गांव भटेकी, डाकघर धमेटा, तहसील फतेहपुर, जिला कांगड़ा (हि0प्र0) ने अदालत हजा में एक प्रार्थना-पत्र बाबत ग्राम पंचायत धमेटा के जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत अपनी जन्म तिथि दर्ज करने बारे गुजारा है। प्रार्थिया ने निवेदन किया है कि उसका जन्म 01-07-1950 को हुआ है परन्तु ग्राम पंचायत धमेटा के जन्म एवं मृत्यु रजिस्टर में जन्म तिथि नियमानुसार समय पर पंजीकृत नहीं करवाई गई है। इसलिए अब ग्राम पंचायत धमेटा को जन्म पंजीकरण करने के आदेश दिये जायें।

अतः सर्वसाधारण को इस इशतहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को प्रार्थिया की जन्म तिथि पंजीकरण करने बारा कोई उजर व एतराज हो तो वह दिनांक 28-03-2025 को प्रातः 10.00 बजे असालतन या वकालतन हाजिर होकर अपना एतराज लिखित रूप में पेश करें। अन्यथा प्रार्थिया का जन्म पंजीकृत करने बारा आदेश पारित कर दिया जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 10-03-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
फतेहपुर, जिला कांगड़ा (हि0प्र0)।

ब अदालत तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील खुण्डियां, जिला कांगड़ा (हि0प्र0)

केस नं० : 01/B/T/2025

तारीख पेशी : 08-04-2025

आशा राणा पुत्री श्री जय सिंह, निवासी गांव जुजपुर, डाकघर गलोटी, तहसील खुण्डियां, जिला कांगड़ा (हि0प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा.—जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के तहत जन्म तिथि का पंजीकरण करने बारे।

प्रार्थिया आशा राणा पुत्री श्री जय सिंह, निवासी गांव जुजपुर, डाकघर गलोटी, तहसील खुण्डियां, जिला कांगड़ा (हि0प्र0) ने स्वयं उपस्थित होकर प्रार्थना-पत्र प्रस्तुत किया है कि उसका जन्म दिनांक 01-11-1972 को हुआ है परन्तु गलती से ग्राम पंचायत पीहडी के अभिलेख में उसकी जन्म तिथि दर्ज नहीं हुई है जिसको ग्राम पंचायत पीहडी के अभिलेख में दर्ज किया जाना अनिवार्य है।

अतः सर्वसाधारण को सुनवाई हेतु बजरिया इश्तहार व मुस्त्री मुनादी द्वारा सूचित किया जाता है कि इस सम्बन्ध में किसी प्रकार का उजर/एतराज हो तो वह दिनांक 08-04-2025 को असालतन व वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेरे समायत न होगा तथा प्रार्थिया का नाम आशा राणा पुत्री श्री जय सिंह, निवासी गांव जुजपुर, डाकघर गलोटी की जन्म तिथि दिनांक 01-11-1972 जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के तहत ग्राम पंचायत पीहडी के अभिलेख में दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 03-03-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, शाहपुर, जिला कांगड़ा (हि0 प्र0)

मुकद्दमा : इन्द्राज जन्म तिथि

पेशी : 27-03-2025

श्रीमती सलोचना देवी पुत्री श्री दलीप चन्द, निवासी गांव धनोदू, तहसील शाहपुर, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

विषय.—जन्म एवं मृत्यु पंजीकरण अधिनियम की जेर धारा 13(3) पुनरावलोकित 1969 के तहत जन्म प्रमाण-पत्र लेने बारे प्रार्थना-पत्र।

उपरोक्त मुकद्दमा बारे प्रार्थिया ने इस न्यायालय में प्रार्थना-पत्र गुजारा है जिसमें लिखा है कि उसका जन्म दिनांक 16-08-1964 को गांव धनोटू, तहसील शाहपुर में हुआ है, लेकिन अज्ञानतावश जन्म तिथि ग्राम पंचायत डुढम्ब के रिकार्ड में दर्ज न हो सकी है। प्रार्थिया उक्त जन्म तिथि को दर्ज करवाना चाहती है।

अतः उक्त प्रार्थना-पत्र के सन्दर्भ में यदि आम जनता या अन्य किसी को उक्त जन्म तिथि को ग्राम पंचायत डुढम्ब के रिकार्ड में दर्ज करवाने बारे कोई एतराज हो तो वह असालतन या वकालतन इस अदालत में दिनांक 27-03-2025 को दोपहर बाद 02.00 बजे हाजिर आ सकता है। हाजिर न आने की स्थिति में एकतरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिए जाएंगे और बाद में कोई भी उजर या एतराज जेरे समायत न होगा।

आज दिनांक को मेरी मोहर व हस्ताक्षर सहित जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी,
शाहपुर, जिला कांगड़ा, हिमाचल प्रदेश।

ब अदालत कार्यकारी दण्डाधिकारी, शाहपुर, जिला कांगड़ा (हि0 प्र0)

मुकद्दमा : इन्द्राज जन्म तिथि

पेशी : 27-03-2025

श्रीमती राज कुमारी पुत्री श्री रतन चन्द, निवासी गांव बसनूर, तहसील शाहपुर, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

विषय.—जन्म एवं मृत्यु पंजीकरण अधिनियम की जेर धारा 13(3) पुनरावलोकित 1969 के तहत जन्म प्रमाण-पत्र लेने बारे प्रार्थना-पत्र।

उपरोक्त मुकद्दमा बारे प्रार्थिया ने इस न्यायालय में प्रार्थना-पत्र गुजारा है जिसमें लिखा है कि उसका जन्म दिनांक 15-09-1964 को गांव बसनूर, तहसील शाहपुर में हुआ है, लेकिन अज्ञानतावश जन्म तिथि ग्राम पंचायत बसनूर के रिकार्ड में दर्ज न हो सकी है। प्रार्थिया उक्त जन्म तिथि को दर्ज करवाना चाहती है।

अतः उक्त प्रार्थना-पत्र के सन्दर्भ में यदि आम जनता या अन्य किसी को उक्त जन्म तिथि को ग्राम पंचायत बसनूर के रिकार्ड में दर्ज करवाने बारे कोई एतराज हो तो वह असालतन या वकालतन इस अदालत में दिनांक 27-03-2025 को दोपहर बाद 02.00 बजे हाजिर आ सकता है। हाजिर न आने की स्थिति में एकतरफा कार्यवाही अमल में लाई जाकर आगामी आदेश पारित कर दिए जाएंगे और बाद में कोई भी उजर या एतराज जेरे समायत न होगा।

आज दिनांक को मेरी मोहर व हस्ताक्षर सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
शाहपुर, जिला कांगड़ा, हिमाचल प्रदेश।

ब अदालत समाहर्ता व उपमण्डल अधिकारी (ना0) जयसिंहपुर, जिला कांगड़ा (हि0प्र0)

क्रमांक 362/उ.म.ज./रीडर

दिनांक : 24-02-2025

मुकद्दमा नं0 : 09/M/20

तारीख दायर : 02-11-2020

तारीख पेशी : 07-04-2025

ब्रह्मी देवी बनाम साहिल मेहता व अन्य।

विषय.—अपील प्रकरण विरुद्ध इंतकाल नम्बर 479, दिनांक 06-03-2020, मुकद्दमा नम्बर 09/M/20, भूमि इंतकाल जेर धारा 14, हिमाचल प्रदेश भू-राजस्व अधिनियम, 1954, बाबत खाता नम्बर 161, खतौनी 196, खसरा कित्ता 19, रकबा तादादी 01-72-89 हैक्टेयर, खाता नम्बर 173, खतौनी 209, खसरा नम्बर 1718/1, रकबा तादादी 00-01-93 हैक्टेयर, खाता नम्बर 181, खतौनी 218, खसरा कित्ता 4, रकबा तादादी 00-25-99 हैक्टेयर व खाता नम्बर 220, खतौनी 273, खसरा नम्बर 1702/1, कित्ता 1, रकबा तादादी 00-00-75 हैक्टेयर स्थित महाल कोसरी खास, मौजा कोसरी, तहसील जयसिंहपुर, जिला कांगड़ा, हि0प्र0, मुताबिक जमाबन्दी वर्ष 2017-18.

नोटिस मुश्त्री/मुनादी

उपरोक्त मुकद्दमा अपील इंतकाल काफी अरसा से प्रतिवादीगणों/प्रोफोर्मा प्रतिवादीगणों के हाजिर न होने के कारण लम्बित चला आ रहा है जिनके नाम मुताबिक संलग्न सूची अनुसार हैं। मुताबिक रिपोर्ट तामील कुनिन्दा प्रतिवादीगण/प्रोफार्मा प्रतिवादीगण सूचित होने से आनाकानी करते या यहां पर नहीं रहते हैं जिस कारण इन्हें सूचित करना मुश्किल है।

अतः उपरोक्त प्रतिवादीगणों को इस नोटिस मुश्त्री/मुनादी द्वारा अन्तिम बार सूचित किया जाता है कि अगर उन्हें उपरोक्त मुकद्दमा अपील इंतकाल बारे कोई उजर/एतराज हो तो वह/वे अपना उजर/एतराज दिनांक 07-04-2025 या उससे पूर्व असालतन या वकालतन हाजिर आकर पैरवी कर सकता/सकते हैं। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाते हुए मुकद्दमा अपील विभाजन में नियमानुसार अग्रिम कार्यवाही की जावेगी और बाद पेशी दिनांक 07-04-2025 के कोई भी उजर/एतराज काबिले समायत नहीं होगा।

आज दिनांक 24-02-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
समाहर्ता व उपमण्डल अधिकारी जयसिंहपुर,
जिला कांगड़ा (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, कल्पा, जिला किन्नौर (हि0 प्र0)

मुकद्दमा नं0 : 10/2024

तारीख रजुआ : 19-02-2025

Vidushi Kumari d/o Sh. Singhu Ram, r/o Village & P.O. Barang, Tehsil Kalpa, District Kinnaur (H.P.).

बनाम

1. आम जनता ग्राम बारंग
2. लोकल रजिस्ट्रार जन्म एवं मृत्यु पंजीकरण बारंग, तहसील कल्पा, जिला किन्नौर (हि0 प्र0)

विषय.—प्रार्थिया की जन्म तिथि ग्राम पंचायत बारंग के जन्म पंजीकरण रजिस्टर में दर्ज करवाये जाने बारे अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत जन्म पंजीकरण करने बारे।

हर खास व आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि Vidushi Kumari d/o Sh. Singhu Ram ने अधोहस्ताक्षरी के न्यायालय में एक आवेदन-पत्र मय शपथ-पत्र बजरिया जिला रजिस्ट्रार (मुख्य चिकित्सा अधिकारी) जिला किन्नौर के माध्यम से प्रस्तुत किया है कि Vidushi Kumari का जन्म 11-06-1970 को गांव बारंग में हुआ है तथा अज्ञानतावश प्रार्थिया ने उसका पंजीकरण ग्राम पंचायत बारंग के जन्म पंजीकरण रजिस्टर में दर्ज नहीं करवाया है, अब प्रार्थिया अपनी जन्म तिथि ग्राम पंचायत बारंग के जन्म पंजीकरण रजिस्टर में दर्ज करवाना चाहती है, इस बारे आदेश जारी करने का अनुरोध किया है।

अतः आम जनता ग्राम पंचायत बारंग, तहसील कल्पा, जिला किन्नौर व गांव बारंग की आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि यदि Vidushi Kumari d/o Sh. Singhu Ram का जन्म 11-06-1970 को बारंग गांव में हुआ है का पंजीकरण ग्राम पंचायत बारंग के जन्म पंजीकरण रजिस्टर में दर्ज करने बारे कोई आपत्ति हो तो वह दिनांक 10-04-2025 या इससे पूर्व अदालत में हाजिर आकर अपना एतराज पेश कर सकता है इसके उपरान्त कोई भी उजर/एतराज जेरे समायत न होगा तथा प्रार्थिया के जन्म पंजीकरण के आदेश पारित कर सम्बन्धित सचिव ग्राम पंचायत के लोकल रजिस्ट्रार/पंचायत सचिव को अनुपालना हेतु आदेश भेज दिये जायेंगे।

आज दिनांक 10-03-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
कल्पा, जिला किन्नौर (हि0 प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, कल्पा, जिला किन्नौर (हि0 प्र0)

मुकद्दमा नं0 : 11/2025

तारीख रजुआ : 22-02-2025

Prem Bahadur s/o Sh. Mangley presently r/o Village & P.O. Reckong Peo, Tehsil Kalpa, District Kinnaur (H.P.).

बनाम

1. आम जनता ग्राम रिकांग पिओ
2. लोकल रजिस्ट्रार जन्म एवं मृत्यु पंजीकरण कोठी, तहसील कल्पा, जिला किन्नौर (हि0 प्र0)

विषय.—प्रार्थी की पुत्री की जन्म तिथि ग्राम पंचायत कोठी के जन्म पंजीकरण रजिस्टर में दर्ज करवाये जाने बारे अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत जन्म पंजीकरण करने बारे।

हर खास व आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि Prem Bahadur s/o Sh. Mangley (मूल निवासी नेपाल) ने अधोहस्ताक्षरी के न्यायालय में एक आवेदन—पत्र मय शपथ—पत्र बजरिया जिला रजिस्ट्रार (मुख्य चिकित्सा अधिकारी) जिला किन्नौर के माध्यम से प्रस्तुत किया है कि उसकी पुत्री का नाम Himali Budha का जन्म 01-03-2003 को गांव रिकांग पिओ में हुआ है तथा अज्ञानतावश प्रार्थी ने उसका पंजीकरण ग्राम पंचायत कोठी के जन्म पंजीकरण रजिस्टर में दर्ज नहीं करवाया है, अब प्रार्थी अपनी पुत्री की जन्म तिथि ग्राम पंचायत कोठी के जन्म पंजीकरण रजिस्टर में दर्ज करवाना चाहता है, इस बारे आदेश जारी करने का अनुरोध किया है।

अतः आम जनता ग्राम पंचायत कोठी, तहसील कल्पा, जिला किन्नौर व गांव कोठी की आम जनता को बजरिया इश्तहार के माध्यम से सूचित किया जाता है कि यदि Prem Bahadur s/o Sh. Mangley की पुत्री Himali Budha की जन्म तिथि का पंजीकरण ग्राम पंचायत कोठी के जन्म पंजीकरण रजिस्टर में दर्ज करने बारे कोई आपत्ति हो तो वह दिनांक 10-04-2025 या इससे पूर्व अदालत में हाजिर आकर अपना एतराज पेश कर सकता है इसके उपरान्त कोई भी उजर/एतराज जेरे समायत न होगा तथा प्रार्थी की पुत्री के जन्म पंजीकरण के आदेश पारित कर सम्बन्धित ग्राम पंचायत के लोकल रजिस्ट्रार/पंचायत सचिव को अनुपालना हेतु आदेश भेज दिये जायेंगे।

आज दिनांक 10-03-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
कल्पा, जिला किन्नौर (हि0 प्र0)।

**In the Court of Shri Chand Ram Kashyap, Executive Magistrate-cum-Naib-Tehsildar,
Shimla (R), District Shimla (H.P.)**

Smt. Renu Devi d/o Sh. Lokesh Kumar, Resident of Sukh Ram Niwas, Near Railway Station Shoghi, Shimla, Tehsil & District Shimla, H.P.

Versus

General Public

. . Respondent.

Whereas Smt. Renu Devi d/o Sh. Lokesh Kumar, Resident of Sukh Ram Niwas, Near Railway Station Shoghi, Shimla, Tehsil & District Shimla, H.P. has filed an application alongwith affidavit in the court of undersigned under section 13(3) of the Birth & Death Registration Act, 1969 to enter the date of birth of her named Smt. Renu Devi d/o Sh. Lokesh Kumar, Resident of Sukh Ram Niwas, Near Railway Station Shoghi, Shimla, Tehsil & District Shimla, H.P. in the record of Secy., Birth and Death, Gram Panchayat Anandpur, Shimla.

Sl. No.	Name of the family members	Relation	Date of Birth
1.	Renu Devi	Self	15-03-1991

Hence, this proclamation is issued to the general public if they have any objection/claim regarding date of birth of above named in the record of Registrar, Birth & Death in Gram Panchayat Anandpur, Shimla, H.P. may file their claims/objections on or before one month of publication of this notice in Govt. Gazette in this court, failing which necessary orders will be passed.

Issued today on 05-03-2025 under my signature and seal of the court.

Seal.

Sd/-

*Executive Magistrate-cum-Naib-Tehsildar
Shimla (R), District Shimla (H.P.).*

**In the Court of Shri Chand Ram Kashyap, Executive Magistrate-cum-Naib-Tehsildar,
Shimla (R), District Shimla (H.P.)**

Sh. Lalit s/o Sh. Jaswant Singh, Resident of Village Kawara, Post Office Beolia, Tehsil Shimla (Rural), District Shimla, H.P.

Versus

General Public

. . Respondent.

Whereas Sh. Lalit s/o Sh. Jaswant Singh, Resident of Village Kawara, Post Office Beolia, Tehsil Shimla (Rural), District Shimla, H.P. has filed an application alongwith affidavit in the court of undersigned under section 13(3) of the Birth & Death Registration Act, 1969 to enter the date of birth of his named Sh. Lalit s/o Sh. Jaswant Singh, Resident of Village Kawara, Post Office Beolia, Tehsil Shimla (Rural), District Shimla, H.P. in the record of Secy., Birth and Death, Gram Panchayat Pujarli, Shimla.

Sl. No.	Name of the family members	Relation	Date of Birth
1.	Sh. Lalit	Self	15-01-1981

Hence, this proclamation is issued to the general public if they have any objection/claim regarding date of birth of above named in the record of Registrar, Birth & Death in Gram Panchayat Pujarli, Shimla, H.P. may file their claims/objections on or before one month of publication of this notice in Govt. Gazette in this court, failing which necessary orders will be passed.

Issued today on 17-03-2025 under my signature and seal of the court.

Seal.

Sd/-

*Executive Magistrate-cum-Naib-Tehsildar
Shimla (R), District Shimla (H.P.).*

**ब अदालत श्री मदन लाल, तहसीलदार/कार्यकारी दण्डाधिकारी, तहसील ननखरी,
जिला शिमला, हिमाचल प्रदेश**

विमला देवी पुत्री श्री पालू, निवासी मंझबेलू, डाकघर सूरड, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश हाल पत्नी रोशन लाल, निवासी नेहरा, डाकघर बाहली, उप-तहसील तकलेच, जिला शिमला, हि0प्र0
प्रार्थिया।

बनाम

आम जनता

प्रत्यार्थी।

उनवान मुकद्दमा.—प्रार्थना—पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम 1969 के तहत ग्राम पंचायत टिप्पर—मझोली के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि पंजीकृत करने बारा।

विमला देवी पुत्री श्री पालू, निवासी मंझबेलू, डाकघर सूरड, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश हाल पत्नी रोशन लाल, निवासी नेहरा, डाकघर बाहली, उप-तहसील तकलेच, जिला शिमला, हि0प्र0 ने इस अदालत में एक दरखास्त पेश कर गुजारिश की है कि प्रार्थिया की जन्म तिथि 05-03-1962 व नाम विमला देवी ग्राम पंचायत टिप्पर—मझोली में दर्ज न है इसलिए मैं ग्राम पंचायत टिप्पर मझोली के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि 05-03-1962 व नाम विमला देवी पंजीकृत करना चाहती हूं। आवेदिका ने शपथ—पत्र, नकल परिवार ग्राम पंचायत टिप्पर—मझोली प्रस्तुत कर अनुरोध किया है कि मेरी जन्म तिथि व नाम को सम्बन्धित ग्राम टिप्पर—मझोली के रिकार्ड में पंजीकृत किया जावे।

अतः इस इशतहार द्वारा आम जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को उपरोक्त जन्म के पंजीकरण का सम्बन्धित ग्राम टिप्पर—मझोली के रिकार्ड में दर्ज करने बारा कोई एतराज हो तो दिनांक 12-04-2024 को सुबह 10.00 बजे असागतन/वकालतन हाजिर होकर लिखित व मौखिक एतराज पेश करे अन्यथा उजर/एतराज पेश न होने की सूरत में यह समझा जाएगा कि उक्त जन्म के पंजीकरण बारे किसी को कोई एतराज नहीं है तथा सम्बन्धित सचिव ग्राम पंचायत टिप्पर—मझोली को जन्म तिथि पंजीकरण करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—

मदन लाल,
नायब तहसीलदार/कार्यकारी दण्डाधिकारी,
तहसील ननखरी, जिला शिमला (हि0प्र0)।

**ब अदालत श्री मदन लाल, तहसीलदार/कार्यकारी दण्डाधिकारी, तहसील ननखरी,
जिला शिमला, हिमाचल प्रदेश**

देविन्द्र देवी पुत्री श्री नाकी राम, निवासी बनोला, डाकघर बडाच, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश
प्रार्थिया।

बनाम

आम जनता

प्रत्यार्थी।

उनवान मुकद्दमा.—प्रार्थना—पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम 1969 के तहत ग्राम पंचायत बडाच के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि पंजीकृत करने बारा।

देविन्द्र देवी पुत्री श्री नाकी राम, निवासी बनोला, डाकघर बडाच, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश ने इस अदालत में एक दरखास्त पेश कर गुजारिश की है कि प्रार्थिया की जन्म तिथि 15-04-1969 व नाम देविन्द्र देवी ग्राम पंचायत बडाच में दर्ज न है इसलिए मैं ग्राम पंचायत बडाच के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि 15-04-1969 व नाम देविन्द्र देवी पंजीकृत करना चाहती हूँ। आवेदिका ने शपथ-पत्र, नकल परिवार ग्राम पंचायत बडाच प्रस्तुत कर अनुरोध किया है कि मेरी जन्म तिथि व नाम को सम्बन्धित ग्राम बडाच के रिकार्ड में पंजीकृत किया जावे।

अतः इस इशतहार द्वारा आम जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को उपरोक्त जन्म के पंजीकरण का सम्बन्धित ग्राम टिप्पर-मझोली के रिकार्ड में दर्ज करने बारा कोई एतराज हो तो दिनांक 12-04-2025 को सुबह 10.00 बजे असागतन/वकालतन हाजिर होकर लिखित व मौखिक एतराज पेश करे अन्यथा उजर/एतराज पेश न होने की सूरत में यह समझा जाएगा कि उक्त जन्म के पंजीकरण बारे किसी को कोई एतराज नहीं है तथा सम्बन्धित सचिव ग्राम पंचायत बडाच को जन्म तिथि पंजीकरण करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—

मदन लाल,

नायब तहसीलदार/कार्यकारी दण्डाधिकारी,
तहसील ननखरी, जिला शिमला (हि0प्र0)।

**ब अदालत श्री मदन लाल, तहसीलदार/कार्यकारी दण्डाधिकारी, तहसील ननखरी,
जिला शिमला, हिमाचल प्रदेश**

सत्या पाल पुत्र श्री गोकल राम, निवासी नागाधार, डाकघर देलठ, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश प्राथी।

बनाम

आम जनता

प्रत्यार्थी।

उनवान मुकद्दमा.—प्रार्थना-पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम 1969 के तहत ग्राम पंचायत शोली के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि पंजीकृत करने बारा।

सत्या पाल पुत्र श्री गोकल राम, निवासी नागाधार, डाकघर देलठ, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश ने इस अदालत में एक दरखास्त पेश कर गुजारिश की है कि प्रार्थी की जन्म तिथि 27-03-1965 व नाम सत्या पाल ग्राम पंचायत देलठ में दर्ज न है इसलिए मैं ग्राम पंचायत देलठ के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि 27-03-1965 व नाम सत्या पाल पंजीकृत करना चाहता हूँ। आवेदक ने शपथ-पत्र, नकल परिवार ग्राम पंचायत देलठ प्रस्तुत कर अनुरोध किया है कि मेरी जन्म तिथि व नाम को सम्बन्धित ग्राम देलठ के रिकार्ड में पंजीकृत किया जावे।

अतः इस इशतहार द्वारा आम जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को उपरोक्त जन्म के पंजीकरण का सम्बन्धित ग्राम देलठ के रिकार्ड में दर्ज करने बारा कोई एतराज हो तो दिनांक 12-04-2025 को सुबह 10.00 बजे असागतन/वकालतन हाजिर होकर लिखित व मौखिक

एतराज पेश करे अन्यथा उजर/एतराज पेश न होने की सूरत में यह समझा जाएगा कि उक्त जन्म के पंजीकरण बारे किसी को कोई एतराज नहीं है तथा सम्बन्धित सचिव ग्राम पंचायत बडाच को जन्म तिथि पंजीकरण करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—

मदन लाल,
नायब तहसीलदार/कार्यकारी दण्डाधिकारी,
तहसील ननखरी, जिला शिमला (हि0प्र0)।

ब अदालत श्री मदन लाल, तहसीलदार/कार्यकारी दण्डाधिकारी, तहसील ननखरी,
जिला शिमला, हिमाचल प्रदेश

शारदा देवी पुत्री श्री सामसुख, निवासी व डाकघर लैलन, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश प्रार्थिया।

बनाम

आम जनता

प्रत्यार्थी।

उनवान मुकद्दमा.—प्रार्थना—पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम 1969 के तहत ग्राम पंचायत शोली के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि पंजीकृत करने बारा।

शारदा देवी पुत्री श्री सामसुख, निवासी व डाकघर लैलन, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश ने इस अदालत में एक दरखास्त पेश कर गुजारिश की है कि प्रार्थिया की जन्म तिथि 07-04-1970 व नाम शारदा देवी ग्राम पंचायत बडाच में दर्ज न है इसलिए मैं ग्राम पंचायत बडाच के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि 07-04-1970 व नाम शारदा देवी पंजीकृत करना चाहती हूं। आवेदिका ने शपथ—पत्र, नकल परिवार ग्राम पंचायत बडाच प्रस्तुत कर अनुरोध किया है कि मेरी जन्म तिथि व नाम को सम्बन्धित ग्राम बडाच के रिकार्ड में पंजीकृत किया जावे।

अतः इस इश्तहार द्वारा आम जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को उपरोक्त जन्म के पंजीकरण का सम्बन्धित ग्राम बडाच के रिकार्ड में दर्ज करने बारा कोई एतराज हो तो दिनांक 12-04-2025 को सुबह 10.00 बजे असालतन/वकालतन हाजिर होकर लिखित व मौखिक एतराज पेश करे अन्यथा उजर/एतराज पेश न होने की सूरत में यह समझा जाएगा कि उक्त जन्म के पंजीकरण बारे किसी को कोई एतराज नहीं है तथा सम्बन्धित सचिव ग्राम पंचायत बडाच को जन्म तिथि पंजीकरण करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—

मदन लाल,
नायब तहसीलदार/कार्यकारी दण्डाधिकारी,
तहसील ननखरी, जिला शिमला (हि0प्र0)।

**ब अदालत श्री मदन लाल, तहसीलदार/कार्यकारी दण्डाधिकारी, तहसील ननखरी,
जिला शिमला, हिमाचल प्रदेश**

रमिला देवी पत्नी स्व० श्री शिव दयाल, निवासी शोली, डाकघर शोली, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश प्राथिया।

बनाम

आम जनता

प्रत्यार्थी।

उनवान मुकद्दमा.—प्रार्थना—पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम 1969 के तहत ग्राम पंचायत शोली के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि पंजीकृत करने बारा।

रमिला देवी पत्नी स्व० श्री शिव दयाल, निवासी शोली, डाकघर शोली, तहसील ननखरी, जिला शिमला, हिमाचल प्रदेश ने इस अदालत में एक दरखास्त पेश कर गुजारिश की है कि प्राथिया के पोते जन्म तिथि 15-04-2011 व नाम नवीन ग्राम पंचायत शोली में दर्ज न है इसलिए मैं ग्राम पंचायत शोली के जन्म एवं मृत्यु पंजीकरण रजिस्टर में जन्म तिथि 15-04-2011 व नाम नवीन पंजीकृत करना चाहती हूं। आवेदिका ने शपथ—पत्र, नकल परिवार ग्राम पंचायत शोली प्रस्तुत कर अनुरोध किया है कि उपरोक्त जन्म तिथि व नाम को सम्बन्धित ग्राम शोली के रिकार्ड में पंजीकृत किया जावे।

अतः इस इश्तहार द्वारा आम जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को उपरोक्त जन्म के पंजीकरण का सम्बन्धित ग्राम शोली के रिकार्ड में दर्ज करने बारा कोई एतराज हो तो दिनांक 12-04-2025 को सुबह 10.00 बजे असालतन/वकालतन हाजिर होकर लिखित व मौखिक एतराज पेश करे अन्यथा उजर/एतराज पेश न होने की सूरत में यह समझा जाएगा कि उक्त जन्म के पंजीकरण बारे किसी को कोई एतराज नहीं है तथा सम्बन्धित सचिव ग्राम पंचायत शोली को जन्म तिथि पंजीकरण करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 12-03-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—

मदन लाल,
नायब तहसीलदार/कार्यकारी दण्डाधिकारी,
तहसील ननखरी, जिला शिमला (हि०प्र०)।

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Shimla (Rural),
District Shimla (H.P.)**

1. Sh. Gulshan Kumar s/o Sh. Jag Mohan, r/o Village Kamyana, P.O. Poabo, Tehsil & District Shimla, Himachal Pradesh age 26 years.

2. Ms. Preeti d/o Sh. Kishori Lal, r/o Village & P.O. Manjivar, Tehsil Sunni, District Shimla, Himachal Pradesh age 26 years.

Versus

General Public

Subject.—Registration of Marriage under the H.P. Registration of Marriage Act, 1996.

Sh. Gulshan Kumar s/o Sh. Jag Mohan, r/o Village Kamyana, P.O. Poabo, Tehsil & District Shimla, Himachal Pradesh and Ms. Preeti d/o Sh. Kishori Lal, r/o Village & P.O. Manjivar, Tehsil Sunni, District Shimla, Himachal Pradesh have filed an application alongwith affidavits in the court of the undersigned stating therein that they have solemnized their marriage on 05-10-2024 and are living together as husband and wife since then, but the marriage has not been found entered in the records of Registrar of Marriages of Gram Panchayat concerned/ Municipal Corporation Shimla.

Therefore, objections are hereby invited from the General Public through this notice, that if anyone has any objection regarding registration of this marriage, then they can file their objections personally or in writing before this court of undersigned on or before one month of publication of this court notice. After that no objection shall be entertained and marriage will be registered accordingly.

Issued under my hand and seal of the court today on 06-03-2025

Seal.

Sd/-

*Additional District Registrar of Marriages-cum-
Sub-Divisional Magistrate, Shimla (Rural).*

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Shimla (Rural),
District Shimla (H.P.)**

1. Sh. Abhishek Kumar s/o Sh. Kamlesh Kumar, r/o Village Meheli (113), Kasumpti, P.O., Tehsil & District Shimla, Himachal Pradesh age 29 years.

2. Ms. Gitika d/o Sh. Pawan Kumar, r/o 1137 Saini Vihar, Phase-3, Baltana, SAS Nagar Mohali, Punjab age 24 years.

Versus

General Public

Subject.—Registration of Marriage under the H.P. Registration of Marriage Act, 1996.

Sh. Abhishek Kumar s/o Sh. Kamlesh Kumar, r/o Village Meheli (113), Kasumpti, P.O., Tehsil & District Shimla, Himachal Pradesh and Ms. Gitika d/o Sh. Pawan Kumar, r/o 1137 Saini Vihar, Phase-3, Baltana, SAS Nagar Mohali, Punjab have filed an application alongwith affidavits in the court of the undersigned stating therein that they have solemnized their marriage on 05-10-2024 and are living together as husband and wife since then, but the marriage has not been found entered in the records of Registrar of Marriages of Gram Panchayat concerned/ Municipal Corporation Shimla.

Therefore, objections are hereby invited from the General Public through this notice, that if anyone has any objection regarding registration of this marriage, then they can file their objections

personally or in writing before this court of undersigned on or before one month of publication of this court notice. After that no objection shall be entertained and marriage will be registered accordingly.

Issued under my hand and seal of the court today on 12-03-2025

Seal.

Sd/-
Additional District Registrar of Marriages-cum-
Sub-Divisional Magistrate, Shimla (Rural).

In the Court of Sub-Divisional Magistrate, Rampur Bushahr, District Shimla (H.P.)

In the matter of :

Smt. Chander Kanta w/o Sh. Dhan Mahender Singh, Village Dharali, P.O. Jeori, Tehsil
Rampur Bushahr, Distt. Shimla, H.P. . . Applicants.

Versus

General Public . . Respondent.

PROCLAMATION REGARDING CORRECTION OF NAME

Whereas, the above named applicant Smt. Chander Kanta have made an application before me regarding correction of her name as CHANDER KANTA (D.O.B. 16-02-1972) in place of KANTA DEVI in the records of "Aadhar" card and other relevant documents which is pertaining to Chander Kanta w/o Sh. Dhan Mahender Singh, Village Dharali, P.O. Jeori, Tehsil Rampur Bushahr, District Shimla, H.P.

Now, therefore, objection are invited from the general public that if anyone has any objection regarding to proposed correction of applicant name as CHANDER KANTA (D.O.B. 16-02-1972) in place of KANTA DEVI they should appear before the undersigned on or before 11-04-2025 either personally or through their authorized agent/pleader.

In the event of their failure to do so, order shall be passed *ex-parte* without affording any further opportunity of being heard and name will be entered accordingly.

Issued today on 12th day of the March, 2025 under my hand and seal of the Court.

Seal.

Sd/-
(NISHANT TOMAR, HAS),
Sub-Divisional Magistrate,
Rampur Bushahr, District Shimla (H.P.).

ब अदालत श्री मन मोहन जिष्टू, सहायक समाहर्ता, प्रथम श्रेणी, शिलाई,
जिला सिरमौर (हि0 प्र0)

ब मुकद्दमा श्री गंगा राम पुत्र श्री कांशी राम, निवासी गांव च्याली/कुंहट, तहसील शिलाई, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता

विषय.—मौजा कुंहट के राजस्व अभिलेख में नाम की दुरुस्ती बारे।

श्री गंगा राम पुत्र श्री कांशी राम, निवासी गांव च्याली/कुंहट, तहसील शिलाई, जिला सिरमौर (हि0प्र0) का आवेदन इस कार्यालय में प्राप्त हुआ है, जिसमें प्रार्थी मौजा कुंहट के राजस्व अभिलेख में अपने पिता का नाम मेहरू पुत्र इशरू के स्थान पर कांशी राम पुत्र इशरू दर्ज करवाना चाहता है।

मामले में सुनवाई के दौरान वादी तथा वादी के भाई ग्यार सिंह पुत्र कांशी, रतन सिंह व प्रताप सिंह पुत्रगण मेहर सिंह ने इस अदालत में हाजिर आकर ब्यान कलमबंद किये कि उनके पिता मेहर सिंह व कांशी राम पुत्रगण इशरू का आपस में जोड़ीदार विवाह था, जिससे उनके पांच पुत्र गंगा राम, ग्यार सिंह, बीर सिंह, रतन सिंह, प्रताप सिंह व एक पुत्री रुकमी देवी पैदा हुए थे। मेहरू पुत्र इशरू की मृत्यु के उपरान्त उनकी वरास्त वसीयत के द्वारा उपरोक्त वादी सहित पांचों के नाम दर्ज हो गई, जिससे राजस्व अभिलेख में सभी भाइयों के पिता का नाम मेहरू पुत्र इशरू दर्ज हो गया जबकि ग्राम पंचायत रिकार्ड के अनुसार गंगा राम व ग्यार सिंह के पिता का नाम कांशी राम पुत्र इशरू व बाकी तीन भाइयों बीर सिंह, रतन सिंह व प्रताप सिंह के पिता का नाम मेहर सिंह दर्ज है। इसलिए सभी हाजिरीन ने अनुरोध किया कि उन सभी भाइयों के पिता का नाम ग्राम पंचायत अभिलेख के अनुसार राजस्व अभिलेख में दर्ज किया जाए।

अतः सर्वसाधारण जनता को सूचित किया जाता है कि मौजा कुंहट के राजस्व अभिलेख में वादी गंगा राम तथा वादी के भाई ग्यार सिंह के पिता का नाम मेहरू पुत्र इशरू के स्थान पर कांशी राम पुत्र इशरू दर्ज करने बारे अगर किसी भी व्यक्ति को आपत्ति हो तो वह असालतन या वकालतन अपनी आपत्ति इस अदालत में दिनांक 22-04-2025 सायं 05.00 बजे तक दर्ज करवा सकता है।

आज दिनांक 06-03-2025 को मेरे हस्ताक्षर व कार्यालय की मोहर द्वारा किया गया।

मोहर।

हस्ताक्षरित/—
(मन मोहन जिष्टू),
सहायक समाहर्ता प्रथम श्रेणी,
शिलाई, जिला सिरमौर (हि0 प्र0)।

ब अदालत श्री जय कृष्ण कार्यकारी दण्डाधिकारी, उप-तहसील रोन्हाट,
जिला सिरमौर (हि0 प्र0)

ब मुकद्दमा : श्री सन्त राम पुत्र श्री सही राम, निवासी ग्राम देवनल, डाकघर झकान्डो, ग्राम पंचायत झकान्टो,
उप-तहसील रोन्हाट, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता निवासी ग्राम पंचायत देवनल, डाकघर झकान्डो, उप-तहसील रोन्हाट जिला सिरमौर (हि0प्र0)

विषय.—दरखास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्री सन्त राम पुत्र श्री सही राम, निवासी ग्राम देवनल, डाकघर झकान्डो, ग्राम पंचायत झकान्डो, उप-तहसील रोन्हाट, जिला सिरमौर (हि0प्र0) का आवेदन जिला पंजीपाल (जन्म व मृत्यु) एवं मुख्य चिकित्सा अधिकारी नाहन के पत्र क्रमांक 10699 दिनांक: 27-01-2025 के द्वारा प्राप्त हुआ है जिसमें प्रार्थी अपनी बेटी का नाम व जन्म तिथि 21-03-2010 को ग्राम पंचायत झकान्डो के जन्म एवं मृत्यु पंजीकरण रजिस्टर में दर्ज करवाना चाहता है, जिसका रिकार्ड पंचायत में दर्ज नहीं किया गया है। जिसकी पुष्टि हेतु प्रार्थी ने आवेदन-पत्र में मय हल्फिया ब्यान प्रपत्र 10 आधार कार्ड तथा जिला रजिस्ट्रार (जन्म व मृत्यु) एवं मुख्य चिकित्सा अधिकारी नाहन, जिला सिरमौर संस्तुति प्रस्तुत की है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि प्रार्थी श्री सन्त राम पुत्र श्री सही राम, निवासी ग्राम देवनल, डाकघर झकान्डो की बेटी की जन्म तिथि पंचायत झकान्डो विकास खण्ड शिलाई के कार्यालय के अभिलेख में दर्ज करने बारे अगर किसी को आपत्ति हो तो वह असालतन या वकालतन अपनी आपत्ति व दावा इस अदालत में दिनांक 11-04-2025 सायं 5.00 बजे तक करवा सकता है, निर्धारित अवधि में आपत्ति न आने के सूरत में ताशु पुत्री श्री सन्त राम की जन्म तिथि दिनांक 21-03-2010 को ग्राम पंचायत झकान्डो विकास खण्ड शिलाई के जन्म/मृत्यु अभिलेख में दर्ज करने क आदेश सम्बन्धित स्थानीय रजिस्ट्रार जन्म एवं मृत्यु को पारित कर दिये जायेंगे।

आज दिनांक 11-03-2025 को मेरे हस्ताक्षर व कार्यालय की मोहर द्वारा किया गया।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
उप-तहसील रोन्हाट, जिला सिरमौर (हि0 प्र0)।

In the Court of Sub-Divisional Magistrate, Rajgarh, District Sirmaur, Himachal Pradesh

Ramesh Kumar s/o Late Sh. Karam Chand, r/o Ward No. 1, Near B.D.O. Office Rajgarh, Tehsil Rajgarh, District Sirmaur, H.P.

and

Nayani Basumata Narjinari d/o Shri Haita Basmatary, r/o Village New Amguri, P.O. Haltugaon, Tehsil and District Kokrajhar, Assam.

Versus

General Public the above named applicant has preferred an application supported by an affidavit stating that :

Whereas, Shri Ramesh Kumar s/o Late Sh. Karam Chand, r/o Ward No. 1, Near B.D.O. Office Rajgarh, Tehsil Rajgarh, District Sirmaur, H.P., has submitted an application alongwith affidavits from himself and his wife, stating that he solemnized his marriage with Smt. Nayani Basumata Narjinari d/o Shri Haita Basmatary, r/o Village New Amguri, P.O. Haltugaon, Tehsil and District Kokrajhar, Assam, as per Hindu rites and customs at his residence on 23-02-2019, in the presence of his relatives. He has requested that his marriage be registered in the records of Nagar Panchayat Rajgarh, Tehsil Rajgarh, District Sirmaur, H.P.

Notices are hereby issued to all concerned and the general public. If anyone has any objection regarding the registration of the marriage solemnized between Shri Ramesh Kumar, aged 39 years and Smt. Nayani Basumata Narjinari, they must file their written objections and appear personally or through an authorized representative before the undersigned on or before 19-03-2025.

Failing this, it will be presumed that there are no objections and necessary orders will be issued to the Secretary, Nagar Panchayat Rajgarh for registration of the marriage.

Given under my hand and seal of the court today on 19-02-2025.

Seal.

Sd/-
Sub-Divisional Magistrate,
Rajgarh , District Sirmaur (H.P.).

In the Court of Sub-Divisional Magistrate, Rajgarh, District Sirmaur, Himachal Pradesh

Neeraj Kumar s/o Sh. Bahadur, r/o Ward No. 7 Nagar Panchayat Rajgarh, Tehsil Rajgarh, District Sirmaur, H.P.

and

Shanti d/o Shri Vishnu, r/o Village Kohari, Post Office and Tehsil Kandaghat, District Solan, H.P.

Versus

General Public the above named applicant has preferred an application supported by an affidavit stating that :

Whereas, Shri Neeraj Kumar s/o Sh. Bahadur, r/o Ward No. 7 Nagar Panchayat Rajgarh, Tehsil Rajgarh, District Sirmaur, H.P., has submitted an application along with affidavits from himself and his wife, stating that he solemnized his marriage with Shanti d/o Shri Vishnu, r/o Village Kohari, Post Office and Tehsil Kandaghat, District Solan, H.P., as per Hindu rites and customs at home, on 07-10-2024, in the presence of his relatives. He has requested that his marriage be registered in the records of Nagar Panchayat Rajgarh, Tehsil Rajgarh, District Sirmaur, H.P.

Notices are hereby issued to all concerned and the general public. If anyone has any objection regarding the registration of the marriage solemnized between Shri Neeraj Kumar aged 24 years and Smt. Shanti aged 25 years they must file their written objections and appear personally or through an authorized representative before the undersigned on or before 19-03-2025.

Failing this, it will be presumed that there are no objections and necessary orders will be issued to the Secretary, Nagar Panchayat Rajgarh for registration of the marriage.

Given under my hand and seal of the court today on 19-02-2025.

Seal.

Sd/-
Sub-Divisional Magistrate,
Rajgarh , District Sirmaur (H.P.).

In the Court of Sub-Divisional Magistrate, Rajgarh, District Sirmaur, Himachal Pradesh

Sandeep Kumar s/o Sh. Rajender Singh, r/o Village Leu Nana, Post Office Leu Nana, Tehsil Rajgarh, District Sirmaur, H.P.

and

Elia Debbarma d/o Sh. Manik Lal Debbarma, r/o A. D. Nagar Road Number 1, Agartala Arundhatinagar, Post Office Arundhatinagar, District West Tripura, Tripura.

Versus

General Public the above named applicant has preferred an application supported by an affidavit stating that :

Whereas, Shri Sandeep Kumar s/o Sh. Rajender Singh, r/o Village Leu Nana, Post Office Leu Nana, Tehsil Rajgarh, District Sirmaur, H.P., has submitted an application alongwith affidavits from himself and his wife, stating that he solemnized his marriage with Shanti d/o Smt. Elia Debbarma d/o Sh. Manik Lal Debbarma, r/o A. D. Nagar Road Number 1, Agartala Arundhatinagar, Post Office Arundhatinagar, District West Tripura, Tripura, as per Hindu rites and customs at home, on 07-10-2024, in the presence of his relatives. He has requested that his marriage be registered in the records of Gram Panchayat Kotla Bangi, Tehsil Rajgarh, District Sirmaur, H.P.

Notices are hereby issued to all concerned and the general public. If anyone has any objection regarding the registration of the marriage solemnized between Shri Sandeep Kumar aged 38 years and Smt. Elia Debbarma aged 39 years they must file their written objections and appear personally or through an authorized representative before the undersigned on or before 19-03-2025.

Failing this, it will be presumed that there are no objections and necessary orders will be issued to the Secretary, Gram Panchayat Kotla Bangi, Teshil Rajgarh, District Sirmaur, H.P., for registration of the marriage.

Given under my hand and seal of the court today on 19-02-2025.

Seal.

Sd/-

*Sub-Divisional Magistrate,
Rajgarh , District Sirmaur (H.P.).*

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

Case No.
09/2025

Date of Institution
04-03-2025

Date of Decision
Pending for : 05-04-2025

Shri Shadi Ram son of Sh. Narata Ram, r/o Village Bharapur, 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.

Shri Shadi Ram son of Sh. Narata Ram, r/o Village Bharapur, 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 his birth on 01-02-1986 at Village Bharapur & P.O. Dhaulakuan, Sub-Tehsil Majra, District Sirmaur (H.P.) but his date of birth could not registered in the records of Gram Panchayat Dhaulakuan, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period.

Hence he prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Dhaulakuan, Sub-Tehsil Majra for entering the same in the births and deaths 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 Shri Shadi Ram son of Sh. Narata Ram and Smt. Garibo, may submit their objections in writing in this court on or before 05-04-2025 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 4th day of March, 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.
08/2025

Date of Institution
04-03-2025

Date of Decision
Pending for : 05-04-2025

Smt. Baljeet Kaur daughter of Shri Rampal, r/o Village Rampur Majri, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .Applicants.

Versus

General Public

. .Respondents.

Application under section 13(3) of birth and death Registration Act, 1969.

Smt. Baljeet Kaur daughter of Shri Rampal, r/o Village Rampur Majri, 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 along with affidavits and other documents stating therein that her birth on 01-02-1982 at Village Rampur Majri, P.O. Dhaulakuan, Sub-Tehsil Majra, District Sirmaur (H.P.) but her date of birth could not registered in the records of Gram Panchayat Rampur Bharapur, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period.

Hence she prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Rampur Bharapur, Sub-Tehsil Majra for entering the same in the births and deaths 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 Baljeet Kaur daughter of Shri Rampal & Smt. Santosh Devi, may submit their objections in writing in this court on or before 05-04-2025 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 4th day of March, 2025.

Seal.

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

ब अदालत कार्यकारी दण्डाधिकारी, उप-तहसील बीहड़ कलां, जिला ऊना (हि0प्र0)

मुकद्दमा नं० : 03/NTB/M/2025

तारीख पेशी : 22-03-2025

श्रीमती मीना कुमारी

बनाम

आम जनता

विषय.—जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत आवेदन पत्र।

श्रीमती मीना कुमारी पुत्री रोशन लाल, वासी महाल टांडा उपरला, उप-तहसील बीहड़ कलां, जिला ऊना (हि0प्र0) ने शपथ-पत्र सहित आवेदन किया है कि उनकी सासु मां श्रीमती प्रीतो देवी की मृत्यु दिनांक 30-10-2013 को महाल टांडा उपरला, उप-तहसील बीहड़ कलां, जिला ऊना, हि0प्र0 में हुई थी और अज्ञानतावश उनके द्वारा ग्राम पंचायत टीहरा के जन्म एवं मृत्यु रजिस्टर में उनकी सासु मां श्रीमती प्रीतो देवी की मृत्यु तिथि दर्ज न करवाई जा सकी है, लिहाजा मृत्यु तिथि 30-10-2013 को दर्ज करने के आदेश पारित किए जावें।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को ग्राम पंचायत टीहरा, उप-तहसील बीहड़ कलां, जिला ऊना (हि0प्र0) के जन्म एवं मृत्यु रजिस्टर में प्रार्थिया की सासु मां श्रीमती प्रीतो देवी विधवा मिलखी राम, वासी महाल टांडा उपरला, उप-तहसील बीहड़ कलां, जिला ऊना, हि0प्र0 की मृत्यु तिथि 30-10-2013 को दर्ज करने बारा कोई उजर/एतराज हो तो वह असालतन या वकालतन तारीख पेशी दिनांक 22-03-2025 को प्रातः 10.00 बजे इस अदालत में हाजिर आकर अपना उजर/एतराज प्रस्तुत कर सकता है। एतराज न प्राप्त होने की सूरत में हस्ब जाबता कार्यवाही अमल में लाई जाकर मुकद्दमा का निर्णय कर दिया जाएगा।

आज दिनांक 05-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
उप-तहसील बीहड़ कलां, जिला ऊना (हि0प्र0)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)

श्री सुरम सिंह पुत्र श्री राम रखा पुत्र जहला, निवासी गांव व डाकघर अम्बोटा, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)।

बनाम

आम जनता

विषय.—इन्तकाल मखफूद—उल—खबरी श्री नेकम सिंह पुत्र राम रखा पुत्र जहला, निवासी गांव व डाकघर अम्बोटा, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0) की वरास्त जायज वारसान को तस्दीक करने बारे।

हर खास व आम को बजरिया इश्तहार सूचित किया जाता है कि श्री सुरम सिंह पुत्र श्री राम रखा पुत्र जहला, निवासी गांव व डाकघर अम्बोटा, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0) ने प्रार्थना—पत्र दिया है कि उसका एक भाई श्री नेकम सिंह पुत्र राम रखा पुत्र जहला, निवासी गांव व डाकघर अम्बोटा, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0) पिछले 35 वर्षों से लापता है तथा अब उसके वापिस आने की कोई उम्मीद न है। अतः अब उसकी गुमशुदगी का इन्तकाल उनके (4) चार भाइयों व (1) एक बहन (मृतक भाई व बहन के वारसान) के नाम समभाग दर्ज करने के आदेश पारित कर दिए जायें।

उक्त इन्तकाल बारे अगर किसी भी व्यक्ति को कोई आपत्ति या एतराज हो तो वह इश्तहार प्रकाशित होने के उपरांत इस न्यायालय में निर्धारित दिनांक 07-04-2025 या इससे पूर्व असालतन व वकालतन अधोहस्ताक्षरी की अदालत में आकर अपनी आपत्ति दर्ज करवा सकता है अन्यथा इन्तकाल मखफूद—उल—खबरी वरास्त उनके (4) चार भाइयों व (1) एक बहन (मृतक भाई व बहन के वारसान) के समभाग तस्दीक कर दिया जाएगा।

आज दिनांक 05-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)।

न्यायालय कार्याकारी दण्डाधिकारी एवं नायब तहसीलदार, उप-तहसील दुलैहड़,
जिला ऊना (हि0प्र0)

सुभाष चन्द पुत्र स्व0 श्री सोम नाथ, निवासी दुलैहड़, उप-तहसील दुलैहड़, जिला ऊना, हि0 प्र0

प्रार्थी।

बनाम

आम जनता

प्रत्यार्थी।

प्रार्थना—पत्र जन्म तिथि/मृत्यु पंजीकरण दर्ज करने बारे समाचार पत्र/इश्तहार।

सुभाष चन्द पुत्र स्व0 श्री सोम नाथ, निवासी दुलैहड़, उप-तहसील दुलैहड़, जिला ऊना, हि0 प्र0 ने इस न्यायालय में प्रार्थना—पत्र गुजार कर निवेदन किया है कि प्रार्थी की सिस्टर इन लॉ स्व0 श्रीमती सीता

रानी पत्नी स्व० राज कुमार की मृत्यु दिनांक 22-11-2007 को हुई थी। उनकी सीसटर इन लॉ की मृत्यु का पंजीकरण ग्राम पंचायत दुलैहड़, उप-तहसील दुलैहड़, जिला ऊना में दर्ज नहीं है। अतः ग्राम पंचायत दुलैहड़ में उनकी सिस्टर इन लॉ की मृत्यु का पंजीकरण किया जावे।

प्रार्थना-पत्र में मृत्यु का पंजीकरण दर्ज करने बारा आम जनता को इश्तहार राजपत्र/मुश्री मुनादी के माध्यम से सूचित किया जाता है कि अगर किसी व्यक्ति को उपरोक्त की मृत्यु का पंजीकरण दर्ज करने बारे कोई आपत्ति हो तो वह इस न्यायालय में दिनांक 04-04-2025 को प्रातः 11.00 बजे असालतन या वकालतन हाजिर होकर अपना पक्ष/एतराज पेश कर सकते हैं। समय पर हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जावेगी।

यह इश्तहार आज दिनांक 10-03-2025 को हमारे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—

कार्याकारी दण्डाधिकारी एवं नायब तहसीलदार,
उप-तहसील दुलैहड़, जिला ऊना (हि०प्र०)।

**न्यायालय कार्याकारी दण्डाधिकारी एवं नायब तहसीलदार, उप-तहसील दुलैहड़,
जिला ऊना (हि०प्र०)**

जतिन्दर कुमार पुत्र स्व० श्री प्रकाश चन्द, निवासी मल्लूवाल, उप-तहसील दुलैहड़, जिला ऊना, हि० प्र० प्रार्थी।

बनाम

आम जनता

प्रत्यार्थी।

प्रार्थना-पत्र जन्म तिथि/मृत्यु पंजीकरण दर्ज करने बारे समाचार पत्र/इश्तहार।

जतिन्दर कुमार पुत्र स्व० श्री प्रकाश चन्द, निवासी मल्लूवाल, उप-तहसील दुलैहड़, जिला ऊना, हि० प्र० ने इस न्यायालय में प्रार्थना-पत्र गुजार कर निवेदन किया है कि प्रार्थी के पिता प्रकाश चन्द पुत्र स्व० श्री मल्लू राम की मृत्यु दिनांक 16-05-2018 को हुई थी। लेकिन उनके पिता की मृत्यु का पंजीकरण ग्राम पंचायत पोलियांबीत, उप-तहसील दुलैहड़, जिला ऊना में दर्ज नहीं है। अतः ग्राम पंचायत पोलियांबीत में उनके पिता की मृत्यु का पंजीकरण किया जावे।

प्रार्थना-पत्र में मृत्यु का पंजीकरण दर्ज करने बारा आम जनता को इश्तहार राजपत्र/मुश्री मुनादी के माध्यम से सूचित किया जाता है कि अगर किसी व्यक्ति को प्रार्थी के पिता की मृत्यु का पंजीकरण दर्ज करने बारे कोई आपत्ति हो तो वह इस न्यायालय में दिनांक 04-04-2025 को प्रातः 11.00 बजे असालतन या वकालतन हाजिर होकर अपना पक्ष/एतराज पेश कर सकते हैं। समय पर हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जावेगी।

यह इश्तहार आज दिनांक 10-03-2025 को हमारे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—

कार्याकारी दण्डाधिकारी एवं नायब तहसीलदार,
उप-तहसील दुलैहड़, जिला ऊना (हि०प्र०)।

CHANGE OF NAME

I, Anoop Singh s/o Sh. Sadhi Ram, r/o Village Kashelag Mashga, Tehsil Dadahu, District Sirmaur (H.P.) declare that in my Aadhar Card 7344 9145 5650 my name is wrongly written as Nup Singh. My correct name is Anoop Singh. All concerned please note.

ANOOP SINGH
s/o Sh. Sadhi Ram,
r/o Village Kashelag Mashga.
Tehsil Dadahu, District Sirmaur (H.P.).

CHANGE OF NAME

I, Kamlesh Chauhan w/o Sh. Brij Lal Chauhan, r/o Village Golo, P.O. Nagan, Tehsil Kotkhai, District Shimla (H.P.) declare that I have changed my name from Kamlesh Kumari to Kamlesh Chauhan. Please note.

KAMLESH CHAUHAN
w/o Sh. Brij Lal Chauhan,
r/o Village Golo, P.O. Nagan,
Tehsil Kotkhai, District Shimla (H.P.).

CHANGE OF NAME

I, Ramesh Kumari w/o Sh. Tarsem Singh, r/o Village Dadoh, P.O. Bassi Kehloor, Tehsil Shree Naina Devi Ji, District Bilaspur (H.P.) declare that I have changed my name from Harmesh Devi to Ramesh Kumari. All concerned please note.

RAMESH KUMARI
w/o Sh. Tarsem Singh,
r/o Village Dadoh, P.O. Bassi Kehloor,
Tehsil Shree Naina Devi Ji, District Bilaspur (H.P.).

CHANGE OF NAME

I, Aatisha Goswami d/o Sh. Sandeep Goswami, Ward No. 4, Arla Khas, Tehsil Palampur, District Kangra (H.P.) declare that in my matriculation certificate my name is wrongly entered as Aatisha instead of correct name Aatisha Goswami. All concerned please note.

AATISHA GOSWAMI
d/o Sh. Sandeep Goswami,
Ward No. 4, Arla Khas,
Tehsil Palampur, District Kangra (H.P.).

CHANGE OF NAME

I, Farheen Sheikh d/o Mohammad Ameen, r/o Mohalla Upper Julahkari, P.O. Hardaspura, Tehsil & District Chamba (H.P.) declare that in my 10th & 12th Examination DMC my father's name has been wrongly entered as Amin Sheikh (10th) and Ameen Sheikh in (12th) my father correct name is Mohammad Ameen.

FARHEEN SHEIKH
d/o Mohammad Ameen,
r/o Mohalla Upper Julahkari,
P.O. Hardaspura, Tehsil & District Chamba (H.P.).

CHANGE OF NAME

I, Uman w/o Krishan Dutt, r/o Village Kaloha-Shaken, P.O. Sanora, Tehsil Rajgarh, District Sirmaur (H.P.) have changed my name from Uman to Uma Kumari.

UMAN
w/o Krishan Dutt,
r/o Village Kaloha-Shaken, P.O. Sanora,
Tehsil Rajgarh, District Sirmaur (H.P.).

CHANGE OF NAME

I, Keswati Devi Aadhar No. 4104 4885 4762 w/o GSI40182W Expioneer/sepoy, Late Sh. Mast Ram, V.P.O. Hori Devi, Tehsil Fatehpur, District Kangra (H.P.) declare that in my Aadhar Card my name is wrongly entered as Kesh Bhatti whereas my correct name is Keswati Devi. Concerned note.

KESWATI DEVI
w/o Late Sh. Mast Ram,
V.P.O. Hori Devi, Tehsil Fatehpur, District Kangra (H.P.).

CHANGE OF NAME

I, Neelam Devi w/o Sh. Sees Ram, r/o Village Khamarvi, P.O. Ratnari (10), Shimla, Himachal Pradesh-171225 declare that I have changed my name from Neelam Devi (Old Name) to Neelma Devi (New Name). All concerned please may note.

NEELAM DEVI
w/o Sh. Sees Ram,
r/o Village Khamarvi,
P.O. Ratnari (10), Shimla (H.P.).

CHANGE OF NAME

I, Manoj Kumar s/o Sh. Prakash Chand, r/o Village Narwalka, P.O. Kamlah Fort, Tehsil Dharampur, District Mandi (H.P.) declare that I want to correct my son's name as Yuvraj Thakur instead of Arya Thakur. All concerned note.

MANOJ KUMAR
s/o Sh. Prakash Chand,
r/o Village Narwalka, P.O. Kamlah Fort,
Tehsil Dharampur, District Mandi, Himachal Pradesh.

CHANGE OF NAME

I, Aman Kumar Sharma age 41 years s/o Sh. Bhagi Rath Sharma, r/o Sant Ram Jai Shree Niwas, Ghora Chowki Shimla (H.P.) declare that I have changed name of my son from Sivenk Kumar (Old Name) to Shivank Sharma. All concerned please may note.

AMAN KUMAR SHARMA
s/o Sh. Bhagi Rath Sharma,
r/o Sant Ram Jai Shree Niwas, Ghora Chowki Shimla, (H.P.).