



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शनिवार, 05 अप्रैल, 2025 / 15 चैत्र, 1947

हिमाचल प्रदेश सरकार

पर्यावरण, विज्ञान प्रौद्योगिकी एवं जलवायु परिवर्तन

अधिसूचना

शिमला-2, 28 मार्च, 2025

संख्या: एस.टी.आई-एफ(9)-1/2018-एल.—हिमाचल प्रदेश सरकार, ने हिमाचल प्रदेश जीव अनाशित कूड़ा-कचरा (नियन्त्रण) अधिनियम, 1995 के अधीन खाद योग्य बैग सहित कतिपय अनाशित कूड़ा-05-राजपत्र/2025-05-04-2025 (177)

कचरा पदार्थों के उपयोग पर और राज्य में प्रदूषण के बचाव, पर्यावरण की सुरक्षा प्रतिरक्षण उसे बिखरने पर प्रतिरोध अधिरोपित किया है;

राज्य में आशित कूड़ा-कचरा और अनाशित कूड़ा-कचरा अपशिष्ट को फेंकने की घटनाएं देखी जा रही हैं जिनके कारण प्रदूषण होता है और नाले के जाम होने के अतिरिक्त पर्यावरण को भी नुकसान पहुंचता है। हिमाचल प्रदेश में पर्यटक यानों, सार्वजनिक एवं प्राइवेट परिवहन और टैक्सियों से कूड़ा फेंकने का भी नोटिस किया गया है और यह कि राज्य में प्लास्टिक कचरा प्रबंधन हेतु विशेष ध्यान देने की अपेक्षा है क्योंकि यह फेंका गया कूड़ा-कचरा प्रत्यक्षता नालों और मलव्ययन में पहुंच रहा है जिसके कारण सीवरेज इन लोक सुविधायों के बन्द होने और प्रतिरोध हो रहा है;

हिमाचल प्रदेश जीव अनाशित कूड़ा-कचरा (नियंत्रण) अधिनियम, 1995 की धारा 3 लोक जल निकास और मलव्ययन में कूड़ा-कचरा फेंकने को प्रतिषेध करता है;

अतः हिमाचल प्रदेश के राज्यपाल, पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा 5 और हिमाचल प्रदेश जीव अनाशित कूड़ा-कचरा (नियंत्रण) अधिनियम, 1995 की धारा 3-क की उप-धारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए आदेश करते हैं कि अभी से समस्त टैक्सी संचालक लोक परिवहन (हिमाचल प्रदेश पथ परिवहन निगम आदि) और अन्य प्राइवेट परिवहन यान (वोल्वो बसें, ट्रक और टेंपो ट्रैवलर आदि) के स्वामी/चालक उनकी टैक्सी, सार्वजनिक और प्राइवेट यानों में अपशिष्ट के संग्रहण हेतु (कूड़ा-कचरा पात्र रखेंगे/चिपकाएंगे और चिन्हित स्थानों पर निष्पादित करेंगे और इस प्रकार हिमाचल प्रदेश जीव अनाशित कूड़ा-कचरा (नियंत्रण) अधिनियम, 1995 में यथाविनिर्दिष्ट आशित कूड़ा-कचरा प्लास्टिक कैरी बैग/अनाशित कूड़ा-कचरा पदार्थ फेंकने या जमा करने को अनुज्ञात नहीं करेंगे। सम्बद्ध क्षेत्रीय परिवहन अधिकारी (आर.टी.ओ.) मोटरयान निरीक्षक (एम.वी.आई.), बस अड्डा प्रभारी और सार्वजनिक पार्किंग लॉट्स के स्वामी/कब्जाधारी यह सुनिश्चित करेंगे कि उनकी अपनी-अपनी अधिकारिता के क्षेत्रों में इस आशय की अनुपालना होगी। क्षेत्रीय परिवहन अधिकारी (आर.टी.ओ.) और मोटर यान निरीक्षक (एम.वी.आई.) राज्य में केवल "कूड़ा-कचरा पात्र" के स्थापित/चिपकाने के पश्चात् ही टैक्सी/परिवहन यानों को पास/रजिस्ट्रीकृत करेंगे।

इसके अतिरिक्त, हिमाचल प्रदेश के राज्यपाल, यह और आदेश करते हैं कि अधिसूचना संख्या: एस.टी. एफ.-एफ (4)-1/2019-लूज तारीख 21-01-2025 द्वारा पहले से प्राधिकृत अधिकारी/कर्मचारी, क्षेत्रीय परिवहन अधिकारी (आर.टी.ओ.) और मोटर निरीक्षक (एम.वी.आई.) सहित पूर्वोक्त अधिनियम के अधीन किए गए अपराधों का शमन करते समय धारा 7क के अधीन प्रविष्टि और निरीक्षक हेतु भी प्राधिकृत किए जाएंगे और धारा 11 के उपबन्ध के अनुसार किसी भी अपराध का शमन कर सकेंगे। संबद्ध प्राधिकृत अधिकारी पूर्वोक्त अधिनियम के अधीन किए गए अपराधों का शमन करते समय निम्नलिखित मानदण्ड के अनुसार शमन के लिए रकम विनिर्दिष्ट करेगा:—

क्रम संख्या	हिमाचल प्रदेश जीव अनाशित कूड़ा-कचरा (नियंत्रण) अधिनियम, 1995 में यथाविनिर्दिष्ट अनाशित कूड़ा-कचरा पदार्थ के अधीन प्रतिषेध एवं क्रियाकलाप	रकम (रुपयों में)
(क)	हिमाचल प्रदेश जीव अनाशित कूड़ा-कचरा (नियंत्रण) अधिनियम, 1995 में यथाविनिर्दिष्ट आशित कूड़ा-कचरा/अनाशित कूड़ा कचरा पदार्थ का फेंका जाना और खाद योग्य/आशित कूड़ा-कचरा प्लास्टिक कैरी बैग का एक समय उपयोग तथा समस्त टैक्सी संचालकों, लोक परिवहन यानों (हिमाचल प्रदेश पथ परिवहन निगम आदि) और अन्य प्राइवेट परिवहन यान (वोल्वो बसें, ट्रक और टेंपो ट्रैवलर आदि) के स्वामी/चालक द्वारा भोजन परोसने और उपयोग करने (एक समय प्लास्टिक प्रयोग) हेतु प्रयुक्त अनाशित कूड़ा-कचरा, खाद योग्य/आशित कूड़ा-कचरा प्लास्टिक से बनी ऐसी अन्य वस्तुएं।	1500 / -
(ख)	लोक परिवहन हेतु टैक्सी/यानों में "कूड़ा-कचरा पात्र" का स्थापित न किया जाना/चिपकाया जाना।	10,000 / -

उपरोक्त विनियम जन हित में हिमाचल प्रदेश के सम्पूर्ण राज्य में राजपत्र (ई-गजट) में इस अधिसूचना के प्रकाशन की तारीख से तीस दिन के भीतर प्रवृत्त होंगे।

आदेश द्वारा,

प्रबोध सक्सेना,
मुख्य सचिव।

[Authoritative English text of this Department Notification No. STE-F(9)-1/2018-loose, dated 28-03-2025 as required under clause 3 of Article 348 of the Constitution of India].

ENVIRONMENT, SCIENCE TECHNOLOGY & CLIMATE CHANGE DEPARTMENT

NOTIFICATION

Shimla-2, the 28th March, 2025

No. STE-F(9)-1/2018-loose.—WHEREAS, the Government of Himachal Pradesh under Himachal Pradesh Non-Biodegradable Garbage (Control) Act, 1995, has imposed ban on use of certain non-bio degradable materials including compostable bags and littering thereof in the State to prevent pollution, save and protect the environment;

WHEREAS, incidences of littering of bio-degradable and non-biodegradable waste are being observed in the State which is causing pollution and damage to environment in addition to clogging of drains. Whereas, littering is also noticed from tourists vehicles, public & private transport and taxis in Himachal Pradesh and that it requires special attention for plastic waste management in the State as this littered garbage is directly reaching in the drains and sewage causing chocking and blockage of these public utilities;

WHEREAS, the section 3 of Himachal Pradesh Non-Biodegradable Garbage (Control) Act, 1995 prohibit to throw garbage in public drains and sewage;

NOW, THEREFORE, the Governor, Himachal Pradesh, in exercise of the powers conferred by section 5 of the Environment (Protection) Act, 1986 and under Sub-Section (1) of Section 3-A of the H.P. Non-Biodegradable Garbage (Control) Act, 1995 order that henceforth, all taxi operators, public transport (HRTC etc.) and owners/drivers of other private transport vehicles (Volvo Buses, Trucks and Tempo Travellers etc.) shall install/fix “**Garbage Bin**” in their taxi, public and private transport vehicles for collection of waste and dispose of the same at designated places and thus shall not allow to litter /throw Bio-degradable plastic carry bags/Non-biodegradable material as specified in the H.P. Non-Biodegradable Garbage (Control) Act, 1995. The concerned Regional Transport Officer (RTO), Motor Vehicle Inspector (MVI), Bus Adda Incharge and owners/occupiers of public parking lots shall ensure compliance, to this effect in respective areas of their jurisdiction. The Regional Transport Officer (RTO) and Motor Vehicle Inspector (MVI) shall pass/register the taxis/transport vehicles in the State only after installation/fixing of "Garbage Bin". The Governor, Himachal Pradesh is further pleased to order that the officers/ officials already authorized vide Notification No. STE-F(4)-1/2019-Loose dated 21-01-2025 will also be authorized for entry and inspection under section 7(A) while compounding the offences committed under the Act *ibid* including the Regional Transport Officer (RTO) and Motor Vehicle Inspector (MVI) and

to compound any offence as per provision of section 11. The concerned authorized officer, while compounding the offences committed under the Act *ibid*, shall specify the sum for compounding as per the following criteria:—

Sl. No.	Prohibition & activity under Non-Biodegradable material as specified in the H.P. Non-Biodegradable Garbage (Control) Act, 1995	Amount (Rs.)
(A)	Littering of Bio-degradable/non-biodegradable material as specified in the H.P. Non-Biodegradable Garbage (Control) Act, 1995 and one time use Compostable/ Biodegradable Plastic Carry bags and such items made of non-biodegradable, compostable/biodegradable plastic used for serving and consuming food (one time use plastic) by the all Taxi operators, public transport vehicles (HRTC, etc.) and owners/drivers of other private transport vehicles (Volvo Buses, Trucks and Tempo Travellers, etc.).	1500/-
(B)	Non installation/fixing of "Garbage Bin" in taxis/vehicles for public transport.	10,000/-

The above regulation will come into force within 30 days of the date of publication of this notification in the Rajpatra (e-Gazette) in the entire State of Himachal Pradesh in the public interest.

By order,

PRABODH SAXENA,
Chief Secretary.

पर्यावरण, विज्ञान प्रौद्योगिकी एवं जलवायु परिवर्तन

अधिसूचना

शिमला-2, 29 मार्च, 2025

संख्या: एस.टी.आई-एफ(4)-1/2017-लूज.—हिमाचल प्रदेश के राज्यपाल ने हिमाचल प्रदेश जीव अनाशित कूड़ा-कचरा (नियन्त्रण) अधिनियम, 1995 की धारा 3(क) की उप-धारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए और हिमाचल प्रदेश जीव अनाशित कूड़ा-कचरा (नियन्त्रण) संशोधन अधिनियम, 2023 की धारा 2 के खण्ड (ड0ड0) में यथा विनिर्दिष्ट 'जीव अनाशित सामग्री' की संशोधित परिभाषा के अनुसरण में, समसंख्यांक अधिसूचित तारीख 21 जनवरी, 2025 को अनाशित कूड़ा-कचरा से बने कतिपय एक बार उपयोग में आने वाले प्लास्टिक (सिंगल यूज प्लास्टिक) मदों के साथ जीव नाशित खाद बनाने योग्य बैग पर प्रतिबंध लगाया गया है और विभिन्न विभागों के कतिपय अधिकारियों को अतिक्रमणकारियों के विरुद्ध अपराधों का शमन करने के लिए प्राधिकृत किया गया है;

और सरकार के ध्यान में यह आया है कि पॉलीथीन टेरेफ्थैलेट (पी.ई.टी.) विशेषता 500 मिलिलीटर (एम.एल.) आकार तक छोटी जल की बोतलों के व्यापक प्रयोग से उनके छिड़के जाने हेतु सक्षमता के कारण प्रयुक्त पर्यावरणीय कठिनाइयां उत्पन्न हुई हैं छोटी पी.ई.टी. जल की बोतलों के अत्यधिक प्रयोग के कारण बढ़ता छिड़काव व्यापक चुनौती बन गया है। प्रयोग की गई जल की बोतलें जब अनुपयुक्त रूप से नष्ट की जाती हैं तो वे प्रदूषण को बढ़ावा देती हैं, राज्य के नाजुक ईको-प्रणाली को नुकसान पहुंचाती हैं और इसकी पर्यटन स्थल के रूप में मान-सम्मान को हानि पहुंचाती हैं।

अतः पर्यावरण संरक्षण के प्रति राज्य की प्रतिबद्धता के अवलोकन में, हिमाचल प्रदेश के राज्यपाल उपरोक्त अधिसूचना तारीख 21 जनवरी, 2025 के अनुक्रमण में और हिमाचल प्रदेश जीव अनाशित कूड़ा-कचरा अधिनियम, 1995 की धारा 3 (क) की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह आदेश देते हैं कि सरकारी विभागों, बोर्डों, निगमों, अन्य राज्य सरकार के संगठनों द्वारा उनकी सभी आंतरिक अधिकारिक बैठकों, सम्मेलनों, कार्यक्रमों आदि के साथ-साथ हिमाचल प्रदेश पर्यटन विकास निगम (एच.पी.टी.डी.सी.) के होटलों और राज्य प्राइवेट होटलों में पी.ई.टी. जल की बोतलें (500 मिली लीटर तक के आकार) का उपयोग प्रतिषिद्ध रहेगा। वे टिकाऊ विकल्प जैसे कांच को बोतलें जल के डिस्पेंसर/कियोस्क या स्टील के कंटेनर अपनाएंगे। समस्त सरकारी संगठन मुख्य रूप से पर्यावरण, विज्ञान प्रौद्योगिकी और जलवायु परिवर्तन विभाग, पर्यटन विभाग, शिक्षा विभाग, शहरी विकास विभाग और हिमाचल प्रदेश राज्य प्रदूषण नियन्त्रण बोर्ड सार्वजनिक स्थान में छोटी प्लास्टिक पी.ई.टी. जल की बोतलों के उपयोग को हतोत्साहित करने के लिए आई.ई.सी. गतिविधियां चलाएंगे। पर्यावरण, विज्ञान प्रौद्योगिकी और जलवायु परिवर्तन विभाग तथा हिमाचल प्रदेश राज्य प्रदूषण नियन्त्रण बोर्ड प्लास्टिक (पी.ई.टी.) जल की बोतलों के पुनश्चक्रण को और बेहतर बनाने के लिए प्रभावी उपाय करेंगे।

हिमाचल प्रदेश के राज्यपाल यह और निर्देश देते हैं कि पूर्वोक्त अधिनियम के अधीन दिए गए अपराधों के शमन के लिए प्राधिकृत अधिकारियों, अपराधों के शमन के लिए निर्दिष्ट दण्ड की शक्ति और अन्य निबंधन और शर्तें तारीख 21 जनवरी, 2025 की अधिसूचना के अनुसार अपरिवर्तित रहेंगी।

छोटी पी.ई.टी. जल की बोतलों के उपयोग पर प्रतिबंध 1 जून, 2025 से जनहित में प्रभावी रहेगा ताकि सरकारी संगठन, जिनमें एच.पी.टी.डी.सी. होटल तथा प्राइवेट होटल सम्मिलित हैं, अपने स्टॉक का निपटान कर सकें तथा उन्हें किसी भी प्रकार की वित्तीय हानि कारित न हो।

आदेश द्वारा,

प्रबोध सक्सेना,
मुख्य सचिव।

[Authoritative English text of this Department Notification No. STE-F(4)-1/2017-loose, dated 29-03-2025 as required under clause 3 of Article 348 of the Constitution of India].

ENVIRONMENT, SCI. TECH. & CLIMATE CHANGE DEPARTMENT

NOTIFICATION

Shimla-2, the 29th March, 2025

No. STE-F (4)-1/2017-L.—WHEREAS, the Governor of Himachal Pradesh, in exercise of the powers conferred under sub-section (1) of Section 3-A of the H.P. Non- Biodegradable Garbage (Control) Act, 1995 and in pursuance to the amended definition of 'non-biodegradable material' as specified in the Section 2, clause (ee) of the H.P. Non-Biodegradable Garbage (Control) Amendment Act, 2023, has imposed ban vide notification of even number dated 21-01-2025 on certain one time use plastic (Single Use Plastic) items made of non-biodegradable material as well as biodegradable/compostable bags, and authorized certain officers of different Departments to compound any offence against the violators;

AND WHEREAS, it has come to the notice of the Government that the widespread use of polyethylene terephthalate (PET) water bottles, especially smaller ones up to 500 milliliter (ml) size, has led to significant environmental concerns due to their potential for littering. The increasing littering caused by excessive use of small PET water bottles is becoming a visible challenge. The used PET water bottles, when improperly disposed of, contribute to pollution, harm the state's fragile ecosystems and tarnish its reputation as tourism destination.

NOW, THEREFORE, in view of the State's commitment to environmental protection, the Governor, Himachal Pradesh in continuation of the Notification dated 21st January, 2025 and in exercise of the powers conferred under sub-section (1) of Section 3-A of the H.P. Non-Biodegradable Garbage (Control) Act, 1995, is pleased to order that the use of PET water bottles (size up to 500 ml) by Government Departments, Boards, Corporations, other State Government Organizations in their all indoor official meetings, conferences, events etc. as well as in Himachal Pradesh Tourism Development Corporation (HPTDC) hotels and the private hotels in the State will be prohibited. They will adopt sustainable alternatives, such as, glass bottles, water dispensers/kiosks or steel containers. All Government organizations primarily the Department of Environment, Science Technology & Climate Change, Tourism Department, Education Department, Urban Development Department and the HP State Pollution Control Board shall carry out IEC activities for discouraging the use of small plastic PET water bottles in public places. The Department of Environment, Science Technology & Climate Change and the HP State Pollution Control Board shall take effective measures to further improve the recycling of Plastic (PET) water bottles.

The Governor, Himachal Pradesh, is further pleased to direct that the officers already authorized to compound the offences committed under the Act *ibid*, sum of penalty specified for compounding of offences and other terms & conditions vide above referred notification dated 21st January, 2025 shall remain unchanged.

The ban on use of the small PET water bottles will be effective from 1st June, 2025, in the public interest, so that the Government Organizations including HPTDC hotels and the private hotels may dispose of their stocks and no financial loss is caused to them.

By order,

PRABODH SAXENA,
Chief Secretary.

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171002, the 07th February, 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/ Order
1.	Ref. 06/2022	Sh. Swaroop Singh	Time Technoplast	02.05.2024
2.	Ref. 37/2022	Sh. Ishwar Dass	M/s Technology House (India) Pvt. Ltd.	04.05.2024
3.	Ref. 309/2020	Sh. Raju Ram	M/s Technology House (India) Pvt. Ltd.	04.05.2024
4.	Ref. 313/2020	Sh. Sohan Lal	M/s Technology House (India) Pvt. Ltd.	06.05.2024
5.	Ref. 94/2016	Sh. Amar Singh	The XEN, HPSEB, Shimla & Anr.	06.05.2024
6.	Ref. 47/2023	Sh. Arun Rana	M/s Ion Healthcare (P) Ltd.	06.05.2024
7.	Ref. 146/2019	Sh. Arun Thakur	M/s Zen Technologies Ltd.	06.05.2024
8.	Ref. 113/2023	Sh. Amod Kumar	M/s Maxtar Biogenetics	06.05.2024
9.	Ref. 108/2023	Sh. Ranjeet Singh	M/s Roshan Lal & Sons	08.05.2024
10.	Ref. 102/2021	Sh. Jai Pal	M/s Shree Khatuji Industries	09.05.2024
11.	Ref. 102/2024	Sh. Jasmeet Singh	M/s Shree Khatuji Industries	09.05.2024
12.	Ref. 16/2023	Sh. Shiv Kumar Singh	M/s Ashirwad Print 'o' Pack (P) Ltd.	11.05.2024
13.	Ref. 17/2023	Sh. Akash Abhinav	M/s Ashirwad Print 'o' Pack (P) Ltd.	11.05.2024
14.	Ref. 05/2022	Sh. Hariom Tatsat	M/s Tangent Power	27.05.2024
15.	Ref. 08/2019	Sh. Vijay Puri	M/s MD Kailash Print Media (P) Ltd.	28.05.2024
16.	Ref. 238/2020	Workers Union	V/s Himachal Baspa Power Co.	28.05.2024

By order,

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

IN THE COURT OF YOGESH JASWAL, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Reference No. : 06 of 2022
Date of Institution : 01.01.2022
Date of Decision : 02.05.2024

Swaroop Singh s/o Shri Balraj Singh, r/o VPO Kharat, Tehsil Baroh, District Kangra, H.P.
...Petitioner.

Versus

The Occupier/Factory Manager M/s Time Technoplast Ltd., Unit-III, Village Dharampur, P.O. Thana, Tehsil Baddi, District Solan, H.P.
...Respondent.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Shri Virender Chauhan, Advocate
For the Respondent : Shri T.K Verma, Advocate

AWARD

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

“Whether Shri Swaroop Singh s/o Shri Balraj Singh r/o VPO Kharat, Tehsil Baroh, District Kangra, H.P., who was initially engaged as technician and working as Junior Engineer at the time of termination of his services, falls under the definition of “workman” under Section 2(s) of the Industrial Disputes Act, 1947? If yes, what relief Shri Swaroop Singh is entitled to? and if not, what its effects?

“Whether the termination of services of Shri Swaroop Singh s/o Shri Balraj Singh, r/o VPO Kharat, Tehsil Baroh, District Kangra, H.P. w.e.f. 07.10.2020 by the Occupier/Factory Manager M/s Time Technoplast Ltd., Unit-III, Village Dharampur, P.O. Thana, Tehsil Baddi, District Solan, H.P. without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what amount of back-wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?

2. The case of the petitioner, as it emerges from the statement of claim, is that he had worked as a technician (in tool room) with the respondent/company w.e.f. 18.07.2014 to 07.10.2020. Thereafter, he was not allowed to enter the premises and his services were terminated without assigning any reason. He had rendered his services even during the tough time, when lock-down was imposed in the whole country on account of Covid-19 pandemic. He had made several requests and representations to the respondent/company for his re-engagement, but of no avail. No enquiry had ever been conducted against him before terminating his services. He raised an industrial dispute, which led to the present reference.

3. On notice, the respondent appeared and filed the reply, wherein it is admitted that the petitioner had been working with the respondent/company since 18.07.2014. It is denied that he had been working with sincerity and had always rendered his best services to the company. It is asserted that the act and conduct of the petitioner during his employment was not fair and proper. He used to misbehave with the officials of the respondent/management and had been indulging in wrong and illegal activities. Many warning letters were issued to him. The allegations of the petitioner are wrong, false and baseless. He had abandoned the job of his own and that too without the permission of the respondent/company. So, the termination letter dated 07.10.2020 had rightly been issued by the respondent/company. Hence, it is prayed that the claim petition be dismissed.

4. While filing the rejoinder, the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

5. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court, vide order dated 29.08.2022.

1. Whether the termination of the services of the petitioner by the respondent w.e.f. 07.10.2020 is in violation of the provisions of the Industrial Disputes Act, 1947? If so, then what service benefits the petitioner is entitled to? ...OPP.
2. Whether the petition is neither competent nor maintainable, as alleged? ...OPR.

Relief.

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

7. Arguments of the learned Counsel for the parties heard and records gone through.

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 in service, but without back-wages.

Issue No. 2: No.

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

REASONS FOR FINDINGS

ISSUE NO. 1

9. In support of his case, the petitioner, namely, Shri Swaroop Singh appeared in the witness box as PW-1 and tendered in evidence his affidavit as Ex. PW-1/A, wherein he reiterated almost all the averments as made in the claim petition. He also tendered in evidence his joining report as Mark PX-1, his salary slip as Mark PX-2 and request letters as Mark PX-3 to Mark PX-5.

10. In the cross-examination, he stated that he had joined as technician. He specifically denied that he was promoted to the supervisory level and does not fall in the definition of a “workman”. He admitted that 3-4 warning letters had been issued to him and that he had tendered apologies to the company. He denied that he had indulged in various acts of insubordination and unfair labour practice. He further denied that his act, conduct and behaviour was not proper with the co-workers and the respondent management.

11. Conversely, the respondent examined its Senior Executive Shri Arun Kumar as RW-1, who has tendered in evidence his affidavit Ex. RW-1/A, wherein he has corroborated on oath the contents of the reply filed by the respondent. He also tendered in evidence letters dated 31.08.2015, 20.09.2017 and 20.09.2017 as Ex. RW-1 to Ex. RW-3 respectively, complaint dated 09.02.2018 as Ex. R-4, suspension letter dated 09.02.2018 as Ex. RW-5, warning letter dated 19.02.2018 as Ex. RW-6, suspension letter dated 05.12.2018 as Ex. RW-7, letter dated 06.12.2018 as Ex. RW-8, apology letter dated 06.12.2018 as Ex. RW-9, apology letter dated 19.02.2018 as Mark R-1, salary slips as Mark R-2 to Mark R-4 and letter dated 22.12.2020 as Mark R-5.

12. In the cross-examination, he admitted that the petitioner had worked as a technician with the respondent/company since the year 2014. He also admitted that the petitioner had not been chargesheeted. Volunteered that, many warning letters had been issued to him and when he was called upon to explain his position, he did not turn up. He further admitted that no domestic enquiry had been conducted against the petitioner and that before terminating his services, no termination letter was issued to him. He admitted that no 2nd show cause notice had been issued to him. He denied that the services of the petitioner were terminated by the respondent/ company illegally.

13. No doubt, the appropriate Government while sending the present reference petition to this Court for its legal adjudication has specifically referred the issue as to whether the petitioner falls within the definition of “workman” or not? But, inadvertently no specific issue in this regard was struck by the predecessor(s) in office of mine. Since, the respondent has claimed that as the petitioner is not a “workman” as per the Act and there is also a specific reference in this regard, I proceed to venture into the legal aspect of the matter, as to whether the petitioner would fall within the terms of Section 2(s) of the Act or not? The Section reads as under:

“Workman” means any person (including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) *who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or*
- (ii) *who is employed in the police service or as an officer or other employee of a prison; or*
- (iii) *who is employed mainly in a managerial or administrative capacity; or*
- (iv) *who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, function mainly of a managerial nature.]*

14. The definition itself stipulates as to who a workman would be. For an employee in an industry to be a “workman” under the definition, it is manifest that he must be employed to do manual work, unskilled work, skilled work, technical work, operational work, clerical or supervisory work. The question as to whether an employee is a “workman” has to be determined with reference to his principal nature of duties and functions. Such a question is required to be determined with reference to the facts and circumstances of the case and the material on record, there is no straight jacket formula which can be determinative of the real nature of duties and functions being performed by an employee in all cases. However, where an employee is employed to do any type of work enumerated in the definition, there is hardly any difficulty in treating him as a “workman” under the appropriate classification.

15. Viewed in this context, a bare reading of the pleadings as well as the testimony of RW-1 Shri Arun Kumar, would show that the petitioner was engaged as a technician. The petitioner was also specific that he had worked as a technician in the respondent/company. He while under cross-examination has categorically denied that he had been promoted to a supervisory post. Manifest that the primary duty of the petitioner was to do technical works. There is not an iota of evidence on record to show that he had been employed in a managerial or administrative capacity. He was also not working in a supervisory capacity.

16. As far back in the year 2006, the Hon’ble Supreme Court in “**Anand Regional Coop. Oil Seeds Growers Union Ltd. Vs. Shailesh Kumar Harshad Bhai Shah (2006) 6 SCC 548**” has held that:

“In determining the nature of work, essence of the matter should be considered and the designation of the employee or the name assigned to him should not be given due importance. The primary duty performed by the person is to be given due importance. For determining the question as to whether a person employed in a industry is a workman or not, not only the nature of the work performed by him but also the terms of the appointment in the job performed are relevant consideration. Being incharge of the section alone and that too shall one relating to Quality control would not answer the text”.

17. It is now trite that the issue as to whether an employee answers the description of a workman or not has to be determined on the basis of conclusive evidence on record. Reference may be made in this behalf to a judgment of the Hon’ble Supreme Court titled as **“Sonepat Cooperative Sugar Mills Ltd Vs. Ajit Singh (2005) 3 SCC 232”**.

18. The perusal of the evidence on record discussed hereinabove conclusively goes to show that oblivious of the pay package of the petitioner, he does fall within the purview of the term “workman” as has been detailed above.

19. The respondent has taken the plea of abandonment, as it has specifically been pleaded in the reply that the petitioner had left the job of his own free will and volition. However, it is well known that abandonment has to be proved by the employer like any other fact. Therefore, the burden of proving of abandonment is upon the respondent. It has been laid down by our own Hon’ble High Court in case titled as **Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875** that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as **State of Himachal Pradesh & another vs. Shri Partap Singh, 2017 (1) Him L.R. 286**, it has been held by our own Hon’ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Mere statement of Shri Arun Kumar (RW1), alleging that the workman had absented himself and had not returned back 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 got conducted by the respondent. In the present case, as it emerges from the evidence on record, so was not done by the respondent. Then, ‘*animus*’ to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such ‘*animus*’ on the part of the petitioner is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondent/employer is not established.

20. Undoubtedly, the contention of the respondent is also to the effect that the conduct of the petitioner was not satisfactory, as he had been misbehaving with the other officials of the respondent/company and warnings, both oral and in writing were issued to him. According to the warning letter (Ex. RW-2), the petitioner is claimed to have taken photographs of the tool room of the factory, which had been uploaded on the facebook account of one Shri Kali Dass, despite the fact that the mobile phone with camera was strictly banned in the factory premises. As per the second warning letter (Ex. RW-6), the petitioner is stated to have created indiscipline by throwing water on Shri Robin Kondal (Production Engineer), while on duty. According to the last warning letter (Ex. RW-8) the petitioner is again said to have created indiscipline by throwing water on one Shri Gurcharan Singh (Fitter). Two suspension orders, one dated 09.02.2018 (Ex. RW-5) and the other dated 05.12.2018 (Ex. RW-7) are also claimed to have been issued by the respondent against the petitioner.

21. Since, the respondent has alleged misconduct and dereliction in duties 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 and dereliction of duties on his part. Admittedly, so was not done by the respondent, as is evident from the testimony of the witness examined by the respondent as RW-1 Shri Arun Kumar, who clearly admitted while under cross examination that no domestic enquiry had been conducted against the petitioner, nor he had ever been charge-sheeted. Although, no termination letter has been placed and exhibited on record, either by the petitioner or by the respondent, but it is apparent from the pleadings of the respondent that the services of the petitioner had been terminated by issuance of a termination letter. 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 and not by way of punishment, it becomes a case of illegal retrenchment. Faced with the situation, it was contended by the learned counsel for the respondent that apologies (Ex. RW-3), (Mark R-1) and Ex. (RW-9) had been tendered by the petitioner regarding his alleged misdeeds. To my mind, this fact would not come to the rescue of the respondent in any way in the absence of any inquiry having been conducted and chargesheet laid against the petitioner.

22. Since, it stands proved on record that without conducting any inquiry and without putting a charge to the petitioner, he was held to be guilty of misconduct and of dereliction in duties, his termination is in contravention of the provisions of the Act and for this reason, the same is held to be illegal and improper. Accordingly, the order of termination of services of the petitioner *w.e.f.* 07.10.2020 is hereby set aside and quashed. Therefore, the petitioner is entitled to reinstatement in service with seniority and continuity in service.

23. As regards the back-wages, it is to be noted that there is no evidence whatsoever on record brought by the petitioner which could go to show that after his termination/disengagement, he had not remained gainfully employed. For his failure, to bring evidence to this effect, that after having been disengaged from services, he remained not gainfully employed, I am of the considered view that, he does not deserve to be granted the back wages. It has been held by the Hon'ble Supreme Court in ***M/s Ritu Marbals Vs. Prabhakant Shukla, 2010 (1) SLJ S.C 70***, that full back wages cannot be granted mechanically upon an order of termination being declared illegal. It is further held that reinstatement must not be accompanied by payment of full back-wages even for the period when the workman remained out of service and contributed little or nothing to the industry.

24. In case titled as ***Kendriya Vidyalaya Sangathan and another Vs. S.C Sharma, (2005) 2 Supreme Court Cases 363***, it has been specifically held by the Hon'ble Supreme Court that the initial burden is on the workman/employee to show that he was not gainfully employed.

25. Since, the services of the petitioner were terminated in contravention of the provisions of the Act, I am of the considered view that he is entitled to be reinstated in service with seniority and continuity in service, but without back wages. Thus, my answer to this issue is in "Yes" accordingly.

ISSUE NO. 2

26. Consequent upon the reference, which has been made to this Court, the petitioner has filed this petition. It is not understandable as to why this petition is not maintainable. Moreover, at the time of arguments it could not been explained on behalf of the respondent as to why the petition is not maintainable. Thus, by holding it to be maintainable, my answer to this issue is in "No".

RELIEF

27. As a sequel to my findings on the aforesaid issues, the claim of the petitioner is allowed and it is ordered that he (petitioner) be reinstated in service with seniority and continuity in service, but without back wages. Consequently, the reference stands answered in favour of the petitioner and against the respondent. Let a copy of this award be sent to the appropriate Government for publication in the official gazette. File, after completion be consigned to records.

Announced in the open Court today this 2nd Day of May, 2024.

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

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

Reference No. : 37 of 2022
Date of Institution : 14.02.2022
Date of Decision : 04.05.2024

Ishwar Dass s/o late Shri Shui Ram, r/o Village Koshgar, P.O. Majhowali, Tehsil Rampur Bushehr, District Shimla, H.P.
...Petitioner.

Versus

The Manager M/s Technology House (India) Pvt. Ltd., (Jeori Hydro Electric Project) located at Village Rattanpur, Tehsil Rampur Bushehr, District Shimla, H.P. *...Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Shri Prateek Kumar, Advocate
For the Respondent : Shri B.R Kashyap, Advocate

AWARD

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

“Whether retrenchment of the services of Shri Ishwar Dass s/o late Shri Shui Ram, r/o Village Koshgar, PO Majhowali, Tehsil Rampur Bushehr, District Shimla, H.P by the Manager M/s Technology House (India) Pvt. Ltd. (Jeori Hydro Electric Project) located at Village Rattanpur, Tehsil Rampur Bushehr, District Shimla, H.P w.e.f. 30.09.2019 after the payment of full and final dues amounting to Rs. 1,24,329/- only, is legal and justified? If not, what relief including reinstatement and other service benefits the aggrieved workman is entitled to and if yes, what are its effect?”

2. The case of the petitioner as it emerges from the statement of claim is that he was engaged as chowkidar/security in the month of October, 2013 on monthly wages of ₹ 5,700/-. Thereafter *w.e.f.* 01.04.2014, he had been re-designated as helper project and his wages were increased to ₹ 6,000/- per month. He had worked with honesty, sincerity and to the utmost satisfaction of the respondent and had completed 240 days in every calendar year. His services were terminated on 30.09.2019 in violation of the provisions of Sections 25-F, 25-G, 25-H and 25-N of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). After the termination of his services, juniors to him were retained and even fresh hands were engaged. As per the agreement executed by the respondent with the State Government, they are bound to provide employment to the petitioner, being a local inhabitant of the area, where the project is situated. He claim himself to be unemployed. He raised an industrial dispute, which led to the present reference.

3. On notice, the respondent appeared and filed the reply.

4. The statement of claim was contested raising preliminary objection regarding lack of maintainability, as the petitioner had been engaged temporarily till the completion of the project. On merits, it is alleged that the respondent had neither retrenched nor terminated the services of the petitioner. The petitioner had given undertaking by way of an affidavit at the time of his joining that he had been engaged only for the execution of the project at site, hence, he is not entitled to any relief. Initially the petitioner had been getting a salary of ₹ 6,500/- per month and thereafter his services were taken as Assistant Project in the year, 2014. It is denied that his services were terminated without show cause notice, chargesheet or holding any enquiry. The petitioner had joined the respondent with the undertaking that he shall not file any claim against the company after the completion of the project for which the appointment letter was issued. Since, the petitioner had joined the respondent conditionally till the completion of the project, hence the question to engage fresh hands and allowing his juniors to remain in the job does not arise. It is denied that the provisions of Section 25-N are applicable. It is further denied that the petitioner being a local inhabitant has got a right to file the petition and set up a claim under the Act. It is also denied that the petitioner is entitled to any seniority and 100% back-wages and that the respondent is liable to take his care throughout his life, especially when the project stands completed and his services had come to an end automatically. By denying the other allegations, the respondent has prayed that the claim petition be dismissed.

5. While filing the rejoinder, the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

6. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court, *vide* order dated 26.12.2022:

1. Whether the retrenchment of the services of Shri Raju Ram *w.e.f.* 30.09.2019, after the payment of full & final dues amounting to ₹ 1,24,329/- by the respondent 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.

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

8. Arguments of the learned Counsel for the parties heard and records gone through.

9. 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 in service alongwith full back-wages.

Issue No. 2: No.

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

REASONS FOR FINDINGS

ISSUE NO. 1

10. The petitioner, namely, Shri Ishwar Dass has examined himself as PW-1 and filed his affidavit in evidence under Order 18 Rule 4 of the Code of Civil Procedure, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim. He also tendered in evidence his appointment letter as Mark PX-1 and list of workers as Mark PX-2.

11. In the cross-examination, he denied that he was engaged on temporary basis. He also denied that after receiving the appointment letter, he had tendered an affidavit that he would leave the job once the project work was over. He admitted that dues were paid to him through online transaction. He further admitted that no termination letter was issued to him. He denied that he was paid full & final settlement amount. He further denied that the company had not engaged fresh hands after the completion of the project. He also denied that he was engaged for construction purpose only. Volunteered that, he was engaged as chowkidar. He denied that after the completion of the project his services were not required by the company.

12. Shri Pushpender Kumar, Labour Inspector, Rampur circle has stepped into the witness box as PW-2 and has proved on record the memorandum of settlement dated 28.10.2023 as Mark PX-1, the copy of which was forwarded to him vide Mark PX-2 and settlement under Section 12(3) as Ex. P-1.

13. In the cross-examination, he admitted that these settlements did not pertain to the salary. He denied that no complaint/demand notice was filed by the petitioner.

14. Conversely, Shri Nirmal Kumar Yadav, posted as General Manager in the respondent/company testified as RW-1. He in his affidavit Ex. RW-1/A corroborated the contents of the reply filed by the respondent/company.

15. In cross-examination, he admitted that the petitioner had been working as Chowkidar (security) with the company and that his attendance was being marked by the officials of the company. He also admitted that contributions towards ESI and EPF were also being deducted by the company. He denied that the petitioner is one of the land looser along-with the residents of the area. Volunteered that, it is Government land. He further denied that the petitioner was a permanent employee of the respondent/company. He feigned ignorance as to whether the affidavit Mark RA was attested by any authority or not. He admitted that the affidavit Mark RA was issued in the name of the respondent company. He denied that the petitioner had not given the affidavit Mark RA to the respondent. He did not know that S/Shri Sain Ram, Sushil Kumar, Balwant Thakur, Daulat Ram etc., were still working with the respondent/company. He denied that the services of

the petitioner had been terminated illegally and that the affidavit submitted by him had been prepared fraudulently. He admitted that the project of the respondent is still running.

16. Undoubtedly, the contention of the respondent is to the effect that since the petitioner was engaged for a specific requirement and as the construction of the project was over, the services of the petitioner had stood terminated automatically *w.e.f.* 30.09.2019. No doubt, as per the copy of appointment letter placed on record by the petitioner as Mark PX-1, his services stood engaged for a specific requirement, *i.e.* purely for the period of construction of the Jeori Project, but it is to be noted that RW-1 Shri Nirmal Kumar Yadav, has clearly admitted in the cross-examination that the project of the respondent was still running. In these circumstances, it is quite apparent that the services of the petitioner could have been continued instead of terminating the same.

17. As per Shri Nirmal Kumar Yadav (RW-1), who has appeared into the witness box in support of the case of the respondent, on material particulars, the petitioner had given an undertaking by way of an affidavit that his services were conditional. Copy of such affidavit stands placed as Mark RA. A glance at this document would show that this affidavit-cum-declaration has not at all been duly attested in accordance with law. No suggestion was put, nor the petitioner was cross-examined by the respondent to the effect that any undertaking by way of an affidavit had been given by him. Therefore, no help can be taken by the respondent from the aforesaid statement made by its witness and the document Mark RA.

18. No doubt, while under cross-examination the petitioner has admitted that no termination letter had been issued to him, but from his entire statement on record, it is apparent that his services stood terminated on 30.09.2019 by the respondent in violation of the provisions of Section 25-F of the Act. He further made it clear in his statement that he had completed 240 days in each year and that before terminating his service no show cause notice was issued to him, nor he had ever been charge-sheeted. Besides many juniors to him have been retained and fresh hands have been engaged by the respondent after his termination. Although, no mandays chart has been placed and exhibited on record by the petitioner to show that in the twelve calendar months preceding his termination, the petitioner had completed 240 days, but it stands clear admitted by RW-1 Shri Nirmal Kumar Yadav that the petitioner had been working as chowkidar with the company. Indisputably, the petitioner had been engaged *w.e.f.* 01.08.2013 and it is not disputed that his services stood terminated on 30.09.2019. Since, it is admitted by the own witness of the respondent that the petitioner had been working as a chowkidar with the company, it can safely be inferred that he had been working regularly from the date of his initial engagement till the date of his termination. Manifest that he must have completed 240 days in twelve calendar months preceding his termination. It is true that as per the contention of the respondent, the services of the petitioner had stood automatically terminated, *w.e.f.* 30.09.2019, since on the said date, the construction of the Jeori Project had been completed, but in my considered view, the petitioner was required to be given a notice in terms of Section 25-F of the Act, besides payment of retrenchment compensation. In the statement of Shri Nirmal Kumar Yadav (RW-1), it has come that full & final payment has been made to the petitioner and it stands also admitted by the petitioner that dues have been paid to him, but there is no evidence, whatsoever, which could go to show that the petitioner had also been paid the retrenchment compensation as per Section 25-F (b) of the Act. In case titled as *M Nilajkar & others Vs. Telecom District Manager, Karnataka, 2003 LLR 470, S*, it has been held by the Hon'ble Supreme Court that :

“The closure of a project or scheme by the State Government would be covered by closing down of undertaking within the meaning of section 25FFF. The workman would therefore be entitled to notice and compensation in accordance with the provisions of section 25F though the right of employer to close the undertaking for any reason whatsoever cannot be questioned”.

19. Having regard to the law laid down by the Hon'ble Supreme Court, it was incumbent upon the respondent to have paid retrenchment compensation to the petitioner, as per Section 25-F of the Act, even, if the construction of the Jeori Project was completed. Even otherwise, as discussed above, it stands clearly admitted by Shri Nirmal Kumar Yadav (RW-1) while under cross-examination that the project of the respondent is still running. At this stage, I would also like to point out that the respondent has failed to lead any such evidence which could go to prove that at the time of engagement of the petitioner, it had been brought to his notice that his services were being engaged in a Project for a specific requirement, *i.e.* for the period of construction of the project, which was to last only for a particular length of time. In the absence of such proof/evidence, the employer (respondent) had not brought to the notice of the petitioner, that his services were short lived. Since, the services of the petitioner had been terminated in contravention of the provisions of Section 25-F of the Act, I have no hesitation in holding that the same are illegal and unjustified.

20. The petitioner as per his pleadings has claimed full back-wages. As PW-1, he claimed that from the date of his illegal termination, he has remained unemployed. In *Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and Others (2013) 10 SCC 324*, it has been held by the Hon'ble Supreme Court that the denial of back wages would amount to indirectly punishing the employee and rewarding the employer by relieving him of the obligation to pay back wages and where an employer wants to deny back wages or contest the employee's entitlement to get consequential benefits, employer has to plead and prove that employee was gainfully employed during the intervening period.

21. To my mind, now if the respondent wanted to avoid the payment of full back-wages, then it had to specifically plead and also lead cogent evidence to prove that the petitioner was gainfully employed and was getting wages equal to the wages he was drawing prior to the termination of his service. Since, in the case in hand, the petitioner has shown that he was not employed, the onus lay on the respondent to specifically plead and prove that the petitioner was gainfully employed and was getting the same or substantially the similar emoluments. However, so has not been done by the respondent in the present case. Neither, it has been pleaded nor any grain of evidence has been led on record by the respondent to show that the petitioner was gainfully employed. RW-1 Shri Nirmal Kumar Yadav has nowhere made a whisper in his statement recorded on oath before the Court that the petitioner is gainfully employed. Therefore, I have no hesitation in holding that the petitioner is entitled to full back-wages from the date of his illegal termination *i.e.* 30.09.2019 till his reinstatement. My answer to this issue is accordingly in "Yes".

ISSUE NO. 2

22. In support of this issue, no evidence has been led by the respondent. Moreover, I find nothing wrong with this claim petition, which is perfectly maintainable in the present form. The present claim petition has been filed by the petitioner pursuant to the reference received from the appropriate Government. Thus, my answer to this issue is in "No" accordingly.

RELIEF

23. As a sequel to my above discussion and findings on issues no. 1 & 2 above, the claim of the petitioner succeeds and is hereby allowed and he is accordingly ordered to be re-instated in service forthwith, with seniority and continuity in service with effect from the date of his termination *i.e.* 30.09.2019 along-with full back-wages. The back-wages shall be payable by the respondent within a period of three months from the date of publication of the award, failing which the same shall carry an interest @ 4% per annum. The reference is answered in the aforesaid terms.

A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 4th Day of May, 2024.

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

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

Reference No. : 309 of 2020
Date of Institution : 26.11.2020
Date of Decision : 04.05.2024

Raju Ram s/o late Shri Raghu Dass r/o Village Majhewali (Kyari), PO Majhewali, Tehsil Rampur Bushehr, District Shimla, H.P. *...Petitioner.*

Versus

The Manager M/s Technology House (India) Pvt. Ltd. (Jeori Hydro Electric Project) located at Village Rattanpur, Tehsil Rampur Bushehr, District Shimla, H.P. *...Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947.

For the Petitioner : Shri Prateek Kumar, Advocate
For the Respondent : Shri B.R Kashyap, Advocate

AWARD

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

“Whether retrenchment of the services of Shri Raju Ram s/o late Shri Raghu Dass, r/o Village Majhewali (Kyari), P.O. Majhewali, Tehsil Rampur Bushehr, District Shimla, H.P. by the Manager M/s Technology House (India) Pvt. Ltd. (Jeori Hydro Electric Project) located at Village Rattanpur, Tehsil Rampur Bushehr, District Shimla, H.P. w.e.f. 30.09.2019 after the payment of full and final dues amounting to ₹ 1,12,882/- is legal and justified? If not, what relief including reinstatement and other service benefits the aggrieved workman is entitled to and if yes, what are its effect?”

2. The case of the petitioner as it emerges from the statement of claim is that he was engaged as chowkidar/security in the month of October, 2013 on monthly wages of ₹ 5,700/-. Thereafter w.e.f. 01.04.2014, he had been re-designated as helper project and his wages were increased to ₹ 6,000/- per month. He had worked with honesty, sincerity and to the utmost satisfaction of the respondent and had completed 240 days in every calendar year. His services

were terminated on 30.09.2019 in violation of the provisions of Sections 25-F, 25-G, 25-H and 25-N of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). After the termination of his services, juniors to him were retained and even fresh hands were engaged. As per the agreement executed by the respondent with the State Government, they are bound to provide employment to the petitioner, being a local inhabitant of the area, where the project is situated. He claim himself to be unemployed. He raised an industrial dispute, which led to the present reference.

3. On notice, the respondent appeared and filed the reply.

4. The statement of claim was contested raising preliminary objection regarding lack of maintainability, as the petitioner had been engaged temporarily till the completion of the project. On merits, it is alleged that the respondent had neither retrenched nor terminated the services of the petitioner. The petitioner had given undertaking by way of an affidavit at the time of his joining that he had been engaged only for the execution of the project at site, hence, he is not entitled to any relief. It is admitted that initially the petitioner as chowkidar had been getting a salary of ₹ 5,700/- per month and thereafter his services were taken as Project helper in the year, 2014. It is denied that his services were terminated without show cause notice, chargesheet or holding any enquiry. The petitioner had joined the respondent with the undertaking that he shall not file any claim against the company after the completion of the project for which the appointment letter was issued. Since, the petitioner had joined the respondent conditionally till the completion of the project, hence the question to engage fresh hands and allowing his juniors to remain in the job does not arise. It is denied that the provisions of Section 25-N are applicable. It is further denied that the petitioner being a local inhabitant has got a right to file the petition and set up a claim under the Act. It is also denied that the petitioner is entitled to any seniority and 100% back-wages and that the respondent is liable to take his care throughout his life, especially when the project stands completed and his services had come to an end automatically. By denying the other allegations, the respondent has prayed that the claim petition be dismissed.

5. While filing the rejoinder, the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

6. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court, vide order dated 26.12.2022.

1. Whether the retrenchment of the services of Shri Raju Ram *w.e.f.* 30.09.2019, after the payment of full & final dues amounting to ₹ 1,12,882/- by the respondent 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.

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

8. Arguments of the learned Counsel for the parties heard and records gone through.

9. 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 in service along-with full back-wages.

Issue No. 2: No

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

REASONS FOR FINDINGS

ISSUE NO. 1

10. The petitioner, namely, Shri Raju Ram has examined himself as PW-1 and filed his affidavit in evidence under Order 18 Rule 4 of the Code of Civil Procedure, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim. He also tendered in evidence his appointment letter as Mark PX-1 and list of workers as Mark PX-2.

11. In the cross-examination, he denied that he was engaged on temporary basis. He also denied that after receiving the appointment letter, he had tendered an affidavit that he would leave the job once the project work was over. He admitted that dues were paid to him through online transaction. He further admitted that no termination letter was issued to him. He denied that he was paid full & final settlement amount. He further denied that the company had not engaged fresh hands after the completion of the project. He also denied that he was engaged for construction purpose only. Volunteered that, he was engaged as chowkidar. He denied that after the completion of the project his services were not required by the company.

12. Shri Pushpender Kumar, Labour Inspector, Rampur circle has stepped into the witness box as PW-2 and has proved on record the memorandum of settlement dated 28.10.2023 as Mark PX-1, the copy of which was forwarded to him vide Mark PX-2 and settlement under Section 12(3) as Ex. P-1.

13. In the cross-examination, he admitted that these settlements did not pertain to the salary. He denied that no complaint/demand notice was filed by the petitioner.

14. Conversely, Shri Nirmal Kumar Yadav, posted as General Manager in the respondent/company testified as RW-1. He in his affidavit Ex. RW-1/A corroborated the contents of the reply filed by the respondent/company.

15. In cross-examination, he admitted that the petitioner had been working as Chowkidar (security) with the company and that his attendance was being marked by the officials of the company. He also admitted that contributions towards ESI and EPF were also being deducted by the company. He denied that the petitioner is one of the land looser along-with the residents of the area. Volunteered that, it is Government land. He further denied that the petitioner was a permanent employee of the respondent/company. He feigned ignorance as to whether the affidavit Mark RA was attested by any authority or not. He admitted that the affidavit Mark RA was issued in the name of the respondent company. He denied that the petitioner had not given the affidavit Mark RA to the respondent. He did not know that S/Shri Sain Ram, Sushil Kumar, Balwant Thakur, Daulat Ram etc., were still working with the respondent/company. He denied that the services of the petitioner had been terminated illegally and that the affidavit submitted by him had been prepared fraudulently. He admitted that the project of the respondent is still running.

16. Undoubtedly, the contention of the respondent is to the effect that since the petitioner was engaged for a specific requirement and as the construction of the project was over, the services of the petitioner had stood terminated automatically *w.e.f.* 30.09.2019. No doubt, as per the copy of appointment letter placed on record by the petitioner as Mark PX-1, his services stood engaged for a specific requirement, *i.e.* purely for the period of construction of the Jeori Project, but it is to be noted that RW-1 Shri Nirmal Kumar Yadav, has clearly admitted in the cross-examination that the project of the respondent was still running. In these circumstances, it is quite apparent that the services of the petitioner could have been continued instead of terminating the same.

17. As per Shri Nirmal Kumar Yadav (RW-1), who has appeared into the witness box in support of the case of the respondent, on material particulars, the petitioner had given an undertaking by way of an affidavit that his services were conditional. Copy of such affidavit stands placed on record as Mark RA. A glance at this document would show that this affidavit-cum-declaration has not at all been duly attested in accordance with law. No suggestion was put, nor the petitioner was cross-examined by the respondent to the effect that any undertaking by way of an affidavit had been given by him. Therefore, no help can be taken by the respondent from the aforesaid statement made by its witness and the document Mark RA.

18. No doubt, while under cross-examination the petitioner has admitted that no termination letter had been issued to him, but from his entire statement on record, it is apparent that his services stood terminated on 30.09.2019 by the respondent in violation of the provisions of Section 25-F of the Act. He further made it clear in his statement that he had completed 240 days in each year and that before terminating his service no show cause notice was issued to him, nor he had ever been charge-sheeted. Besides many juniors to him have been retained and fresh hands have been engaged by the respondent after his termination. Although, no mandays chart has been placed and exhibited on record by the petitioner to show that in the twelve calendar months preceding his termination, the petitioner had completed 240 days, but it stands clearly admitted by RW-1 Shri Nirmal Kumar Yadav that the petitioner had been working as chowkidar with the company. Indisputably, the petitioner had been engaged *w.e.f.* 01.08.2013 and it is not disputed that his services stood terminated on 30.09.2019. Since, it is admitted by the own witness of the respondent that the petitioner had been working as a chowkidar with the company, it can safely be inferred that he had been working regularly from the date of his initial engagement till the date of his termination. Manifest that he must have completed 240 days in twelve calendar months preceding his termination. It is true that as per the contention of the respondent, the services of the petitioner had stood automatically terminated, *w.e.f.* 30.09.2019, since on the said date, the construction of the Jeori Project had been completed, but in my considered view, the petitioner was required to be given a notice in terms of Section 25-F of the Act, besides payment of retrenchment compensation. In the statement of Shri Nirmal Kumar Yadav (RW-1), it has come that full & final payment has been made to the petitioner and it stands also admitted by the petitioner that dues have been paid to him, but there is no evidence, whatsoever, which could go to show that the petitioner had also been paid the retrenchment compensation as per Section 25-F (b) of the Act. In case titled as ***M Nilajkar & others Vs. Telecom District Manager, Karnataka, 2003 LLR 470, S***, it has been held by the Hon'ble Supreme Court that :

“The closure of a project or scheme by the State Government would be covered by closing down of undertaking within the meaning of section 25FFF. The workman would therefore be entitled to notice and compensation in accordance with the provisions of section 25F though the right of employer to close the undertaking for any reason whatsoever cannot be questioned”.

19. Having regard to the law laid down by the Hon'ble Supreme Court, it was incumbent upon the respondent to have paid retrenchment compensation to the petitioner, as per Section 25-F

of the Act, even, if the construction of the Jeori Project was completed. Even otherwise, as discussed above, it stands clearly admitted by Shri Nirmal Kumar Yadav (RW-1) while under cross-examination that the project of the respondent is still running. At this stage, I would also like to point out that the respondent has failed to lead any such evidence which could go to prove that at the time of engagement of the petitioner, it had been brought to his notice that his services were being engaged in a Project for a specific requirement, *i.e.* for the period of construction of the project, which was to last only for a particular length of time. In the absence of such proof/evidence, the employer (respondent) had not brought to the notice of the petitioner, that his services were short lived. Since, the services of the petitioner had been terminated in contravention of the provisions of Section 25-F of the Act, I have no hesitation in holding that the same are illegal and unjustified.

20. The petitioner as per his pleadings has claimed full back-wages. As PW-1, he claimed that from the date of his illegal termination, he has remained unemployed. In ***Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and Others (2013) 10 SCC 324***, it has been held by the Hon'ble Supreme Court that the denial of back wages would amount to indirectly punishing the employee and rewarding the employer by relieving him of the obligation to pay back wages and where an employer wants to deny back wages or contest the employee's entitlement to get consequential benefits, employer has to plead and prove that employee was gainfully employed during the intervening period.

21. To my mind, now if the respondent wanted to avoid the payment of full back-wages, then it had to specifically plead and also lead cogent evidence to prove that the petitioner was gainfully employed and was getting wages equal to the wages he was drawing prior to the termination of his service. Since, in the case in hand, the petitioner has shown that he was not employed, the onus lay on the respondent to specifically plead and prove that the petitioner was gainfully employed and was getting the same or substantially the similar emoluments. However, so has not been done by the respondent in the present case. Neither, it has been pleaded nor any grain of evidence has been led on record by the respondent to show that the petitioner was gainfully employed. RW-1 Shri Nirmal Kumar Yadav has nowhere made a whisper in his statement recorded on oath before the Court that the petitioner is gainfully employed. Therefore, I have no hesitation in holding that the petitioner is entitled to full back-wages from the date of his illegal termination *i.e.* 30.09.2019 till his reinstatement. My answer to this issue is accordingly in "Yes".

ISSUE NO. 2

22. In support of this issue, no evidence has been led by the respondent. Moreover, I find nothing wrong with this claim petition, which is perfectly maintainable in the present form. The present claim petition has been filed by the petitioner pursuant to the reference received from the appropriate Government. Thus, my answer to this issue is in "No" accordingly.

RELIEF

23. As a sequel to my above discussion and findings on issues no. 1 & 2 above, the claim of the petitioner succeeds and is hereby allowed and he is accordingly ordered to be re-instated in service forthwith, with seniority and continuity in service with effect from the date of his termination *i.e.* 30.09.2019 along-with full back-wages. The back-wages shall be payable by the respondent within a period of three months from the date of publication of the award, failing which the same shall carry an interest @ 4% per annum. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 4th Day of May, 2024.

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

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

Reference No. : 313 of 2020
Date of Institution : 18.12.2020
Date of Decision : 06.05.2024

Sohan Lal s/o Shri Kashi Ram r/o Village Koshgar, P.O. Majhewali, Tehsil Rampur
Bushehr, District Shimla, H.P. ...Petitioner.

Versus

The Manager M/s Technology House (India) Pvt. Ltd. (Jeori Hydro Electric Project) located
at Village Rattanpur, Tehsil Rampur Bushehr, District Shimla, H.P. ...Respondent.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947.

For the Petitioner : Shri Prateek Kumar, Advocate
For the Respondent : Shri B.R Kashyap, Advocate

AWARD

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

“Whether retrenchment of the services of Shri Sohan Lal s/o Shri Kashi Ram r/o Village Koshgar, P.O. Majhewali, Tehsil Rampur Bushehr, District Shimla, H.P. by the Manager M/s Technology House (India) Pvt. Ltd. (Jeori Hydro Electric Project) located at Village Rattanpur, Tehsil Rampur Bushehr, District Shimla, H.P. w.e.f. 30.09.2019 after the payment of full and final dues amounting to ₹ 1,20,522/- only is legal and justified? If not, what relief including reinstatement and other service benefits the aggrieved workman is entitled to and if yes, what are its effect?”

2. The case of the petitioner as it emerges from the statement of claim is that he was engaged as chowkidar/security in the month of October, 2013 on monthly wages of ₹ 5,700/-. Thereafter w.e.f. 01.04.2014, he had been re-designated as helper project and his wages were increased to ₹ 6,000/- per month. He had worked with honesty, sincerity and to the utmost satisfaction of the respondent and had completed 240 days in every calendar year. His services were terminated on 30.09.2019 in violation of the provisions of Sections 25-F, 25-G, 25-H and 25-N of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). After the termination of his services, juniors to him were retained and even fresh hands were engaged. As per the agreement executed by the respondent with the State Government, they are bound to provide

employment to the petitioner, being a local inhabitant of the area, where the project is situated. He claim himself to be unemployed. He raised an industrial dispute, which led to the present reference.

3. On notice, the respondent appeared and filed the reply.

4. The statement of claim was contested raising preliminary objection regarding lack of maintainability, as the petitioner had been engaged temporarily till the completion of the project. On merits, it is alleged that the respondent had neither retrenched nor terminated the services of the petitioner. The petitioner had given undertaking by way of an affidavit at the time of his joining that he had been engaged only for the execution of the project at site, hence, he is not entitled to any relief. Initially the petitioner had been getting a salary of ₹ 6,500/- per month and thereafter his services were taken as Project Attendant in the year, 2014. It is denied that his services were terminated without show cause notice, chargesheet or holding any enquiry. The petitioner had joined the respondent with the undertaking that he shall not file any claim against the company after the completion of the project for which the appointment letter was issued. Since, the petitioner had joined the respondent conditionally till the completion of the project, hence the question to engage fresh hands and allowing his juniors to remain in the job does not arise. It is denied that the provisions of Section 25-N are applicable. It is further denied that the petitioner being a local inhabitant has got a right to file the petition and set up a claim under the Act. It is also denied that the petitioner is entitled to any seniority and 100% back-wages and that the respondent is liable to take his care throughout his life, especially when the project stands completed and his services had come to an end automatically. By denying the other allegations, the respondent has prayed that the claim petition be dismissed.

5. While filing the rejoinder, the petitioner controverted the averments made in the reply and reiterated those in the statement of claim.

6. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court, vide order dated 26.12.2022.

1. Whether the retrenchment of the services of Shri Raju Ram *w.e.f.* 30.09.2019, after the payment of full & final dues amounting to ₹ 1,20,522/- by the respondent 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. ..OPR.

3. Relief.

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

8. Arguments of the learned Counsel for the parties heard and records gone through.

9. 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 in service along-with full back-wages.

Issue No. 2 : No

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

REASONS FOR FINDINGS

ISSUE NO. 1

10. The petitioner, namely, Shri Sohan Lal has examined himself as PW-1 and filed his affidavit in evidence under Order 18 Rule 4 of the Code of Civil Procedure, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim. He also tendered in evidence his appointment letter as Mark PX-1, list of workers as Mark PX-2 and salary slip as Mark P-3.

11. In the cross-examination, he denied that he was engaged on temporary basis. He also denied that after receiving the appointment letter, he had tendered an affidavit that he would leave the job once the project work was over. He admitted that dues were paid to him through online transaction. He further admitted that no termination letter was issued to him. He denied that he was paid full & final settlement amount. He further denied that the company had not engaged fresh hands after the completion of the project. He also denied that he was engaged for construction purpose only. Volunteered that, he was engaged as Helper. He denied that after the completion of the project his services were not required by the company.

12. Shri Pushpender Kumar, Labour Inspector, Rampur circle has stepped into the witness box as PW-2 and has proved on record the memorandum of settlement dated 28.10.2023 as Mark PX-1, the copy of which was forwarded to him *vide* Mark PX-2 and settlement under Section 12(3) as Ex. P-1.

13. In the cross-examination, he admitted that these settlements did not pertain to the salary. He denied that no complaint/demand notice was filed by the petitioner.

14. Conversely, Shri Nirmal Kumar Yadav, posted as General Manager in the respondent/company testified as RW-1. He in his affidavit Ex. RW-1/A corroborated the contents of the reply filed by the respondent/company.

15. In cross-examination, he admitted that the petitioner had been working as Chowkidar (security) with the company and that his attendance was being marked by the officials of the company. He also admitted that contributions towards ESI and EPF were also being deducted by the company. He denied that the petitioner is one of the land looser along-with the residents of the area. Volunteered that, it is Government land. He further denied that the petitioner was a permanent employee of the respondent/company. He feigned ignorance as to whether the affidavit Mark RA was attested by any authority or not. He admitted that the affidavit Mark RA was issued in the name of the respondent company. He denied that the petitioner had not given the affidavit Mark RA to the respondent. He did not know that S/Shri Sain Ram, Sushil Kumar, Balwant Thakur, Daulat Ram etc., were still working with the respondent/company. He denied that the services of the petitioner had been terminated illegally and that the affidavit submitted by him had been prepared fraudulently. He admitted that the project of the respondent is still running.

16. Undoubtedly, the contention of the respondent is to the effect that since the petitioner was engaged for a specific requirement and as the construction of the project was over, the services of the petitioner had stood terminated automatically *w.e.f.* 30.09.2019. No doubt, as per the copy of appointment letter placed on record by the petitioner as Mark PX-1, his services stood engaged for a specific requirement, *i.e.* purely for the period of construction of the Jeori Project, but it is to be noted that RW-1 Shri Nirmal Kumar Yadav, has clearly admitted in the cross-examination that the

project of the respondent was still running. In these circumstances, it is quite apparent that the services of the petitioner could have been continued instead of terminating the same.

17. As per Shri Nirmal Kumar Yadav (RW-1), who has appeared into the witness box in support of the case of the respondent, on material particulars, the petitioner had given an undertaking by way of an affidavit that his services were conditional. Copy of such affidavit stands placed on record as Mark RA. A glance at this document would show that this affidavit-cum-declaration has not at all been duly attested in accordance with law. No suggestion was put, nor the petitioner was cross-examined by the respondent to the effect that any undertaking by way of an affidavit had been given by him. Therefore, no help can be taken by the respondent from the aforesaid statement made by its witness and the document Mark RA.

18. No doubt, while under cross-examination the petitioner has admitted that no termination letter had been issued to him, but from his entire statement on record, it is apparent that his services stood terminated on 30.09.2019 by the respondent in violation of the provisions of Section 25-F of the Act. He further made it clear in his statement that he had completed 240 days in each year and that before terminating his service no show cause notice was issued to him, nor he had ever been charge-sheeted. Besides many juniors to him have been retained and fresh hands have been engaged by the respondent after his termination. Although, no mandays chart has been placed and exhibited on record by the petitioner to show that in the twelve calendar months preceding his termination, the petitioner had completed 240 days, but it stands clearly admitted by RW-1 Shri Nirmal Kumar Yadav that the petitioner had been working as chowkidar with the company. Indisputably, the petitioner had been engaged *w.e.f.* 01.08.2013 and it is not disputed that his services stood terminated on 30.09.2019. Since, it is admitted by the own witness of the respondent that the petitioner had been working as a chowkidar with the company, it can safely be inferred that he had been working regularly from the date of his initial engagement till the date of his termination. Manifest that he must have completed 240 days in twelve calendar months preceding his termination. It is true that as per the contention of the respondent, the services of the petitioner had stood automatically terminated, *w.e.f.* 30.09.2019, since on the said date, the construction of the Jeori Project had been completed, but in my considered view, the petitioner was required to be given a notice in terms of Section 25-F of the Act, besides payment of retrenchment compensation. In the statement of Shri Nirmal Kumar Yadav (RW-1), it has come that full & final payment has been made to the petitioner and it stands also admitted by the petitioner that dues have been paid to him, but there is no evidence, whatsoever, which could go to show that the petitioner had also been paid the retrenchment compensation as per Section 25-F (b) of the Act. In case titled as *M Nilajkar & others Vs. Telecom District Manager, Karnataka, 2003 LLR 470, S*, it has been held by the Hon'ble Supreme Court that :

“The closure of a project or scheme by the State Government would be covered by closing down of undertaking within the meaning of section 25FFF. The workman would therefore be entitled to notice and compensation in accordance with the provisions of section 25F though the right of employer to close the undertaking for any reason whatsoever cannot be questioned”.

19. Having regard to the law laid down by the Hon'ble Supreme Court, it was incumbent upon the respondent to have paid retrenchment compensation to the petitioner, as per Section 25-F of the Act, even, if the construction of the Jeori Project was completed. Even otherwise, as discussed above, it stands clearly admitted by Shri Nirmal Kumar Yadav (RW-1) while under cross-examination that the project of the respondent is still running. At this stage, I would also like to point out that the respondent has failed to lead any such evidence which could go to prove that at the time of engagement of the petitioner, it had been brought to his notice that his services were being engaged in a Project for a specific requirement, *i.e.* for the period of construction of the

project, which was to last only for a particular length of time. In the absence of such proof/evidence, the employer (respondent) had not brought to the notice of the petitioner, that his services were short lived. Since, the services of the petitioner had been terminated in contravention of the provisions of Section 25-F of the Act, I have no hesitation in holding that the same are illegal and unjustified.

20. The petitioner as per his pleadings has claimed full back-wages. As PW-1, he claimed that from the date of his illegal termination, he has remained unemployed. In *Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) and Others (2013) 10 SCC 324*, it has been held by the Hon'ble Supreme Court that the denial of back wages would amount to indirectly punishing the employee and rewarding the employer by relieving him of the obligation to pay back wages and where an employer wants to deny back wages or contest the employee's entitlement to get consequential benefits, employer has to plead and prove that employee was gainfully employed during the intervening period.

21. To my mind, now if the respondent wanted to avoid the payment of full back-wages, then it had to specifically plead and also lead cogent evidence to prove that the petitioner was gainfully employed and was getting wages equal to the wages he was drawing prior to the termination of his service. Since, in the case in hand, the petitioner has shown that he was not employed, the onus lay on the respondent to specifically plead and prove that the petitioner was gainfully employed and was getting the same or substantially the similar emoluments. However, so has not been done by the respondent in the present case. Neither, it has been pleaded nor any grain of evidence has been led on record by the respondent to show that the petitioner was gainfully employed. RW-1 Shri Nirmal Kumar Yadav has nowhere made a whisper in his statement recorded on oath before the Court that the petitioner is gainfully employed. Therefore, I have no hesitation in holding that the petitioner is entitled to full back-wages from the date of his illegal termination *i.e.* 30.09.2019 till his reinstatement. My answer to this issue is accordingly in "Yes".

ISSUE NO. 2

22. In support of this issue, no evidence has been led by the respondent. Moreover, I find nothing wrong with this claim petition, which is perfectly maintainable in the present form. The present claim petition has been filed by the petitioner pursuant to the reference received from the appropriate Government. Thus, my answer to this issue is in "No" accordingly.

RELIEF

23. As a sequel to my above discussion and findings on issues no. 1 & 2 above, the claim of the petitioner succeeds and is hereby allowed and he is accordingly ordered to be re-instated in service forthwith, with seniority and continuity in service with effect from the date of his termination *i.e.* 30.09.2019 along-with full back-wages. The back-wages shall be payable by the respondent within a period of three months from the date of publication of the award, failing which the same shall carry an interest @ 4% per annum. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 6th Day of May, 2024.

Sd/-
(YOGESH JASWAL)
Presiding Judge,
Labour Court-cum-Industrial Tribunal, Shimla.

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

**Reference No. : 94 of 2016
Date of Institution : 05.10.2016
Date of Decision : 06.05.2024**

Amar Singh s/o Shri Chet Ram r/o Village Deothi, P.O. Mashobra, Tehsil & District Shimla, H.P.

Versus

1. The Executive Engineer, HPSEB Division Charlie Villa Shimla, 171002, H.P.
2. Sub-Divisional Officer, HPSEB, Sub-Division Mashobra, Tehsil & District Shimla, H.P.
...Respondents.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Ms. Kiran Thakur, Advocate vice counsel
For the Respondents : Shri Surender Sharma, Advocate

AWARD

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

“Whether the termination of services of Shri Amar Singh s/o Shri Chet Ram, r/o Village Deothi, P.O. Mashobra, Tehsil & District Shimla, H.P. by the Senior Executive Engineer, Shimla Electric Division No. 1 HPSEB Ltd. Shimla-171009, who had worked as beldar on daily wages only for 61 days during 1993 and 91 days during 1994 and has raised his industrial dispute after about 20 years allegedly without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, keeping in view the working period of 61 days and 91 days during the years 1993 and 1994 respectively and delay of about 20 years in raising the industrial dispute, what amount of back-wages seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer?”

2. After that, a corrigendum reference dated 16.09.2016 has been received from the appropriate Government, which reads thus:

“In the endorsement of reference notification at serial No. 4 the words “the Executive Engineer, HPPWD, Division No. 1, Shimla-3, H.P.” may be read as “the Sr. Executive Engineer, Shimla Electric Division No.1, HPSEB Ltd., Shimla 171002.”

3. The case of the petitioner, as it emerges from the statement of claim is that initially *w.e.f.* 01.01.1992 he was engaged as a beldar and had discharged his duties honestly, sincerely, diligently, as well as to the satisfaction of his superiors. Nothing adverse had ever been conveyed regarding his work and conduct. He had completed more than 240 days in each calendar year, but on 31.12.1994 his services were orally terminated due to non-availability of work. Whereas juniors to him, namely, Mahinder Singh, Bhim Singh, Rajiv and Rajesh were retained. After his termination fresh persons have also

been engaged from time to time by the respondents. Before terminating his services, no notice as required under Section 25-F of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) was served upon him. His termination was stated to be in contravention of the provisions of Sections 25-B, 25-F, 25-G and 25-H of the Act. After his termination, he had approached the respondents for his re-engagement many a times, but except for assurance nothing had been done. He had remained under a false impression that he would be re-engaged. He raised an industrial dispute, which led to the present reference.

4. On notice, the respondents appeared and filed the reply taking preliminary objections regarding non-joinder and mis-joinder of parties, maintainability, suppression of material facts, abandonment, estoppel and delay and latches. On merits, it is asserted that the petitioner was engaged as a beldar on daily wage basis for specific work. He had worked for 152 days only *w.e.f.* 26.05.1993 to 25.12.1994 in brief spells. No juniors to him were retained, except for those, as per the judicial orders. His services had never been terminated by the respondents, rather he had abandoned the job of his own. There has been no violation of the provisions of Sections 25-B, 25-F, 25-G and 25-H of the Act. By denying the other allegations, the respondents have prayed for the dismissal of the claim petition.

5. No rejoinder was filed.

6. Out of the pleadings of the parties, the following issues were settled for determination and adjudication by this Court, *vide* order dated 20.11.2018:

1. Whether the termination of the services of the petitioner during December, 1994 without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified? ...OPP.
2. If issue No. 1 is proved in affirmative to what relief of service benefits the petitioner is entitled to? ...OPP.
3. Whether the petition is not maintainable, as alleged? ...OPR.
4. Whether the petition is hit by delay and latches, as alleged? ...OPR.
5. Relief.

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

8. Arguments of the learned Counsel for the parties heard and records gone through. Written arguments filed by the respondents have also been gone through by me.

9. 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 for a lump sum compensation. |
| Issue No. 3 : | No |

Issue No. 4 : No

Relief : Reference is answered partly in the affirmative, as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES No. 1, 2 and 4

10. All these issues are intrinsically connected with each other and required common appreciation of evidence, hence are taken together for the purpose of determination and adjudication.

11. In support of his case the petitioner, namely, Shri Amar Singh examined himself as PW-1 and filed his affidavit in evidence under Order 18 Rule 4 of the Code of Civil Procedure, which is exhibited as Ex. PW1/A. In his affidavit, he reiterated the contents of his statement of claim.

12. In the cross-examination, he stated that he was engaged as a helper by the respondents and that he had worked for three years continuously. No notice had been received by him from the department. He had not left the job of his own, rather he had been asked not to come for work. In his place one Shri Mahinder Singh was engaged. He had made oral requests to the Board to re-engage him since the year 1994. He admitted that no written representation had been made by him and that the reference has been made in the year 2016. He denied that he had abandoned the job himself and had not completed 240 days in the last twelve months of his alleged termination.

13. PW-2 Shri Vinod Kumar JOA (IT) has proved on record the seniority list as Ex. PW-2/A. He deposed that the services of S/Shri Shri Mohinder Singh, Rajesh and Molak Ram were terminated by the respondent. They had been re-engaged as per the orders of the Court. He was not cross-examined by the respondents.

14. Conversely, the respondents examined their Senior Assistant Shri Sanjeet Kumar as RW-1, who has deposed that the petitioner had worked *w.e.f.* 26.05.1993 to 25.06.1993 for 31 days, from 26.06.1993 to 25.07.1993 for 30 days, from 26.09.1994 to 25.10.1994 for 30 days, from 26.10.1994 to 25.11.1994 for 31 days and from 26.11.1994 to 25.11.1994 for 30 days. He proved on record the mandays chart of the petitioner as Ex. RW-1/A. He also placed on record copies of muster rolls as Ex. RW-1/B and Ex. RW-1/C. According to him the petitioner had never completed 240 days in each calendar year and that he had never remained continuously on the pay roll of the respondents. He specifically stated that the petitioner had abandoned the job himself and had raised the present dispute after a gap of 22 years.

15. In the cross-examination, he denied that the mandays chart was not correct as per the record. Volunteered that, it was prepared on the basis of muster rolls. He also denied that the petitioner had worked continuously from 01.01.1992 to 31.12.1994 and had completed more than 240 days in each calendar year. He stated that no notice regarding abandonment has been placed on record. He denied that juniors, namely, Mahinder Singh, Bhim Singh, Rajiv and Rajesh were retained. Self-stated that they have been retained as per the orders of the Court.

16. The engagement of the petitioner as a daily waged beldar is not in dispute. As per the petitioner he was initially engaged as a daily waged beldar by the respondents on 01.01.1992 and that he had worked as such till 31.12.1994. The respondents on the other hand have specifically claimed that the petitioner was initially engaged on 26.05.1993 and that he had worked intermittently till 25.12.1994. Mandays chart of the petitioner has been placed on record by the

respondents as Ex. RW-1/A. Its reading suggests that the petitioner had initially been engaged by the respondents on 26.05.1993. RW-1 Shri Sanjeet Kumar specifically denied in his cross-examination that the mandays chart was not correct as per the record, rather he has claimed that the same was prepared on the basis of muster rolls, copies of which have been brought on record by the respondents as Ex. RW-1/B and Ex. RW-1/C. As per Ex. RW-1/C also the petitioner appears to have been initially engaged on 26.05.1993. No ocular or documentary evidence has been led on record by the petitioner to rebut these documents. So, it can safely be held that the case of the respondents stands established on record that the petitioner had initially been engaged on 26.05.1993.

17. The respondents have taken the plea of abandonment. However, it is well known that abandonment has to be proved by the employer like any other fact. Therefore, the burden of proving of abandonment is upon the respondents. 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. Mere statement of Shri Sanjeet Kumar (RW1), alleging that the workman had abandoned the job himself is entirely insufficient to discharge the said onus. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondents for his alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact finding inquiry was got conducted by the respondents. In the present case, as it emerges from the evidence on record, so was not done by the respondents. Then, '*animus*' to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such '*animus*' on the part of the petitioner is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondents/employers is not established.

18. It was claimed by the petitioner that he had worked continuously with the respondents from the year of his initial engagement, without any breaks and as such had been completing 240 days in each calendar year.

19. Section 25-B of the Act defines "continuous service". In terms of Sub Section (2) of Section 25-B that if a workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer 240 days within a period of one year, he will be deemed to be in continuous service. The burden of proof is on the petitioner to show that he had worked for 240 days in preceding twelve calendar months prior to his alleged retrenchment. The law on this issue is well settled. In *R.M. Yellatty vs. Assistant Executive Engineer, (2006) 1 SCC 106*, it has been laid by the Hon'ble Supreme Court that the burden of proof is on the claimant to show that he had worked for 240 days in a given year.

20. Applying the principles laid down in the above case by the Hon'ble Supreme Court, it was required of the petitioner to establish on record that he had worked continuously for a period 240 days in a block of twelve calendar months anterior to the date of his alleged termination, which as per him took place on 31st of December, 1994. No such record is there on the file to establish that the petitioner had worked continuously for a period of 240 days in a block of twelve calendar months prior to the date of his alleged termination, as envisaged under Section 25-B of the Act. Rather, as per the mandays chart Ex. RW-1/A, the petitioner in totality had served the respondents for 152 days w.e.f. 26.05.1993 till 25.12.1994 Therefore, the provisions of Section 25-F of the Act are not attracted in this case.

21. Ex. PW-1/A is the copy of seniority list relating to T/mate (regular) in respect of Division No. 1, as it stood on 01.01.2015. It reveals that Shri Molak Ram, whose name figures at serial number-70 in the list, Ex. PW-2/A was appointed on 26.06.1993, Shri Het Ram at serial number 71 was appointed on 28.08.1993, Shri Madan Lal at serial number 72 was appointed on 06.09.1993 and S/Shri Krishan Chand, Dinesh Kumar and Pradeep Kumar, whose names figure at serial numbers 73 to 75 in the list were appointed on 21.05.1994, 26.09.1994 and 25.12.1994 respectively. All the above named persons, as per the list have been regularized. This indicates that persons junior to the petitioner are still serving the respondents/department. The latter have failed to adhere to the principle of 'last come first go'. Retaining juniors at the cost of senior is nothing but unfair labour practice.

22. It was also claimed by the petitioner that after his alleged disengagement, new/fresh hands had been engaged by the respondents. A glance at the seniority list, Ex. PW-2/A would reveal that Shri Prem Chand, whose name appears at serial number 76 was appointed as a daily waged beldar on 26.12.1998. This shows that the employer had offered fresh appointment to the above named person to fill a vacancy in their set up. There is no ocular or documentary, cogent, convincing and reliable evidence on the file on the part of the respondents to show that the respondents had offered re-employment to the petitioner. That being so, the provisions of Section 25-H of the Act are also attracted in this case.

23. The learned counsel for the respondents contended that there being an inordinate delay in the steps taken by the petitioner for the redressal of his grievance, his claim suffers from the vice of delay and laches, which disentitles him to the relief(s) he has prayed for. The claim as such is not maintainable. This contention, to my thinking, appears to be ill conceived. The question of delay and laches was considered by the Hon'ble Supreme Court in case titled as *Ajayab Singh vs. Sirhind Co-operative Marketing-cum-Processing Society Limited and Another, (1999) 6 SCC 82*, wherein it was inter-alia held:

“The provisions of Article 137 of Limitation Act, 1963 are not applicable to the proceeding under the ID Act. The relief under the ID Act cannot be denied merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the Labour Court can be generally questioned on the ground of delay alone”.

24. In view of the aforesaid binding precedent, it cannot be said that the petition is hit by the vice of delay and laches. Of course, the delay in raising the industrial dispute by a workman can be taken into account by the Court while granting the relief(s) claimed. The observations made by our own Hon'ble High Court in case titled as *Liaq Ram vs. State of H.P. and ors., 2012 (2) Him. L.R.(FB) 580 (majority view)* will also be advantageous on this aspect of the matter.

25. In case titled as *Assistant Engineer Rajasthan Development Corporation and another vs. Geetam Singh* reported in *2013 (136) FLR 893 (SC)*, it was held by the Hon'ble Supreme Court that before exercising its judicial discretion, the Labour Court has to keep in view all relevant factors including the mode and manner of appointment, nature of employment, length of service, the ground on which termination has been set aside and the delay in raising industrial dispute before grant of relief in an industrial dispute. It was also observed that the workman had worked for 286 days and had raised industrial dispute in the year 1992, whereas his services had been terminated in the year 1986 and had raised industrial dispute after six years. It was held that though the compensation awarded by the Single Judge of the Hon'ble High Court was too low and liable to be enhanced by the Division Bench, but surely reinstatement of the workman in the facts and circumstances was not the appropriate relief and thus a lump-sum of Rs. 1 lakh along-with interest

@ 9% per annum had been awarded. Recently, in case titled as *Deputy Executive Engineer vs. Kuberbhai Kanjibhai 2019 (160) FLR 651*, by relying upon the cases of *Bharat Sanchar Nigam Limited vs. Bhurumal (2014) 7 SCC 177* and *District Development Officer & another vs. Satish Kantilal Amerelia 2018 (156) FLR 266 (SC)*, it has been held by the Hon'ble Supreme Court that where the workman had worked as a daily wager or muster roll employee hardly for a few years and where the dispute had been raised by him almost after 15 years of his alleged termination, he was held entitled only for lump sum monetary compensation in full and final satisfaction of his claim of reinstatement and other consequential benefits. Similarly, in case titled as *State of Uttarakhand & Anr. vs. Raj Kumar, 2019 (160) FLR 791*, the Hon'ble Supreme Court has held that where a daily wager has worked for about a year and a dispute was raised by him after 25 years of the alleged termination, he had no right to claim regularization and was only entitled to lump sum monetary compensation in full and final satisfaction of his claim of reinstatement and consequential benefits. In the case on hand before this Court, the factors which have weighed are that the petitioner had remained engaged with the respondents from 26.05.1993 to 25.12.1994, though he is claimed to have worked intermittently by the respondents during this period, and who had worked as a non-skilled worker and had raised an industrial dispute by issuance of demand notice after about *twenty years* i.e. demand notice was given in the year 2015. It is also pertinent to mention here that the petitioner on the date of his examination before this Court was aged about 49 years and had sufficient spell of life to work and earn his livelihood. Taking into consideration the factors mentioned above and the precedents laid down by the Hon'ble Supreme Court in the aforementioned cases, the petitioner is not entitled for reinstatement or for back wages, but only for a lump sum compensation.

26. In view of the discussion and findings arrived at by me above, a lump-sum compensation of Rs. 80,000/- (Rupees Eighty thousand only) would be an appropriate relief to which the petitioner is entitled to in the facts and circumstances of the given case. It is further made clear that the amount of compensation shall be paid within four months from the date of receipt of Award, failing which the petitioner would be entitled to interest @ 4% per annum from date of Award till its realization. Issues no. 1 and 2 are answered partly in the affirmative and accordingly decided in favour of the petitioner, while issue No. 4 is answered in the negative and decided against the respondents.

ISSUE NO. 3

27. It has not been shown by the respondents as to how the present petition/statement of claim is not maintainable. Moreover, this issue was not pressed for by the learned counsel appearing for the respondents at the time of arguments. Otherwise also, from the pleadings and evidence on record, it cannot be said that the petition/statement of claim is not maintainable. Hence, this issue is answered in the negative and decided against the respondents.

RELIEF

28. In the light of what has been discussed hereinabove while recording the findings on issues supra, the respondents are hereby directed to pay a compensation of Rs. 80,000/- (Rupees Eighty thousand only) to the petitioner in lieu of reinstatement, back wages, seniority and past service benefits. Amount of compensation so awarded shall be paid by the respondents to the petitioner within four months from the date of receipt of Award failing which the respondents shall be liable to pay interest @ 4% per annum on the said amount from the date of award till realization/deposit of the amount. In the peculiar facts and circumstances of the case, the parties are left to bear their own costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 6th Day of May, 2024.

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

**BEFORE YOGESH JASWAL, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SHIMLA**

Reference Number : 47 of 2023
Instituted on : 02.03.2023
Decided on : 06.05.2024

Arun Rana, s/o Sh. Jai Prakash, c/o Sh. Satishender Nath Banot, Model Town, Village Kirpalpur, Tehsil Nalagarh, District Solan, H.P. *...Petitioner.*

Versus

The Managing Director, M/S ION Healthcare Pvt. Ltd. Baddi Barotiwala Road, Judikalan, Tehsil Nalagarh, District Solan, H.P. *...Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947.

For the Petitioner : Nemo
For the Respondent : Nemo

AWARD

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

“Whether the termination of the services of Shri Arun Rana, s/o Sh. Jai Prakash, c/o Sh. Satishender Nath Banot, Model Town, Village Kirpalpur, Tehsil Nalagarh, District Solan, H.P. and the Managing Director, M/S ION Healthcare Pvt. Ltd. Baddi Barotiwala Road, Judikalan, Tehsil Nalagarh, District Solan, H.P. w.e.f 24.03.2022 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 case was listed for appearance of the parties for today but, however, neither the parties nor their counsels had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the petitioner and respondent had 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 parties nor their counsels had 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.* 24.03.2022 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition the petitioner/workman had 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 6th day of May, 2024.

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

**BEFORE YOGESH JASWAL, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SHIMLA**

Reference Number : 146 of 2019
Instituted on : 02.11.2019
Decided on : 06.05.2024

Arun Thakur and others Workmen, Correspondence Address: Village Budhwin, P.O. Gaalore, Tehsil Nadaun, District Hamirpur, H.P. *...Petitioner.*

Versus

The Managing Director, M/S Zen Technologies Ltd. B-43, Industrial Estate Sanath Nagar, Hyderabad, Telangana, India-500018 *...Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947.

For the petitioner : Already ex-parte
For the Respondent : Sh. Rajesh Kashyap, Advocate

AWARD

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

“Whether demands raised by Shri Arun Thakur and others workmen vide demand notice dated 10.07.2017 regarding 20% annual increment, residential accommodation or House Rent @ Rs. 3000/- per month, annual bonus @ 20% and to pay them M/s Zen Technologies Ltd. Ward No. 06, Ram Shehar Road, Nalagarh, District Solan, Himachal Pradesh (Registered Office: M/S Zen Technologies Ltd. B-43, Industrial Estate Sanath Nagar, Hyderabad, Telangana, India-500018) are legal and justified? If yes, what relief the aggrieved workmen are entitled to from the above management? If not, its effects?”

2. The case of the petitioners as it emerges from the statement of claim is that vide demand notice dated 10.07.2017, they had raised demands regarding increase in wages, bonus, increments, gratuity and payment of dearness allowance before the Labour Inspector, Nalagarh, upon which the respondent/company had transferred them to Hyderabad on the pretext of closure. The transfer orders had been issued to withdraw the demand notice. During the pendency of the

conciliation proceedings, retrenchment notice dated 29.08.2017 had been sent to the petitioners. A writ petition had been filed before the Hon'ble High Court, which was disposed of vide order dated 22.11.2017. Thereafter, the respondent/company had filed a writ petition against order dated 28.10.2017, which was disposed of with the direction to draw the reference afresh strictly in accordance with the demand notice dated 10.07.2017. The respondent/company had acted arbitrarily, unreasonably and contrary to the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) as its action in transferring the petitioners and subsequently retrenching their services during the pendency of the proceedings before the Conciliation Officer is bad in the eyes of law. The demands raised by the petitioners were stated to be legal. They raised an industrial dispute, which led to the present reference.

3. On notice, the respondent appeared and filed the reply wherein preliminary objections regarding lack of maintainability and that there exists no relationship of employer and employee between the parties have been taken. On merits, it is admitted that the petitioners had raised a demand notice dated 10.07.2017. It is averred that the petitioners had been asked to join in the other unit due to paucity of work at the unit at Nalagarh. So, transfer orders had been passed to save their employment, but they have failed to join at Hyderabad unit, hence the notice of retrenchment was issued. It is denied that the transfer orders were passed to exert pressure on the petitioners. By denying the other allegations, the respondent has prayed for the dismissal of the claim petition.

4. While filing the rejoinder, the petitioners have controverted the averments made thereto in the reply and reaffirmed and reiterated those in the statement of claim.

5. On elucidating the pleading of the parties, the following issues were struck down by my learned predecessor-in-office for final determination *vide* Court order dated 05.01.2022:

1. Whether the demand raised by Sh. Arun Thakur and 7 Ors vide demand notice date 10.07.2017 regarding increase of 20% annual increment, residential accommodation or House Rent @Rs. 3000/- per month, annual bonus @20% and D.A. etc. before the respondent management are legal and justified? ...OPP.
2. If issue no. 1 is proved in affirmative, than what service benefits the petitioners are entitled to? ...OPP.
3. Whether the claim petition is not maintainable in the present, as alleged? ...OPR.
4. Whether the petitioners have no cause of action to file the statement of claim, as alleged? ...OPR.
5. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed. No evidence was led by the petitioners and their evidence stood closed under the orders of the Court, as despite being afforded ample and last opportunity they had failed to lead their evidence. Since, none had appeared for the petitioners on 27.02.2024, despite the case being called thrice, they were proceeded against ex-parte. As no evidence was led on record by the petitioners, the learned counsel appearing for the respondent, as per his statement separately recorded and placed on the file, did not intend to lead any evidence for the respondent.

7. Arguments heard and records gone through.

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

Issue No. 1:	Negative
Issue No. 2:	Negative
Issue No. 3:	Negative
Issue No. 4:	Negative
Relief :	Reference is answered in the negative, as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO. 1 & 2

9. Being correlated and interconnected, both these issues are taken up together for discussion and decision.

10. The statement of claim has been filed by the petitioners claiming that they had raised a demand notice against the respondent for increase of 20% annual increment, for providing residential accommodation or house rent @ ₹ 3,000/- per month, annual bonus @ 20% and dearness allowance linked with consumer price index. It is claimed in the statement of claim that the demands so raised by the petitioners were legal and justified. These averments were required to be established on record by the petitioners by way of ocular and / or documentary evidence.

11. Be it recorded here at the risk of repetition that when the case was listed on February 27, 2024 for adducing evidence by the petitioners, neither they nor their counsel had put in appearance before this Court, despite the case being called several times since morning. Hence, the workmen/petitioners had remained *ex parte*. Their evidence also stood closed under the orders of the Court, as they had failed to lead evidence despite availing ample opportunities.

12. It will be apt at this stage to take note of the relevant provisions of the Act. 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;”

13. 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.”*

14. 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.”

15. 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.”

16. 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 Court to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Court in these circumstances has to imagine that the absentee workmen are present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Court, thus, has to imagine that the workmen are present, they are unwilling to adduce evidence or argue their case.

17. In the instant case, neither the workmen nor their counsel have put in appearance before this Court and their evidence had also been closed under the orders of the Court, as despite being afforded ample opportunities, they had failed to do so. In these circumstances, the Court can proceed and pass *ex parte* award on its merits.

18. As per the reference, it was required of the petitioners to plead and prove on record that the demands raised by them by way of demand notice dated 10.07.2017 against the respondent were legal and justified. No doubt, a statement of claim has been filed by the petitioners/ workmen, but the averments made therein have remained a mere saying on record, as no evidence to this effect is there on the file on the part of the petitioners/workmen. As discussed above, the petitioners/ workmen had not put in appearance before this Court and their evidence stood closed under the orders of the Court.

19. In view of the discussion and findings aforesaid, the petitioners are held to be not entitled to any relief. Hence, both these issues are decided against the petitioners and in favour of the respondent.

ISSUE NO. 3

20. In support of this issue, no evidence has been led by the respondent. Moreover, I find nothing wrong with this claim petition, which is perfectly maintainable in the present form. The present claim petition has been filed by the petitioners pursuant to the reference received from the appropriate Government. Hence, this issue is decided in favour of the petitioners and against the respondent.

ISSUE NO. 4

21. No arguments were addressed on this issue, nor was it pressed for at the time of arguments. Hence, this issue is decided in favour of the petitioners and against the respondent.

RELIEF

22. In the light of what has been discussed hereinabove, while recording the findings on issues supra, the present claim petition merits dismissal and is accordingly dismissed, with no order as to costs. The reference is answered in the aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 6th day of May, 2024.

Sd/-
(YOGESH JASWAL),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

**BEFORE YOGESH JASWAL, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SHIMLA**

Reference Number : 113 of 2023
Instituted on : 09.11.2023
Decided on : 06.05.2024

Amod Kumar, c/o Sh. Satish Kumar (President) AITUC, HQ#7 Phase II, Omaxe Parkwoods, Chakkan Road, Baddi, District Solan, H.P. ...*Petitioner.*

Versus

The Managing Director M/s Maxtar Biogenics, Khasra No. 705, Malkumajra, Bhud, Tehsil Baddi, District Solan, H.P. ...*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947.

For the Petitioner : Nemo
For the Respondent : Sh. Pawan Chauhan, Adv.

AWARD

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

“Whether the termination of services of Shri Amod Kumar, c/o Sh. Satish Kumar (President) AITUC, HQ#7 Phase II, Omaxe Parkwoods, Chakkan Road, Baddi, District Solan, H.P. by the managing Director M/s Maxtar Biogenics, Khasra No. 705, Malkumajra, Bhud, Tehsil Baddi, District Solan, H.P. w.e.f. 28.11.2022 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief including reinstatement, seniority, amount of back wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management?”

2. The case was listed for appearance of the parties for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had 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.* 28.11.2022 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition the petitioner/workman had 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 06th day of May, 2024.

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

**BEFORE YOGESH JASWAL, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SHIMLA.**

Reference Number : **108 of 2023**
Instituted on : **25.09.2023.**
Decided on : **08.05.2024.**

Ranjeet Singh, s/o Shri Jai Chand, r/o Village Bhedewala, P.O. Sainwala, Tehsil Paonta Sahib, District Sirmaur, H.P. *...Petitioner.*

Versus

The Prop. M/s Roshan Lal & Sons near SBI, VPO Dhaulakaun, Tehsil Paonta Sahib, District Sirmaur, H.P. *...Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947.

For the Petitioner : Nemo
For the Respondent : Nemo

AWARD

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

“Whether the termination of the services of Shri Ranjeet Singh, s/o Shri Jai Chand, r/o Village Bhedewala, P.O. Sainwala, Tehsil Paonta Sahib, District Sirmaur, H.P. by the Prop. M/S Roshan Lal & Sons near SBI, VPO Dhaulakaun, Tehsil Paonta Sahib, District Sirmaur, H.P. w.e.f 12.01.2023 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, seniority, amount of back wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management?"

2. The case was listed for appearance of the parties for today but, however, neither the parties nor their counsels had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the petitioner and respondent had 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 parties nor their counsels had 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. 12.01.2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition the petitioner/workman had 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 8th day of May, 2024.

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

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

Reference No. : 101 of 2021
Date of Institution : 05.05.2021
Date of Decision : 09.05.2024

Jai Pal s/o Shri Sanjay Ram c/o Jasmeet Singh s/o Shri Ram Prakash R/o Village Loton,
P.O. & Tehsil Naraingarh, District Ambala, Haryana. *...Petitioner.*

Versus

The Occupier/Factory Manager M/s Shree Khatuji Industries Village Johron, PO Kala Amb,
Tehsil Nahan District Sirmaur, H.P. *...Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947.

For the Petitioner : Sandeep Chauhan, Advocate
For the Respondent : Shri Prateek Kumar, Advocate

AWARD

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

“Whether termination of services of Shri Jai Pal s/o Shri Sanjay Ram c/o Jasmeet Singh s/o Shri Ram Prakash, r/o Village Loton, P.O. & Tehsil Naraingarh, District Ambala, Haryana, by the /Factory Manager M/s Shree Khatuji Industries Village Johron, PO Kala Amb, Tehsil Nahan District Sirmour, H.P. during the month of June, 2020 when factory restarted after COVID-19 lockdown, 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 employer/management?”

2. The case is listed for the evidence of the respondent but, however, Shri Attar Singh, Manager HR of the respondent company has made the below given statement in the Court today:—

“Stated that the matter is amicably settled between the parties as the respondent is ready to pay the settlement amount of ` 30,000/- (Thirty thousand only) to the petitioner within a period of one week from today.”

3. Vide separate statement, the petitioner has accepted the aforesaid statement of Shri Attar Singh, Manager HR.

4. In view of the above statements, this reference/claim petition is withdrawn as compromised. Parties to bear their own costs.

5. The reference is answered in the aforesaid terms.

6. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 9th Day of May, 2024.

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

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

Reference No. : 102 of 2021
Date of Institution : 05.05.2021
Date of Decision : 09.05.2024

Jasmeet Singh S/o Shri Ram Prakash r/o Village Loton, P.O. & Tehsil Naraingarh, District Ambala, Haryana.*Petitioner.*

Versus

The Occupier/Factory Manager M/s Shree Khatuji Industries Village Johron, P.O. Kala Amb, Tehsil Nahan District Sirmour, H.P.*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947.

For the Petitioner : Sandeep Chauhan, Advocate
For the Respondent : Shri Prateek Kumar, Advocate

AWARD

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

“Whether termination of services of Shri Jasmeet Singh s/o Shri Ram Prakash, r/o Village Loton, P.O. & Tehsil Naraingarh, District Ambala, Haryana, by the /Factory Manager M/s Shree Khatuji Industries Village Johron, P.O. Kala Amb, Tehsil Nahan District Sirmour, H.P. during the month of June, 2020 when factory restarted after COVID-19 lockdown, 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 employer/management?”

2. The case is listed for the evidence of the respondent but, however, Shri Attar Singh, Manager HR of the respondent company has made the below given statement in the Court today:—

“Stated that the matter is amicably settled between the parties as the respondent is ready to pay the settlement amount of ` 30,000/- (Thirty thousand only) to the petitioner within a period of one week from today.”

3. Vide separate statement, the petitioner has accepted the aforesaid statement of Shri Attar Singh, Manager HR.

4. In view of the above statements, this reference/claim petition is withdrawn as compromised. Parties to bear their own costs.

5. The reference is answered in the aforesaid terms.

6. A copy of this Award be sent to the appropriate Government for publication in the official gazette and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 9th Day of May, 2024.

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

BEFORE NATIONAL LOK ADALAT HELD ON 11-05-2024

Ref. 16 of 2023

Sh. Shiv Kumar Singh V/s M/s Ashirwad Print 'O' Pack (P) Ltd.

11.05.2024

Present: Sh. K. R. Verma, Ld. Vice Csl. for the petitioner.
None for the respondent.

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under Section 10 of the Industrial Disputes Act, 1947 received from the appropriate Government vide notification no. 11-2/93(Lab)ID/2022/Baddi/Shiv dated 14.12.2022, sent by the Dy. Labour Commissioner for adjudication, which was registered as Reference No. 16/2023, has been amicably settled. The learned counsel appearing for the petitioner has already made statement to the effect that the matter in dispute between the parties has been amicably settled. He has further stated that the petitioner is not interested to proceed further with the present reference petition and the same be dismissed accordingly. The statement of the learned counsel for the petitioner has been exhibited as Ex. PA, which bears the signatures of the Counsels for the petitioner.

In view of the statement made by the learned counsel for the petitioner, since the matter has been amicably settled between the parties and 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 statement of the learned counsel for the petitioner (Ex. PA) 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:**11.05.2024**

(S.A. Jokta)
Member

(Ritika Thakur)
Member

(Anuja Sood)
Chairperson

BEFORE NATIONAL LOK ADALAT HELD ON 11-05-2024

Ref. 17 of 2023

Sh. Akash Abhinav V/s M/s Ashirwad Print 'O' Pack (P) Ltd.

11.05.2024

Present: Sh. K. R. Verma, Ld. Vice Csl. for the petitioner
None for the respondent

With the due divulgence of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under Section 10 of the Industrial Disputes Act, 1947 received from the appropriate Government vide notification no. 11-2/93(Lab)ID/2022/Baddi/Akash dated 14.12.2022,

sent by the Dy. Labour Commissioner for adjudication, which was registered as Reference No. 17/2023, has been amicably settled. The learned counsel appearing for the petitioner has already made statement to the effect that the matter in dispute between the parties has been amicably settled. He has further stated that the petitioner is not interested to proceed further with the present reference petition and the same be dismissed accordingly. The statement of the learned counsel for the petitioner has been exhibited as Ex. PA, which bears the signatures of the Counsels for the petitioner.

In view of the statement made by the learned counsel for the petitioner, since the matter has been amicably settled between the parties and 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 statement of the learned counsel for the petitioner (Ex. PA) 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:

11.05.2024

(S.A. Jokta)
Member

(Ritika Thakur)
Member

(Anuja Sood)
Chairperson

Ref. 05/2022

Sh. Hariom Tatsat V/s M/s Tengt Power

27.05.2024

Present: Petitioner in person with Ms. Santosh, Advocate
Legal Manager with Sh. Prateek Kumar, Advocate
(Authority letter filed)

Conciliation tried, and has succeeded in the matter. The referene under Section 10 (1) of the Industrial Disputes Act, 1947 received from the appropriate government vide notification No. 11-2/93(Lab)ID/2021-Solan, dated 01.07.2021 sent by Joint Labour Commissioner for adjudication, which was registered before this Court as reference No. 05/2022 stood amicably resolved between the parties. It has been stated by the Shri Sandeep Sharma Legal Manager of the respondent that the respondent has settled the matter with the petitioner. As per settlement arrived between the parties respondent is ready and willing to pay a lum sum compensation of Rs. 40,000/- to the petitioner towards his full & final settlement. To this effect statement of Legal Manger Shri Sandeep Sharma has been recorded, who has been indentified before me by Shri Prateek Kumar Advocate. The petitioner has also made statement whereby he has accepted the settlement and has agreed to receive Rs. 40,000/- compensation, towards his full and final payment which the respondent has agreed to pay to the petitioner within 10 days from today.

Since the matter stood amicable settled between the parties by way of amicable settlement and the respondent is ready to pay lum sum compensation of Rs. 40,000/- to the petitioner towards his full and final payment, therefore, nothing survive in this reference petition.

The present reference is answered accordingly. The statement(s) of legal manager as well as petitioner shall form part and parcel of this award. Let a copy of this award be sent to the

appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:
27.05.2024

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

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

Reference No : **08 of 2019**
Instituted on : **01.01.2019**
Decided on : **28.05.2024**

Vijay Puri, Block No. 4, Set No. 48, US Club, Shimla-1, H.P.

...*Petitioner.*

Versus

M/s MD Kailash Print Media (P) Ltd. Village Sasan, P.O. Jhanyari Devi, Near Government High School Sasan, Tehsil and District Hamirpur, 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 : Shri Virender Chauhan, Advocate
For the respondent : Ex-parte

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 M/s M/D Kailash Print Media (P) Ltd. Village Sasan, P.O. Jhanyari Devi, Near Government High School Sasan, Tehsil and District Hamirpur, H.P. for not paying claim of arrears amounting to ₹ 2,45,000/- (Rs. Two Lakhs Forty Five Thousand only) (wages w.e.f. September, 2017 to March 2018 @ Rs. 35,000/- per month) + Rs. 35,000/- (paid to the peon from his pocket for the above mentioned period) Shri Vijay Puri, Block No. 4, Set No. 48, US Club, Shimla-1, H.P. as difference of wages actually drawn and due as per recommendation of Majithia Wage Boards (copy of claim enclosed) constituted under Sections 9 and 13 (C) of the Working Journalists and other Newspaper Employees (Conditions of Services and Miscellaneous Provisions) Act, 1955) is legal and justified? If yes, to what amount of relief/arrears, along-with interest etc. the aggrieved employee is entitled to from the above employers/management?”

2. The case as set up by the petitioner is that he joined as Editorial Advisor with the Dainik Nayak Setu, bureau office Shimla and in this regard, respondent No. 4 had also sent E-mail

to the petitioner to join duty on 15.07.2017. In sequel to mail dated 14.07.2017, sent by respondent no.4, the petitioner joined as Editorial Advisor along-with staff comprising of two other persons. The salary of the petitioner was fixed at ₹ 35,000/-, whereas the salary of the peon was fixed at ₹ 5,000/- per month. The petitioner was paid salary for the month of July, 2017 in the month of August, 2017, which was credited in his bank account to the tune of ₹ 36,000/- and ₹ 7,000/- for the salary of reporter Ms. Prtima Chauhan, who was appointed by the respondent. The petitioner was paid salary only for one month and thereafter *w.e.f.* September, 2017, the respondent has not paid any salary to him. On enquiry, respondent assured that the salary would be remitted in his bank account shortly. The petitioner was also requested by the respondent to pay ₹ 7,000/- to Ms. Pratima Chauhan. The respondent had assured that this amount will also be credited into the bank account of the petitioner. The petitioner worked without remuneration with the respondent *w.e.f.* August, 2017 and waited for quite considerable time, but no salary was paid to the petitioner. The petitioner even paid the salary to the local correspondent including class-IV staff namely Shri Rohit from his own pocket from September, 2017 to Feb., 2018. Apart from above amount, no TA and DA was paid to the petitioner for attending meetings at Hamirpur as such the petitioner is entitled to TA and DA of ₹ 10 per km. Despite repeated requests and reminders when his claim was not admitted by the respondent, a demand notice was issue and then the matter was ordered to be referred to this Court. The petitioner has prayed that the respondent be directed to pay salary of the petitioner *w.e.f.* September, 2017 to Feb., 2018 along-with interest @ 18 % per annum and further salary of ₹ 5,000/- paid to the class-IV employee *w.e.f.* September, 2017 to Feb., 2018 and ₹ 7,000/- paid to the local correspondent. It was also prayed that directions be issued to respondent to pay the differential amount as per the recommendations of Majithia Wage Board.

3. Notice to the claim raised by the petitioner was issued to the respondent in pursuance thereof the petition was contested by filing reply, wherein it was admitted that the petitioner was appointed as Editorial Advisor with the Dainik Nayay Setu and he joined his duty in Bureau office, Shimla on 15.07.2017, but it was disputed that the respondent had engaged staff and salary of the peon was fixed at ₹ 5,000/-. It was averred that the petitioner has been paid salary for the month of July, 2017 in his account to the tune of ₹ 36,000/- and ₹ 7,000/-, was paid to the petitioner to maintain his office as well as staff, which was required by the petitioner. So far as the salary of Ms. Pratima Chauhan is concerned, she was not appointed by the respondent and there was no commitment with the petitioner to pay the salary of such persons working for his new channel. The record of the respondent has been confiscated by the Bank under securitization and reconstruction of financial assets and enforcement of Security Interest Act, 2002. It was denied that the salary of Ms. Pratima Chauhan has to be paid by the respondent and it was claimed that she was never appointed by the respondent, rather she was working for the new channel of the petitioner which the petitioner is operating from same office which was acquired by the respondent for the purpose of running the newspaper. No class-IV employee was appointed by the respondent nor the respondent are committed to pay salary to him. Petitioner has engaged the staff for his new channel and for his own profit. It was averred that there was no commitment made by the respondent to the petitioner to pay TA/DA. Vide order dated 13.07.2018, the petitioner was called in the office to settle the accounts, but despite that the petitioner did not visit the office. It was prayed that the claim of the petitioner be rejected.

4. Petitioner filed rejoinder in which he 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 23.03.2022.

1. Whether the petitioner is entitled for the payment of claim of arrears amounting to ₹2,45,000/- *w.e.f.* September, 2017 to March 2018 @ ₹ 35,000/- per month as

difference of wages actually drawn and due, as per recommendation of Majithia Wage Board, as alleged? ...OPP.

2. Whether the claim petition is neither competent nor maintainable, 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. Before proceeding further, it is pertinent to mention here that on 07.04.2022, the case was listed for the evidence of the petitioner, but none has appeared on behalf of the respondent, hence the respondent was proceeded against *ex-parte*.

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

Issue No. 1: Partly Yes

Issue No. 2: No

Relief : Reference is answered partly in favour of the petitioner and against the respondent as per operative part of the order.

REASONS FOR FINDINGS

ISSUE NO. 1

9. To prove his case, the petitioner has led evidence by way of affidavit PW-1/A, which is just a reproduction of the averments as made in the petition. He also tendered in evidence e-mail and statements of account Mark P-1 to Mark P-5. This is the entire evidence led by the petitioner.

10. So far as the case of the petitioner is concerned, this fact has not been disputed by the respondent that he was appointed as Editorial Advisor and he joined his duties on 15.07.2017. It is also not a disputed fact that the salary of the petitioner was fixed at ₹ 35,000/- per month, however, the respondent has disputed that the petitioner was asked to engage staff and salary of Ms. Pratima Chauhan was fixed at ₹ 7,000/- per month and that of the Peon was fixed at ₹ 5,000/- per month. With the evidence as available on record, it stands established that the petitioner was engaged by the respondent as Editorial Advisor at the salary of ₹ 35,000/- per month. It is also not a disputed fact that a sum of ₹ 36,000/- was remitted to the petitioner through his Bank account. From the reply as submitted by the respondent, in para 8, it is quite clear that the petitioner was called to settle the matter on 13.07.2018. The petitioner has claimed the salary *w.e.f.* September, 2017 to March, 2018. In view of para 8 of the reply, it stands established that the petitioner did work with the respondent till the month of March, 2018 as such he is entitled to claim salary *w.e.f.* September, 2017 to March, 2018 from the respondent.

11. So far as the prayer of the petitioner that he had also paid salary to Ms. Pratima Chauhan and one peon is concerned, the perusal of Mark P-1 (relied by the petitioner) shows that there is no mention that the petitioner was asked by the respondent to engage a local correspondence and a peon. In reply the respondent has averred that a sum of ₹ 7,000/- was paid to the petitioner for maintenance of office. Neither any appointment letter, which was issued by the respondent to Ms. Pratima Chauhan and to the Peon, has been produced on record, to come to the

conclusion that they were also the employees of the respondent nor the petitioner has placed on record any document to establish that he had paid salary of Ms. Pratima Chauhan and that of the peon from his own pocket, at the directions of respondent. So much so that Ms. Pratima Chauhan or Peon have also not been examined by the petitioner to substantiate such plea. As such on the bald statement of the petitioner, it cannot be held that Ms. Pratim Chauhan and Peon were engaged by the petitioner on the directions of the respondent. Accordingly, respondent cannot be held liable to pay the salary of Ms. Pratima and that of the Peon to the petitioner.

12. The petitioner has also claimed TA/DA from the respondent and it is claimed that he attended meetings at Hamirpur as such he is entitled to amount of ₹ 8,000/- for attending two meetings at Hamirpur, which has not paid to the petitioner. Though, the petitioner has made averments about this fact in his affidavit Ex. PW-1/A, but there is no evidence on record to establish that the petitioner was entitled to TA or DA and he did attend two meetings at Hamirpur. Petitioner has placed reliance on Mark P-4 and Mark P-5 but these documents have also not proved on record in accordance with law as such no reliance can be placed on these documents. Since, the petitioner has not been able to establish on record that he attended two meetings at Hamirpur and is entitled for TA/DA, hence the petitioner cannot be held entitled for sum of ₹ 8,000/- as claimed by him.

13. Now, coming to the other point which has been raised by the petitioner in his claim and which also find mentioned in the reference notification received by this Court from the appropriate government that whether the petitioner is entitled to difference of wages actually drawn and due as per recommendation of Majithia Wage Boards constituted under Sections 9 & 13 (C) of the Working Journalists and Other Newspaper Employees (Condition of Service and Miscellaneous Provisions) Act, 1955? First of all the petitioner has neither pleaded nor has led any evidence to establish on record that in which group of employees he falls nor there is any evidence that what kind of work was assigned to the petitioner, to fix him in any of the groups as per the recommendations of Majithia Wage Board (as referred to supra). Apart from this, the petitioner has also not classified the class of newspaper agency establishment with which he was working. Petitioner has also not specified that what work he was doing for the respondent. In the absence of any averment to this effect and proof thereof, it is difficult for this Court/Tribunal to fix that under which category the petitioner was working and what was the class of newspaper agency establishment to come to the conclusion that what scale of pay and under what category of employees the petitioner was to be fixed. In view of this, the petitioner cannot be held entitled for difference of wages actually drawn and due as per recommendation of Majithia Wage Board.

14. However, since the petitioner has able to establish on record that he was not paid the salary *w.e.f.* September, 2017 to March, 2018, hence, he is entitled to the salary from the respondent for the aforesaid period. Accordingly, issue No. 1 is partly answered in affirmative.

ISSUE NO. 2

15. So far as issue No. 2 is concerned, the respondent has not led any evidence to establish on record that how the present petition is not competent and maintainable. As such issue No. 2 is decided against the respondent.

RELIEF

16. In view of my findings on issue no.1, above, the claim filed by the petitioner is partly allowed. The respondent is directed to pay salary to the petitioner *w.e.f.* September, 2017 to March, 2018 @ ₹ 35,000/- per month (₹ 2,45,000/-). The aforesaid amount shall be paid within a period of three months from the date of order failing the same shall carry interest @ 6% per annum. 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 28th day of May, 2024.

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

Ref. 238/2020

Workers Union V/s Himachal Baspa Power Co.

28.05.2024

Present: Sh. Niranjan Verma, Ld. Csl. for the petitioner
Sanjeev Sharma, Senior Manager with Sh. Rahul Mahajan, Advocate

Conciliation tried, and has succeeded in the matter. The referene under Section 10 (1) of the Industrial Disputes Act, 1947 received from the appropriate government vide notification no. 11-1/95(Lab)ID/2022/Kinnaur/Bhupender, dated 18.09.2020 sent by Joint Labour Commissioner for adjudication, which was registered before this Court as reference No. 238/2020 stood amicably resolved between the parties. It has been stated by Shri Sanjeev Kumar who is working as Senior Manager HR Karcham Wangtu Hydro Electric Project, Tapri now J.S.W. Hydro Energy Private Limited, Tapri, District Kinnaur that *vide* Ex. PW-1 he has been authorized by the respondent to make statement on behalf of the respondent. He further stated that as per the amicable settlement between the parties, respondent has agreed that the petitioner will be promoted as per his eligibility and as per the terms and policy of promotion. He further sated that now nothing remains in this reference. Similarly, *vide* separate statement, Ld. Counsel for the petitioner has admitted the factum to compromise and the settlement of the HR Manager of respondent. He further deposed that the petitioner has no further claim in this reference and reference be decided as per compromise.

In view of the statements of the parties since the matter stood amicable settled between the partes and respondent has agreed to promote the petitioner as per the eligibility and as per the terms and policy of promotion, to which the petitioner has also agreed, therefore, nothing survive in this reference petition.

The present reference is answered accordingly. The statement(s) of HR Manager of respondent as well as Ld. Counsel for the petitioner shall form part and parcel of this award. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record room.

Announced:

28.05.2024

Sd/-

(ANUJA SOOD),
Presiding Judge,
Labour Court, Shimla.

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

बिन्दी कुमारी पुत्री श्री दितू राम, गांव धमला, डाकघर पुखरी, उप-तहसील पुखरी, जिला चम्बा (हि0प्र0) वादिया।

बनाम

आम जनता एवं ग्राम पंचायत प्राहनवीं, विकास खण्ड चम्बा प्रतिवादी।

विषय.—जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में उप-मण्डलाधिकारी (ना0) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 1525/2025, दिनांक 17-03-2025 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/2024/5849, दिनांक 13-03-2025, (2) शपथ पत्र आवेदिका, (3) शपथ-पत्र वाशिन्दगान देह, (4) जन्म रिपोर्ट, (5) अप्राप्यता प्रमाण-पत्र, (6) परिवार रजिस्टर नकल, (7) आधार कार्ड जिसमें आवेदिका **बिन्दी कुमारी पुत्री श्री दितू राम, गांव धमला, डाकघर पुखरी**, ग्राम पंचायत प्राहनवीं 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 **बिन्दी कुमारी पुत्री श्री दितू राम गांव धमला, डाकघर पुखरी** का नाम एवं जन्म तिथि दर्ज न हुआ है जोकि 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 13-03-2025 को जारी हुआ है, उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि **बिन्दी कुमारी पुत्री श्री दितू राम, गांव धमला, डाकघर पुखरी**, उप-तहसील पुखरी, जिला चम्बा की जन्म तिथि 01-01-1978 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 (इशतहार) के जारी होने के एक माह के भीतर अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदिका **बिन्दी कुमारी पुत्री श्री दितू राम, गांव धमला, डाकघर पुखरी** की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव प्राहनवीं को पारित कर दिये जाएंगे।

आज दिनांक 24-03-2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

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

ब अदालत सहायक समाहर्ता द्वितीय वर्ग, ककीरा, जिला चम्बा, हिमाचल प्रदेश

श्री देस राज पुत्र श्री मुन्शी राम, निवासी गांव कैहलू, डाकघर नैनीखड, उप-तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश प्रार्थी।

बनाम

आम जनता प्रत्यार्थीगण।

विषय.—प्रार्थना-पत्र बराये नाम दुरुस्ती बारे।

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र मय अन्य कागजात इस आशय से गुजारा है कि उसका नाम देस राज है, जोकि आधार कार्ड, स्कूल सर्टिफिकेट व ग्राम पंचायत नैनीखड़ के नकल परिवार रजिस्टर में सही दर्ज है लेकिन राजस्व विभाग के मुहाल नैनीखड़ जरेई में गलती से देश राज दर्ज है, जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी के नाम दुरुस्ती बारे यदि किसी को कोई उजर/एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 26-04-2025 को 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 जाएंगे।

आज दिनांक 24-03-2025 को मेरे हस्ताक्षर व अदालत मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय वर्ग,
ककीरा, जिला चम्बा, हिमाचल प्रदेश।

ब अदालत सहायक समाहर्ता द्वितीय वर्ग, ककीरा, जिला चम्बा, हिमाचल प्रदेश

श्री कार्तिक सुपुत्र श्री रत्न चन्द, निवासी गांव औहरा, डाकघर ककीरा, उप-तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश प्रार्थी।

बनाम

आम जनता

प्रत्यार्थीगण।

विषय.—प्रार्थना-पत्र बराये नाम दुरुस्ती बारे।

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र मय अन्य कागजात इस आशय से गुजारा है कि उसके पिता का नाम रतन चन्द है, जोकि आधार कार्ड, पैन कार्ड, स्कूल सर्टिफिकेट व ग्राम पंचायत खडेडा के नकल परिवार रजिस्टर में सही दर्ज है लेकिन राजस्व विभाग के मुहाल औहर में गलती से रतन सिंह दर्ज है, जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी के पिता का नाम दुरुस्ती बारे यदि किसी को कोई उजर/एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 26-04-2025 को 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 जाएंगे।

आज दिनांक 24-03-2025 को मेरे हस्ताक्षर व अदालत मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय वर्ग,
ककीरा, जिला चम्बा, हिमाचल प्रदेश।

ब अदालत सहायक समाहर्ता द्वितीय वर्ग, ककीरा, जिला चम्बा, हिमाचल प्रदेश

श्री सजीप कुमार सुपुत्र श्री तिलक राज, निवासी गांव भेकड़, डाकघर ककीरा, उप-तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश प्रार्थी।

बनाम

आम जनता

प्रत्यार्थीगण।

विषय.—प्रार्थना-पत्र बराये नाम दुरुस्ती बारे।

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र मय अन्य कागजात इस आशय से गुजारा है कि उसका नाम सजीप कुमार है, जोकि आधार कार्ड, स्कूल सर्टिफिकेट व ग्राम पंचायत ककीरा जरेई के नकल परिवार रजिस्टर में सही दर्ज है लेकिन राजस्व विभाग के मुहाल ककीरा जरेई में गलती से संजीव कुमार दर्ज है, जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी के नाम दुरुस्ती बारे यदि किसी को कोई उजर/एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 26-04-2025 को 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 जाएंगे।

आज दिनांक 22-03-2025 को मेरे हस्ताक्षर व अदालत मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय वर्ग,
ककीरा, जिला चम्बा, हिमाचल प्रदेश।

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

श्री मान सिंह पुत्र श्री किरपा राम पुत्र श्री हरदेउ, निवासी चूरहाडी, डाकघर बाथरी, तहसील डलहौजी, जिला चम्बा, हिमाचल प्रदेश।

बनाम

आम जनता

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

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र अन्य कागजात इस आशय के साथ गुजारा है कि उनके पिता का सही नाम किरपा राम है। उनका नाम आधार कार्ड व परिवार नकल में ग्राम पंचायत बाथरी में सही दर्ज है, लेकिन मलकियती भूमि मुहाल डाडरा पटवार वृत्त बाथरी में उनके पिता का नाम किरपो पुत्र हरदेउ दर्ज है जोकि गलत है। जिसकी दुरुस्ती की जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी के पिता की नाम की दुरुस्ती बारे यदि किसी को कोई उजर/एतराज हो तो वह असालतन या वकालतन अधोहस्ताक्षरी

की अदालत में दिनांक 22-04-2025 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 22-03-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

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

**ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी धरवाला,
जिला चम्बा, हिमाचल प्रदेश**

गुरुवचन सिंह पुत्र तारु राम, गांव लेच, डाकघर गैहरा, उप-तहसील धरवाला, जिला चम्बा, हिमाचल प्रदेश प्रार्थी।

बनाम

आम जनता

उनवान मुकद्दमा.—दरखास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत

इस कार्यालय में गुरुवचन सिंह पुत्र तारु राम, गांव लेच, डाकघर गैहरा, उप-तहसील धरवाला, जिला चम्बा ने प्रार्थना-पत्र गुजार कर निवेदन किया है कि मेरे भाई नामक चैन सिंह की मृत्यु 01-08-1984 को घर पर ही हुई थी परन्तु अज्ञानतावश मेरे भाई की मृत्यु तिथि को ग्राम पंचायत लेच के जन्म एवं मृत्यु रजिस्टर में आज तक पंजीकृत नहीं किया गया है इसलिए मेरे भाई की मृत्यु तिथि को दर्ज करने के आदेश ग्राम पंचायत लेच को दिये जावें।

अतः इस इशतहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी को भी चैन सिंह पुत्र तारा सिंह, गांव लेच, डाकघर गैहरा की मृत्यु ग्राम पंचायत लेच में दर्ज करने में किसी भी प्रकार का उजर व एतराज हो तो वह दिनांक 05-04-2025 को असालतन या वकालतन हाजिर होकर लिखित व मौखिक प्रस्तुत करें। यदि उक्त तारीख तक कोई उजर/एतराज प्रस्तुत नहीं हुआ तो यह समझा जायेगा कि प्रार्थी की मृत्यु तिथि ग्राम पंचायत लेच में दर्ज करने हेतु कोई आपत्ति नहीं है तथा नाम व जन्म तिथि ग्राम पंचायत लेच में दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 17-03-2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी,
धरवाला, जिला चम्बा (हि0 प्र0)।

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

मुकद्दमा नं० :

Sh. Milap Chand s/o Shri Kishori Lal, r/o V.P.O. Bagli, Tehsil Dharamshala, District Kangra (H.P.).

बनाम

आम जनता

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

Sh. Milap Chand s/o Shri Kishori Lal, r/o V.P.O. Bagli, Tehsil Dharamshala, District Kangra (H.P.) ने इस अदालत में प्रार्थना-पत्र सहित मुकद्दमा दायर किया है कि उसकी self Milap Chand s/o Kishori Lal का जन्म दिनांक 20-03-1967 को हुआ है परन्तु एम0 सी0 धर्मशाला/ग्राम पंचायत में जन्म पंजीकृत न है। अतः इसे पंजीकृत किये जाने के आदेश दिये जायें। इस नोटिस के द्वारा/मुस्तरी मुन्यादी के द्वारा समस्त जनता को तथा सम्बन्धित सम्बन्धियों को सूचित किया जाता है कि यदि किसी को भी उपरोक्त Milap Chand के जन्म पंजीकृत किये जाने बारे कोई उजर/एतराज हो तो वह हमारी अदालत में दिनांक 08-04-2025 को असालतन या वकालतन हाजिर होकर अपना एतराज पेश कर सकता है अन्यथा मुताबिक शपथ-पत्र जन्म/मृत्यु तिथि पंजीकृत किये जाने बारे आदेश पारित कर दिये जायेंगे।

आज दिनांक 08-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
धर्मशाला, जिला कांगड़ा (हि0प्र0)।

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

मुकद्दमा नं० : /2025

श्रीमती Sudarshana Devi d/o Lt. Sh. Tek Chand, r/o Ward No. 14, VPO Dari, Tehsil Dharamshala, District Kangra (H.P.).

बनाम

आम जनता

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

श्रीमती Sudarshana Devi d/o Lt. Sh. Tek Chand, r/o Ward No. 14, VPO Dari, Tehsil Dharamshala, District Kangra (H.P.) ने इस अदालत में प्रार्थना-पत्र सहित मुकद्दमा दायर किया है कि उसकी self Sudarshana Devi d/o Late Sh. Tek Chand का जन्म दिनांक 05-03-1936 को हुआ है परन्तु एम0 सी0 धर्मशाला/ग्राम पंचायत में जन्म पंजीकृत न है। अतः इसे पंजीकृत किये जाने के आदेश दिये जायें। इस नोटिस के द्वारा/मुस्तरी मुन्यादी के द्वारा समस्त जनता को तथा सम्बन्धित सम्बन्धियों को सूचित किया जाता है कि यदि किसी को भी उपरोक्त Sudarshana Devi के जन्म पंजीकृत किये जाने बारे कोई उजर/एतराज हो तो वह हमारी अदालत में दिनांक 23-04-2025 को असालतन या वकालतन हाजिर होकर अपना एतराज पेश कर सकता है अन्यथा मुताबिक शपथ-पत्र जन्म तिथि पंजीकृत किये जाने बारे आदेश पारित कर दिये जायेंगे।

आज दिनांक 21-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
धर्मशाला, जिला कांगड़ा (हि0प्र0)।

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

मुकद्दमा नं0 : /2025

श्रीमती Sontosh Devi d/o Sh. Bishan Dass, r/o V.P.O. Sidhpur, Tehsil Dharamshala, District Kangra (H.P.).

बनाम

आम जनता

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

श्रीमती Sontosh Devi d/o Sh. Bishan Dass, r/o V.P.O. Sidhpur, Tehsil Dharamshala, District Kangra (H.P.) ने इस अदालत में प्रार्थना-पत्र सहित मुकद्दमा दायर किया है कि उसकी self Sontosh Devi d/o Sh. Bishan Dass का जन्म दिनांक 07-04-1976 को हुआ है परन्तु एम0 सी0 धर्मशाला/ग्राम पंचायत में जन्म पंजीकृत न है। अतः इसे पंजीकृत किये जाने के आदेश दिये जायें। इस नोटिस के द्वारा/मुस्तरी मुन्यादी के द्वारा समस्त जनता को तथा सम्बन्धित सम्बन्धियों को सूचित किया जाता है कि यदि किसी को भी उपरोक्त Sontosh Devi के जन्म पंजीकृत किये जाने बारे कोई उजर/एतराज हो तो वह हमारी अदालत में दिनांक 21-04-2025 को असालतन या वकालतन हाजिर होकर अपना एतराज पेश कर सकता है अन्यथा मुताबिक शपथ-पत्र जन्म तिथि पंजीकृत किये जाने बारे आदेश पारित कर दिये जायेंगे।

आज दिनांक 20-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
धर्मशाला, जिला कांगड़ा (हि0प्र0)।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, तहसील धर्मशाला,
जिला कांगड़ा (हि0प्र0)

किस्म मुकद्दमा: तकसीम

केस नं0 : 55 / 24

कुमारी निक्को देवी पुत्री जैशी राम पुत्र निहाला, निवासी महाल घरोह खास, मौजा घरोह, तहसील धर्मशाला, जिला कांगड़ा हि0 प्र0।

बनाम

1. प्रवीण कुमार पुत्र व 2. वेवी, 3. नीलमा देवी, 4. रीना देवी पुत्रियां व 5. रतनी देवी विधवा मिलखी राम, 6. मनीष वर्मा पुत्र श्याम सुन्दर, 7. कार्तिक पुत्र अशोक कुमार, निवासी गांव व डाकखाना घरोह, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

विषय.—प्रार्थना-पत्र तकसीम भूमि खाता नं0 279, खतौनी नं0 374, खसरा नं0 218, रकबा तादादी 00-21-65 है0, वाक्या महाल घरोह खास, मौजा घरोह, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 जमाबंदी साल 2016-17.

प्रार्थिया कुमारी निक्को देवी पुत्री जैशी राम पुत्र निहाला, निवासी महाल घोरोह खास, मौजा घोरोह, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 ने प्रार्थना-पत्र तकसीम हुकमन बारे गुजारा है जिसमें उपरोक्त प्रतिवादीगण को समन साधारण तरीके से तामील न हो पा रहे हैं, इसलिए प्रतिवादीगण को इस इशतहार राजपत्र/मुस्त्री मुनादी के द्वारा सूचित किया जाता है कि यदि किसी भी पक्ष को उपरोक्त वर्णित भूमि की तकसीम करने बारे कोई भी उजर/एतराज हो तो वह अधोहस्ताक्षरी की अदालत में दिनांक 21-04-2025 को प्रातः 11.00 बजे असालतन या वकालतन हाजिर होकर अपने उजर/एतराज पेश कर सकता है, अन्यथा हाजिर न आने की सूरत में उपरोक्त प्रतिवादीगण के विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी व तरीका तकसीम जारी कर दिया जाएगा।

आज दिनांक 22-02-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार,
तहसील धर्मशाला, जिला कांगड़ा।

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

किस्म मुकद्दमा: तकसीम

केस नं0 : 95 / 24

रीता राणा पत्नी वृज लाल व 2. सुनील चंद पुत्र विजय चंद, जगतम्बा देवी पत्नी प्रिथी सिंह की तरफ से मुख्त्यारे आम श्रीमती रीता राणा पत्नी वृज लाल, निवासी महाल लहसर, मौजा योल, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

बनाम

1. विहारी लाल पुत्र मोती राम, 2. देश राज, 3. बलदेव राज पुत्र व 4. विमला देवी, 5. निर्मला देवी पुत्री हाडू पुत्र बीरौ, निवासी उप-महाल लहसर, मौजा योल, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

विषय.—प्रार्थना-पत्र तकसीम भूमि खाता नं0 352, खतौनी नं0 472, खसरा नं0 540, रकबा तादादी 0-28-07 है0, वाक्या उप-महाल लहसर, मौजा योल, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 जमाबंदी साल 2021-22.

प्रार्थिया रीता राणा पत्नी वृज लाल 2. सुनील चंद पुत्र विजय चंद, 3. जगतम्बा देवी पत्नी प्रिथी सिंह निवासी महाल लहसर, मौजा योल, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 ने प्रार्थना-पत्र तकसीम हुकमन बारे गुजारा है जिसमें उपरोक्त प्रतिवादीगण को समन साधारण तरीके से तामील न हो पा रहे हैं, इसलिए प्रतिवादीगण को इस इशतहार राजपत्र/मुस्त्री मुनादी के द्वारा सूचित किया जाता है कि यदि किसी भी पक्ष को उपरोक्त वर्णित भूमि की तकसीम करने बारे कोई भी उजर/एतराज हो तो वह अधोहस्ताक्षरी की अदालत में दिनांक 22-04-2025 को प्रातः 11.00 बजे असालतन या वकालतन हाजिर होकर अपने उजर/एतराज पेश कर सकता है, अन्यथा हाजिर न आने की सूरत में उपरोक्त प्रतिवादीगण के विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी व तरीका तकसीम जारी कर दिया जाएगा।

आज दिनांक 22-02-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता प्रथम श्रेणी,
तहसील धर्मशाला, जिला कांगड़ा।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, तहसील धर्मशाला,
जिला कांगड़ा (हि0 प्र0)

किस्म मुकद्दमा: तकसीम

केस नं0 : 95/24

रीता राणा पत्नी वृज लाल व 2. सुनील चंद पुत्र विजय चंद, जगतम्बा देवी पत्नी प्रिथी सिंह की तरफ से मुख्त्यारे आम श्रीमती रीता राणा पत्नी वृज लाल, निवासी महाल लहसर, मौजा योल, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

बनाम

1. विहारी लाल पुत्र मोती राम, 2. देश राज, 3. बलदेव राज पुत्र व 4. विमला देवी, 5. निर्मला देवी पुत्री हाडू पुत्र बीरौ, निवासी उप-महाल लहसर, मौजा योल, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

विषय.—प्रार्थना-पत्र तकसीम भूमि खाता नं0 352, खतौनी नं0 472, खसरा नं0 540, रकबा तादादी 0-28-07 है0, वाक्या उप-महाल लेहसर, मौजा योल, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 जमाबंदी साल 2021-22.

प्रार्थिया रीता राणा पत्नी वृज लाल, 2. सुनील चंद पुत्र विजय चंद, 3. जगतम्बा देवी पत्नी प्रिथी सिंह निवासी महाल लहसर, मौजा योल, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 ने प्रार्थना-पत्र तकसीम हुकमन बारे गुजारा है जिसमें उपरोक्त प्रतिवादीगण को समन साधारण तरीके से तामील न हो पा रहे हैं, इसलिए प्रतिवादीगण को इस इशतहार राजपत्र/मुस्त्री मुनादी के द्वारा सूचित किया जाता है कि यदि किसी भी पक्ष को उपरोक्त वर्णित भूमि की तकसीम करने बारे कोई भी उजर/एतराज हो तो वह अधोहस्ताक्षरी की अदालत में दिनांक 22-04-2025 को प्रातः 11.00 बजे असालतन या वकालतन हाजिर होकर अपने उजर/एतराज पेश कर सकता है, अन्यथा हाजिर न आने की सूरत में उपरोक्त प्रतिवादीगण के विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी व तरीका तकसीम जारी कर दिया जाएगा।

आज दिनांक 22-02-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी,
तहसील धर्मशाला, जिला कांगड़ा।

ब अदालत श्री हरीश कुमार, सहायक समाहर्ता प्रथम श्रेणी, मुलथान, जिला कांगड़ा (हि0 प्र0)

मुकद्दमा नं0 : 09/2025

तारीख पेशी : 24-04-2025

श्री घहनू राम पुत्र होला पुत्र हीरा, निवासी गांव धरमाण, डाकघर दियोट, तहसील मुलथान, जिला कांगड़ा (हि0 प्र0)

बनाम

आम जनता

प्रतिवादी।

विषय.—राजस्व अभिलेख में नाम दुरुस्ती बारे।

उपरोक्त विषय पर आवेदक श्री घहनू राम पुत्र होला पुत्र हीरा, निवासी गांव धरमाण, डाकघर दियोट, तहसील मुलथान, जिला कांगड़ा (हि0 प्र0) ने इस अदालत में प्रार्थना-पत्र मय शपथ-पत्र इस आशय से गुजार

रखा है कि उसका नाम आधार कार्ड, पंचायत रिकार्ड तथा अन्य सभी दस्तावेजों में घहनू राम पुत्र होला पुत्र हीरा है परन्तु महाल धरमाण के राजस्व अभिलेख में घनश्याम राम पुत्र होला पुत्र हीरा, निवासी गांव धरमाण, डाकघर दियोट दर्ज हुआ है, जोकि गलत है। इसे दुरुस्त करके घनश्याम उपनाम घहनू राम पुत्र होला पुत्र हीरा दर्ज किया जाये।

अतः सर्वसाधारण को इस इशतहार राजपत्र द्वारा सूचित किया जाता है कि यदि किसी को राजस्व अभिलेख में इस नाम दुरुस्ती बारे कोई उजर व एतराज हो तो वह दिनांक 24-03-2025 या इससे पूर्व असालतन या वकालतन अदालत हजा में हाजिर होकर अपना एतराज प्रस्तुत कर सकता है अन्यथा नियमानुसार राजस्व अभिलेख में नाम दुरुस्ती के आदेश पारित कर दिये जायेंगे। उपरोक्त तिथि के बाद कोई उजर व एतराज जेरे समायत न होगा तथा प्रार्थना-पत्र पर नियमानुसार उचित आदेश पारित कर दिये जायेंगे।

आज दिनांक 24-04-2025 को हमारे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता प्रथम श्रेणी,
मुलथान, जिला कांगड़ा (हि0 प्र0)।

ब अदालत श्री रमन ठाकुर, कार्यकारी दण्डाधिकारी बैजनाथ, जिला कांगड़ा (हि0प्र0)

मंगला देवी पुत्री श्री सुख राम उपनाम सुखिया राम, निवासी गांव व डाकघर वही, तहसील बैजनाथ, जिला कांगड़ा (हि0प्र0)।

बनाम

आम जनता

प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

मंगला देवी पुत्री श्री सुख राम उपनाम सुखिया राम, निवासी गांव व डाकघर वही, तहसील बैजनाथ, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना-पत्र गुजारा है कि उसका जन्म दिनांक 13-01-1966 को गांव व डाकघर वही में हुआ है, परन्तु इस बारे पंचायत के रिकार्ड में पंजीकरण नहीं करवाया जा सका। अब पंजीकरण के आदेश दिये जायें।

अतः इस नोटिस के माध्यम से सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त जन्म के पंजीकरण बारे में कोई उजर/एतराज हो तो वह दिनांक 19-04-2025 को सुबह 10.00 बजे असालतन या वकालतन हाजिर आकर पेश कर सकता है। अन्यथा उपरोक्त जन्म के पंजीकरण बारे आदेश पारित कर दिये जायेंगे। उसके उपरान्त किसी भी प्रकार का कोई भी उजर/एतराज न सुना जायेगा।

आज दिनांक 06-03-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
बैजनाथ, जिला कांगड़ा (हि0प्र0)।

**In the Court of Sub-Divisional Magistrate, Exercising the Power of Marriage Officer
Jawalamukhi, Distt. Kangra (H.P.)**

In the matter of :

1. Naresh Kumar aged 32 years s/o Sh. Kartar Chand, r/o VPO Nahlian, Tehsil Khundian, Distt. Kangra, H.P.

2. Puspanjali Sabara aged 24 years d/o Sh. Durlava, r/o VPO Dambala, Tehsil & Distt. Gajapati, State Odisha. *Applicants.*

Versus

General Public

Respondent.

Subject.—Notice for registration of Marriage under Section 8(4) of H.P. Registration of Marriage Act, 1996 (Act No. 21 of 1997).

The above applicant has filed an application u/s 8(4) of H.P. Registration of Marriage Act, 1996, alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they have solemnized their marriage on 21-02-2020 according to Hindu Rites and Customs at Baba Anand Gir Mansa Mandir Maa Chamunda, Tehsil Palampur, District Kangra, H.P. 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 25-04-2024 at 11.00 A.M. The objection(s) after 25-04-2025 at 11.00 A.M. will not be entertained by this Office and then the order of registration of said marriage issued according as per the law prescribed.

Issued on this day 21st day of March, 2025 under my hand and seal of this office.

Seal.

Sd/-

*Sub-Divisional Magistrate-cum- Marriage Officer,
Jawalamukhi, Distt. Kangra, H.P.*

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

File No. 17/2025

Instt. on 22-03-2025

Next date of hearing 26-04-2025

In the matter of :

1. Sh. Aman Sangwan s/o Sh. Dharmveer, r/o Ward No. 391, Village Butana, P.O. Khellan, Sonipat Haryana 131302 at present c/o Sh. Surender Kumar, Village Lakhwan, P.O. Jhatingari, Tehsil Padhar, Distt. Mandi (H.P.).

2. Arti Devi d/o Sh. Surender Kumar, Village Lakhwan, P.O. Jhatingari, Tehsil Padhar, District Mandi (H.P.) . .Petitioner/Applicants.

Versus

General Public

Application under section 15 of Special Marriage Registration, Act, 1954.

Whereas, Sh. Aman Sangwan s/o Sh. Dharmveer, r/o Ward No. 391, Village Butana, P.O. Khellan, Sonapat Haryana 131302 at present c/o Sh. Surender Kumar, Village Lakhwan, P.O. Jhatingari, Tehsil Padhar, Distt. Mandi (H.P.) Arti Devi d/o Sh. Surender Kumar, Village Lakhwan, P.O. Jhatingari, Tehsil Padhar, District Mandi (H.P.) both the petitioners have presented an application for the registration of Marriage under section 15, Chapter-III of the special marriage Registration Act, 1954 for registration of their Marriage solemnized on 03-03-2025. Both of them allegent to not having any living spouse, none of them is *idiot* or a lunate and both of them are adult and not fall decree of prohibited relationship and both of them are resident with local jurisdiction of Sub-Division Padhar and since then living as husband & wife.

Hence this proclamation is hereby issued for the informatin of General Public that if any persons have any objectinos for the registration of the above Marriage they can appear & file objection in this court on or before 26-04-2025 at 10.00 A.M. personally or through an authorized agent failing which this marriage will be registered under the Act, *ibid* accordingly.

Given under my hand and seal of this court 22-03-2025.

Seal.

Sd/-
(SH. SURJEET SINGH, HAS),
Additional District Registrar-cum-Sub Divisional Magistrate,
Pathar, District Mandi (H.P.).

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)

केस नं0 : /2025

दायर तिथि :

श्री जय सिंह पुत्र गजे सिंह, निवासी अम्बोया, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता

प्रार्थना-पत्र जेरे धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969

प्रार्थी श्री जय सिंह पुत्र गजे सिंह, निवासी अम्बोया, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0) का आवेदन पत्र मुख्य रजिस्ट्रार जन्म एवं मृत्यु/मुख्य चिकित्सा अधिकारी, नाहन के पत्र एचएफडब्ल्यू-एन/एसटी/बीएण्डडी/डिलेय कैसिस/2024-13508, दिनांक 20-03-2025 द्वारा अनुलग्न क्रमशः अपना ब्यान हल्फी, दो गवाहन ब्यान हल्फी, आधार कार्ड सहित इस अदालत में प्राप्त हुआ है, जिसमें प्रार्थी द्वारा प्रार्थना की है कि उसकी पुत्री जिसका नाम सपना है की जन्म तिथि 23-02-1987 है, जिसका

अज्ञानतावश प्रार्थी की पुत्री की जन्म तिथि का ईन्द्राज ग्राम पंचायत अम्बोया के जन्म अभिलेख में दर्ज नहीं करवा सके हैं जिसे प्रार्थी अब दर्ज करवाना चाहता है।

अतः सर्वसाधारण को इस इशतहार के मार्फत सूचित किया जाता है कि इस बारे यदि किसी को कोई भी उजर/एतराज हो तो वह दिनांक 26-04-2025 को प्रातः 11.00 बजे या इससे पूर्व किसी भी दिन कार्य दिवस में अदालत हजा स्थित पांवटा साहिब में असालतन या वकालतन हाजिर आकर उजर/एतराज दर्ज करा सकता है। निर्धारित तिथि या इससे पूर्व में कोई आपत्ति प्राप्त न होने की सूरत में सपना पुत्री जय सिंह, निवासी अम्बोया, तहसील पांवटा साहिब, जिला सिरमौर (हि0प्र0) के प्रकरण पर नियमानुसार कार्यवाही अमल में लाई जायेगी।

आज दिनांक 26-03-2025 को मेरे हस्ताक्षर व कार्यालय मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0)।

समक्ष श्री जय सिंह ठाकुर, कार्यकारी दण्डाधिकारी, तहसील ददाहू, जिला सिरमौर (हि0प्र0)

मिसल नं0 : 1/13(3) of 2025

तारीख मजरूआ : 19-03-2025

तारीख पेशी : 25-04-2025

प्रार्थी श्री बाबु राम पुत्र श्री रतन सिंह, निवासी छोऊ भोगर, डा0 कोटी धमान, तहसील ददाहू, जिला सिरमौर (हि0प्र0)।

बनाम

आम जनता

दरखास्त बराये जन्म एवं मृत्यु रजिस्ट्रीकरण अधिनियम, 1969 जेरे धारा 13(3)।

प्रार्थी श्री बाबु राम पुत्र श्री रतन सिंह, निवासी छोऊ भोगर, डा0 कोटी धमान, तहसील ददाहू, ने अदालत हजा में एक दरखास्त गुजार कर दावा किया है कि प्रार्थी अपनी पुत्री का जन्म ग्राम पंचायत छोऊ भोगर में दर्ज करवाना चाहता है। प्रार्थी की पुत्री का जन्म मिति 12-02-2007 को ग्राम पंचायत छोऊ भोगर में हुआ था, लेकिन वह किसी कारण आज तक अपनी पुत्री का जन्म ग्राम पंचायत छोऊ भोगर में दर्ज न करवा सके, जिसे नियमानुसार दर्ज किया जाना उचित व आवश्यक है।

जन्म दर्ज के मौजूदा मामले में प्रार्थी के उपरोक्त दावों के संदर्भ में प्रार्थी के सभी सगे-सम्बन्धियों एवं आम जनता को इस इशतहार के माध्यम से सूचित किया जाता है कि उक्त दुरुस्ती मामले में किसी भी प्रकार की आपत्ति व एतराज दर्ज करने बारे दिनांक 25-04-2025 को कार्यकारी दण्डाधिकारी ददाहू के समक्ष असालतन या वकालतन पेश होवें अन्यथा मामले में एकतरफा कार्यवाही अमल में लाई जायेगी।

आज दिनांक 19-03-2025 को मेरे हस्ताक्षर एवं मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—
(जय सिंह ठाकुर),
कार्यकारी दण्डाधिकारी,
तहसील ददाहू, जिला सिरमौर (हि0प्र0)।

समक्ष श्री जय सिंह ठाकुर, सहायक समाहर्ता प्रथम श्रेणी, ददाहू,
जिला सिरमौर, हिमाचल प्रदेश

मिसल नं० : 21/13(b) of 2024

मजरुआ : 30-07-2024

तारीख पेशी : 09-04-2025

प्रार्थी श्री धीरज शर्मा पुत्र श्री बाला राम पुत्र दुर्गा दत्त, निवासी स्वारा लंडासी, तहसील ददाहू, जिला सिरमौर (हि०प्र०)।

बनाम

आम जनता

दरखास्त बराये नाम दुरुस्ती मौजा स्वारा लंडासी, तहसील ददाहू।

प्रार्थी श्री धीरज शर्मा पुत्र श्री बाला राम पुत्र दुर्गा दत्त, निवासी स्वारा लंडासी, तहसील ददाहू ने अदालत हजा में एक दरखास्त गुजार कर दावा किया है कि उसके पिता का वास्तविक नाम बाला राम है जोकि उसके अन्य समस्त रिकॉर्ड में दर्ज है। लेकिन मौजा स्वारा लंडासी के खाता खतौनी 46/76 के राजस्व रिकॉर्ड में उसके पिता का नाम बालादत्त दर्ज हो गया है, जोकि गलत है। बालादत्त बोलचाल में प्रचलित नाम है जोकि राजस्व रिकॉर्ड के दौरान इन्तकाल तस्दीक दर्ज हो गया, जिसे नियमानुसार दुरुस्त कर बाला राम किया जाना उचित व आवश्यक है।

सेहत नाम के मौजूदा मामले में प्रार्थी के उपरोक्त दावों के संदर्भ में प्रार्थी के सभी सगे-सम्बन्धियों एवं आम जनता को इस इशतहार के माध्यम से सूचित किया जाता है कि उक्त दुरुस्ती मामले में किसी भी प्रकार की आपत्ति व एतराज दर्ज करने बारे दिनांक 09-04-2025 को सहायक समाहर्ता ददाहू के समक्ष असालतन या वकालतन पेश हों। अन्यथा मामले में एकतरफा कार्यवाही अमल में लाई जायेगी।

आज दिनांक 13-03-2025 को हमारे हस्ताक्षर एवं मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित /—
(जय सिंह ठाकुर)
सहायक समाहर्ता प्रथम श्रेणी,
ददाहू, जिला सिरमौर (हि०प्र०)।

ब अदालत उपमण्डलाधिकारी (ना०)/एवं सक्षम अधिकारी भू-अर्जन, शिमला (ग्रा०)

वाद संख्या : 6/2025

जीवानंद व अन्य

बनाम

एन०एच०ए०आई० व अन्य

नोटिस :

1. श्री मस्तराम सुपुत्र श्री पंखू, 2. श्रीमती चन्दू सुपुत्री श्री देविया, 3. श्रीमती विमला सुपुत्री श्री देविया, 4. श्रीमती चूकी सुपुत्री श्री देविया, 5. श्री बालकराम सुपुत्र श्री घंकलू, 6. श्री प्रभू सुपुत्र श्री घंकलू, 7. श्रीमती चंदी सुपुत्री श्री शौकिया, 8. श्रीमती विद्या सुपुत्री श्री शौकिया, 9. श्रीमती चंदू सुपुत्री श्री जगतिया, 10. श्रीमती लीला सुपुत्री श्री जगतिया, 11. श्री घर्मचन्द सुपुत्र श्री अनोखीराम, 12. कुमारी मिनाक्षी सुपुत्री श्री नेगीराम, निवासीगण महाल छकड़ायल, तहसील शिमला, ग्रा० जिला शिमला प्रतिवादीगण।

हरगाह उपरोक्त धारणाधिकारियों को सूचित किया जाता है कि केन्द्रीय सरकार द्वारा राष्ट्रीय राजमार्ग अधिनियम, 1956 (1956 का 48) के अन्तर्गत परवाणू-शिमला चारलेन बनाने अनुरक्षण, प्रबन्ध और प्रचालन के

लोक प्रयोजन के लिए भूमि का अधिग्रहण किया गया है। उपरोक्त मार्ग हेतु अधिग्रहित की गई भूमि के अन्तर्गत भूमि खसरा नम्बर 62 व खाता नं० 327/425, स्थित महाल छकड़ायल के बारे माननीय उच्च न्यायालय हि०प्र० द्वारा पारित आदेश सी०डब्ल्यू०पी० सं० 1225 व 1944/18 दिनांक 17-04-2019 के अनुरूप हुई भूमि की तकसीम का निर्णय हो चुका है तथा प्रार्थी ने तकसीम के आधार पर मुआवजा राशि की अदायगी हेतु आग्रह किया है। अधोहस्ताक्षरी को यह प्रतीत हो चुका है कि उपरोक्त लिखित व्यक्तियों की तामील अधिग्रहित भूमि व दिये गये पते पर साधारण तरीके से संभव नहीं है।

अतः इस नोटिस के माध्यम से उपरोक्त लिखित व्यक्तियों को सूचित किया जाता है कि मामले की सुनवाई दिनांक 22-04-2025 को निश्चित की गई है तथा आप सभी बाद दोपहर 3.00 बजे अधोहस्ताक्षरी के कार्यालय में उपस्थित होकर अपना पक्ष रखें ताकि मामले का निपटारा किया जा सके। यदि आप इस नोटिस के बाबजूद भी हाजिर अदालत न आये तो यह समझा जायेगा कि आप को इस बारे कुछ नहीं कहना है तथा आपके खिलाफ एकतरफा कार्यावाही अमल में लाई जायेगी।

आज दिनांक 29-03-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित /—
उपमण्डलाधिकारी (ना०) एवं सक्षम अधिकारी,
भू-अर्जन शिमला (ग्रा०) (हि० प्र०)।

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

1. Sh. Budhi Ram s/o Sh. Babu Ram, r/o House No. 17/, Jutogh Cantt., Shimla, Tehsil & District Shimla, Himachal Pradesh age 51 years.

2. Ms. Indu Bala d/o Sh. Surender Kumar, r/o Violet Hill, Kothi Jakhoo, GPO Shimla, Himachal Pradesh age 38 years.

Versus

General Public

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

Sh. Budhi Ram s/o Sh. Babu Ram, r/o House No. 17/, Jutogh Cantt., Shimla, Tehsil & District Shimla, Himachal Pradesh and Ms. Indu Bala d/o Sh. Surender Kumar, r/o Violet Hill, Kothi Jakhoo, GPO Shimla, Himachal Pradesh have filed an application alongwith affidavits in the court of the undersigned stating therein that they have solemnized their marriage on 02-05-2005 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 the 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 24-03-2025

Seal.

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

In the Court of Executive Magistrate, Chopal, District Shimla (H. P.)

Smt. Rama Devi w/o Sh. Panu Ram, r/o Village Dhurla, Post Office Makrog, Tehsil Chopal, District Shimla (H.P.)

Versus

General Public Tehsil Chopal

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

Whereas, Smt. Rama Devi w/o Sh. Panu Ram, r/o Village Dhurla, Post Office Makrog, Tehsil Chopal, District Shimla (H.P.) has preferred an application to undersigned for registration of name of his/her son/daughter namely Mr. Anish Kumar whose date of birth is (20-10-2004) & Miss. Anisha whose date of birth (12-05-2006) in the Gram Panchayat Makrog, Tehsil Chopal, District Shimla (H.P.).

Therefore, by this proclamation, the General Public is hereby informed that any person having any objection for entry as to date of birth mentioned above, may submit his/her objection in writing in this court on or before 22-04-2025 failing which no objection will be entertained after expiry of date and will be decided accordingly.

Given under my hand and seal of the court on 21-03-2025.

Seal.

Sd/-
Executive Magistrate,
Chopal, District Shimla (H.P.).

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

Case No./2025

In the matter of :

Sh. Ram Lal Gazta s/o Late Shri Ratti Ram, r/o Village Chaukiya, P.O. & Tehsil Chopal, District Shimla (H.P.)

Applicant.

Versus

General Public

Respondent.

Notice/Proclamation Regarding Correction of Name of Shri Ram Lal Gazta.

Whereas, applicant Sh. Ram Lal Gazta s/o Late Shri Ratti Ram, r/o Village Chaukiya, P.O. & Tehsil Chopal, District Shimla (H.P.) has submitted an application to this Court with the request that in some documents his name is entered as R. L. Gazta which is his short name, his full name is Ram Lal Gazta. That he has changed his name from R.L. Gazta to Ram Lal Gazta. That he will not use his previous name R. L. Gazta in future.

Now, therefore, objections are invited from the general public that if, anyone has any objection regarding correction of name R. L. Gazta to Ram Lal Gazta, they may appear before the undersigned on or before 25-04-2025 either personally or through their authorized agent/pleader.

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

Issued today on 24th day of April, 2025 under my hand and seal of the Court.

Seal.

Sd/-
*Sub-Divisional Magistrate,
Chopal, District Shimla (H.P.).*

—————
**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Chopal,
District Shimla H.P.**

1. Smt. Sandeepna d/o Sh. Mohan Lal, VPO Pauria, Tehsil Nerwa, District Shimla, Himachal Pradesh.

2. Sh. Bablu s/o Sh. Ram Prasad, VPO Pauria, Tehsil Nerwa, District Shimla (H.P.)
Applicant.

Versus

General Public *(2nd Party).*

Application for registration of marriage u/s 15 of Special Marriages Act, 1954.

Smt. Sandeepna d/o Sh. Mohan Lal, VPO Pauria, Tehsil Nerwa, District Shimla, Himachal Pradesh and Sh. Bablu s/o Sh. Ram Prasad, VPO Pauria, Tehsil Nerwa, District Shimla (H.P.) have filed an application under Section 15 of special marriage Act, 1954 alongwith supporting documents such as attested affidavits, copies of Aadhar cards, copy of Matriculation Certificate of Smt. Sandeepna & a postal order of Rs. 50/- to this court, wherein they have stated that they have solemnized their marriage in the year 10-10-2017, but they could not register the marriage till date and intend to register their marriage. They also have a female child. Smt. Sandeepna & her husband lives in a saperate house on the land provided them by the parents of Smt. Sandeepna. Sh. Bablu s/o Sh. Ram Prasad applicant No. 2 is Nepali citizen and he has only Aadhar Card as proof.

Therefore, the general public is hereby informed through this notice that if any person, having any objection regarding registration of this marriage, may file his/her objection personally or in writing before 01-05-2025. In case no objections are received by 01-05-2025 it will be

presumed that there is no objection to the registration of the marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on this 26th day of March, 2025.

Seal.

Sd/-
Marriage Officer-cum-SDM,
Chopal, Distt. Shimla (H.P.).

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

1. Sh. Het Ram s/o Ramesh Chand alias Dhingru Ram, VPO Sarain, Tehsil Chopal, District Shimla, Himachal Pradesh.

2. Smt. Sunita d/o Sh. Sahia, Village Thanah, P.O. Charoli, Tehsil Kupvi, District Shimla (H.P.) wife of Shri Het Ram applicant No. 1. *Applicant.*

Versus

General Public

(2nd Party).

Application for registration of marriage u/s 15 of Special Marriage Act, 1954.

Sh. Het Ram s/o Ramesh Chand alias Dhingru Ram, VPO Sarain, Tehsil Chopal, District Shimla, Himachal Pradesh and Smt. Sunita d/o Sh. Sahia, Village Thanah, P.O. Charoli, Tehsil Kupvi, District Shimla (H.P.) wife of Shri Het Ram applicant No. 1 has filed an application under Section 15 of special marriage Act, 1954 alongwith supporting documents such as attested affidavit, Marriage Certificate issued by the Gram Panchayat Secretary, Gram Panchayat Charoli, Tehsil Kupvi, copies of Aadhar cards to this court wherein, he has stated that they have solemnized their marriage in the year 2012 on 18th March, but could not register the marriage till date and intend to register their marriage. They have also a female child named Yashiti, her date of Birth is 13-02-2013.

Therefore, the general public is hereby informed through this notice that if any person, having any objection regarding registration of this marriage, may file his/her objection personally or in writing before 01-05-2025. In case no objections are received by 29-01-2025 it will be presumed that there is no objection to the registration of the marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on this 26th day of March, 2025.

Seal.

Sd/-
Marriage Officer-cum-SDM,
Chopal, Distt. Shimla (H.P.).

CHANGE OF NAME

I, Vidya d/o Lehu, residing at Village Daghali (30), P.O. Balag, Tehsil Theog, District Shimla (H.P.)-171226 do hereby solemnly declare that I have changed my name from Meera (Previous Name) to Vidya (New Name). All concerned please note.

VIDYA
d/o Lehu,
residing at Village Daghali (30),
P.O. Balag, Tehsil Theog, District Shimla (H.P.).

CHANGE OF NAME

I, Abhimanyu Gautam s/o Sh. Prem Nath Sharma, r/o Triveni Building, Khalini, Tehsil and District Shimla (H.P.) declare that in share certificate bearing folio No. 00051543 my name is entered as Abhimanyu Sharma and other documents my name is entered as Abhimanyu Gautam. That Abhimanyu Sharma and Abhimanyu Gautam is the name of one and same person. All concerned note.

ABHIMANYU GAUTAM
s/o Sh. Prem Nath Sharma,
r/o Triveni Building, Khalini,
Tehsil and District Shimla (H.P.).

CHANGE OF NAME

I, Ushma w/o Sh. Ramesh Kumar, r/o Village bhadho, P.O. Behli, Tehsil Nihri, District Mandi (H.P.) declare that I have changed my name from Sushma (Previous Name) to Ushma (New Name). All concerned please may note.

USHMA
w/o Sh. Ramesh Kumar,
r/o Village bhadho, P.O. Behli,
Tehsil Nihri, District Mandi (H.P.).

CHANGE OF NAME

I, Morto Devi w/o Sh. Hirda Ram, r/o Village Nagheta, Tehsil Paonta Sahib, District Sirmaur (H.P.) declare that my correct name is Morto Devi in my Himachali Certificate and other records. But in the Aadhar Card my name is wrongly written as Asha Devi, which I want to correct and make it Morto Devi. Note it.

MORTO DEVI
w/o Sh. Hirda Ram,
r/o Village Nagheta,
Tehsil Paonta Sahib, District Sirmaur (H.P.).

CHANGE OF NAME

I, Aryansh s/o Sh. Ajay Kumar, r/o VPO Rajiana 53 Miles, Tehsil Nagrota Bagwan, District Kangra (H.P.) declare that in my school record my mother's name Ramana Devi is wrongly mentioned, the correct name is Ramna Devi. All concerned note it.

ARYANSH
s/o Sh. Ajay Kumar,
r/o VPO Rajiana 53 Miles,
Tehsil Nagrota Bagwan, District Kangra (H.P.).

CHANGE OF NAME

I, Joginder Singh s/o Sh. Puriya Ram, r/o Village Kishore, P.O. Kuthar, Tehsil Theog, District Shimla (H.P.) Pin-171226, declare that I have changed my minor daughter's name from Zridhima (Old Name) to Ridhima (New Name). All concerned please may note.

JOGINDER SINGH
s/o Sh. Puriya Ram,
r/o Village Kishore, P.O. Kuthar,
Tehsil Theog, District Shimla (H.P.).

CHANGE OF NAME

I, Urgen Yangyab Lama (42 years) s/o Sh. Gurmey Lama, r/o Village Siyal, P.O. Manali, Tehsil Manali, District Kullu (H.P.) declare that my name is wrongly entered as Urgen in the Aadhar Card No. 3511 7813 9804. That the correct name is Urgen Yangyab Lama. All concerned note it.

URGEN YANGYAB LAMA
s/o Sh. Gurmey Lama,
r/o Village Siyal, P.O. Manali,
Tehsil Manali, District Kullu (H.P.).

CHANGE OF NAME

I, Namgyal Doma Lama (38 years) w/o Sh. Urgen Yangyab Lama, r/o Village Siyal, P.O. Manali, Tehsil Manali, District Kullu (H.P.) declare that my name is wrongly entered as Namgyal in the Aadhar Card No. 8580 5208 0586. That the correct name is Namgyal Doma Lama. All concerned note it.

NAMGYAL DOMA LAMA
w/o Sh. Urgen Yangyab Lama,
r/o Village Siyal, P.O. Manali,
Tehsil Manali, District Kullu (H.P.).

CHANGE OF NAME

I, Parkash Chand (48) s/o Sh. Aklu Ram, r/o Village & P.O. Pargod, Sub-Tehsil Harchakkian, District Kangra (H.P.) declare that my son's name is mentioned as Shuvam Kumar in the Aadhar Card, which is wrong. Therefore, his name in the Aadhar Card should be changed to Shubham. Note the related.

PARKASH CHAND
s/o Sh. Aklu Ram,
r/o Village & P.O. Pargod,
Sub-Tehsil Harchakkian, District Kangra (H.P.).

CHANGE OF NAME

I, Nisha Devi w/o Sh. Hari Ram, r/o Village Chakhar-Bughar P.O. Aslu, Tehsil Arki, District Solan (H.P.) have changed my name from Nisha Devi to Narvada Devi.

NISHA DEVI
w/o Sh. Hari Ram,
r/o Village Chakhar-Bughar P.O. Aslu,
Tehsil Arki, District Solan (H.P.).

