



புதுச்சேரி மாநில அரசிதழ்

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அதிகாரம் பெற்ற வெளியீடு

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GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 190/AIL/Lab./T/2022,
Puducherry, dated 28th December 2022)

NOTIFICATION

Whereas, an Award in I.D. (L) No. 25/2017, dated 28-11-2022 of the Industrial Tribunal-cum-Labour Court, Puducherry, in respect of Dispute between the Management of M/s. PASIC, Limited, Puducherry and PASIC Workers Union over reinstatement Thiru P. Annadassane and Thiru D. Tillegovindane with back wages.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the notification issued in Labour Department's G.O. Ms. No. 20/9/Lab./L, dated 23-05-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

P. RAGINI,

Under Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT AT PUDUCHERRY**

Present : Tmt. V. Sofana Devi, M.L.
Presiding Officer.

Monday, the 28th day of November, 2022.

I.D. (L) No. 25/2017
C.N.R. No. PYPY06-000102-2017

The President,
PASIC Workers Union,
No. 7-8, Moovendar Street,
Mullai Nagar, Orleanpet,
Puducherry. . . Petitioner

Vs.

The Managing Director,
M/s. Puducherry Agro Service and
Industries Corporation Limited (PASIC),
Agro House, Thattanchavady,
Puducherry. . . Respondent

This Industrial Dispute coming on 09-11-2022 before me for final hearing in the presence of Thiru P. Sankaran, Counsel for the Petitioner, Thiruvalargal B. Mohandoss, P. Manivannan, Indrajith, K. Velmurugan,

K. Sundarajan, P. Kalirathinam, S. Vijayasanthi, T. Vijayashanthi and K. Manopriya, Counsels for the Respondent and after hearing the both sides and perusing the case records, this Court delivered the following:

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry, *vide* G.O. Rt. No. 63/AIL/Lab./T/2017 dated 27-04-2017 of the Labour Department, Puducherry to resolve the following dispute between the Petitioner and the Respondent, *viz.*,

(a) Whether the dispute raised by the PASIC Workers Union against the Management of M/s. Puducherry Agro Service and Industries Corporation Limited (PASIC), Puducherry over reinstatement of Thiruvalargal P. Annadassane and D. Tillegovindane with back wages is justified or not? If justified, what relief the Petitioner is entitled to?

(b) To compute the relief, if any, awarded in terms of money, if it can be so computed?

2. *Brief facts of the case of the Petitioner averred in the claim petition:*

Thiru P. Annadassane and D. Tille Govindane are the President and Secretary of the Petitioner Union called PASIC Workers Union. D. Tille Govindane joined in service on 01-01-2003 and P. Annadassane on 11-10-2004 respectively under the Respondent as workman. Both of them were issued with Identity Cards and Employee's data sheets were secured from them in the year 2012. EPF deductions were made from their salary from the year 2005 as per the practice followed by the Respondent. Mr. P. Annadassane was in service till 16-07-2014 and D. Tille Govindane till 19-07-2014 respectively without any remark to the satisfaction of their superiors whatsoever till they were refused employment orally by the Respondent.

(ii) All of a sudden both were refused employment and disengaged from 16-07-2014 and 19-07-2014 respectively without any reason except that they formed an Union and extended moral support to the fraternal Unions functioning in PASIC which clearly amounts to victimization and unfair labour practice for which the PASIC Workers Union objected and sent a letter dated 11-08-2014 to the Respondent and pleaded for restoration of both the workmen with back wages and continuity of service *etc.*, followed by the Government Employees Associations letter, dated 23-09-2014 in which the PASIC Workers Union is affiliated.

(iii) When the Union Office bearers and the Confederation Office bearers met the Respondent, he said that the disengagement was done as per the orders of the Chairman. But the Chairman refused to meet them informing that the Respondent only would decide the matter. That when the same leaders met the Secretary to Government he assured that the matter would be decided in the governing body and they would be reinstated with the approval of the governing body. But finally, the Respondent replied to the workman D. Tille Govindane through letter dated 05-08-2015 that the question of reinstatement does not arise and so on when there are about 250 workmen recruited along with them and continued in service. Both P. Annadassane and D. Tille Govindane were working for more than 10 years without any remark and so the Respondent cannot say that both of them are not workmen or disengage them calling by some designation or the other which is against law and justice and also the Industrial Disputes Act, 1947. The Respondent's disengagement and refusal of employment to the workmen is clearly biased, arbitrary, discriminatory and illegal even without giving an opportunity of enquiry, terminal benefits etc., after completion of 10 years of service which is against law and natural justice.

(iv) The Respondent also admits the averments of the Petitioner Union's averments regarding the recruitment of service of both P. Annadassane and D. Tille Govindane in the counter filed before Labour Officer (Conciliation) but gives many meaningless and untenable averments regarding the status and nature of their job etc., which are not genuine, reasonable and lawful for a public sector undertaking like PASIC which is not any man's personal property.

(v) Once they were appointed they are governed by law and entitled for benefits under the Industrial laws and the Respondent is also bound by such laws. They worked for more than 10 years continuous service in public sector undertaking like PASIC and the Respondent is restrained from disengaging them especially, when more than 200 similar workmen are allowed to continue in service saying that the question of reinstatement does not arise.

(vi) In PASIC Staff Service Rules, 1988 as there is no educational and other qualifications prescribed for any post under chapter III rule 7 classifications of posts where there are grades from A, B, C and D with only some difference in the quantum of salary between them. There are no classifications like daily wages, voucher-paid or casual labourers with rules of recruitment, wages or allowance, leave rules, etc., the workmen P. Annadassane and D. Thille Govindane cannot be disengaged.

(vii) If at all the Respondent is genuine and appointed the said two workmen as per the Service Rules 1988, under rule 7 classification of posts he should have issued appointment order at least under category D with a scale of the maximum of which is less than ₹ 1,150 per month to both of them with effect from their respective dates of appointment and they cannot be made the scapegoats for the commissions and omissions of the Respondent.

(viii) As per the Industrial Employment (Standing Orders) Act, 1946 the said workmen P. Annadassane and D. Tille Govindane could not have been appointed as casual labour since definition of casual labour under the Act is not applicable to them as they were working throughout the year without any break continuously and also for more than 10 years which confer them status of permanency of employment. That as per the Industrial Disputes Act, 1947 also since they have completed more than 240 days of continuous service they are entitled to be treated as permanent for all purposes.

(ix) The Petitioner Union made several representations to various Authorities and since there was no solution or remedy raised an Industrial disputes before the Labour Officer (Conciliation), vide letter dated 11-02-2016 for which the Respondent filed a reply dated 09-06-2016 and Petitioner Union filed a rejoined to it on 04-07-2016 for which the Respondent filed reply dated 22-08-2016 and 12-09-2016 and since there was no amicable settlement the Labour Officer (Conciliation), Puducherry made failure recommending for adjudication by this Court by report dated 17-02-2017. Both the Petitioners have worked for more than 10 years without any remark to the satisfaction of their superiors and there is no opportunity for alternative employment and source of income for their livelihood and their dependent parents, wife and children would be put to many hardships and handicaps and their future is dark and gloomy. Hence the Petition.

3. *The brief averments of the counter filed by the Respondent as follows:*

Mr. D. Tille Govindane and Mr. P. Annadassane joined the service of the Respondent as workmen on 01-01-2003 and 11-10-2004 respectively. But, the Petitioner Union has conveniently omitted to state that they were initially engaged as voucher paid workmen from the above stated days and they were made daily rated labour with effect from 17-11-2005 and 01-10-2005 respectively. It is also admitted fact that deduction towards EPF have been effected from the year 2005 onwards till they were disengaged with effect from 19-07-2014 and 16-07-2014 respectively.

(ii) The Thiruvallargal P. Annadassane and D. Tille Govindane were only daily rated casual employees and they were engaged on day-to-day basis depending upon exigencies of work prevailing in the organization. Their employment was need based one without any assurance for continuance of employment. The above casual labour were not recruited in a formal manner in accordance with rules and regulations relating to appointment. Such persons employed not have right to hold the post in PASIC. The conditions of service cannot be equated to regular employees as well as permanent employees appointed in accordance with Recruitment Rules. Under such circumstances, they cannot have any grievance for their disengagement. Moreover, their disengagement was without any motive or malafide intention as alleged by the Petitioner Union.

(iii) As pointed out in the letter, dated 05-08-2015 addressed to Thiru Tille Govindane, the question of reinstatement does not arise since he was engaged only to do casual work on account of exigencies of work and as per PASIC Staff Service Rules 1988 "Employee" meant a person who is in the whole time employment of the Corporation but does not include persons employed on daily wages. The same status only can be accorded to Thiru Annadassane and so he cannot claim reinstatement. The dispute has been raised by PASIC Workers Union, RTU/1709/2012 on behalf of Annadassane and Tille Govindane, stating that they are the President and Secretary of the said Trade Union. As such it becomes necessary to find out whether such Union is on the live registers of the Registrar of Trade Unions, Puducherry and whether that Union has got *locus standi* to raise dispute on behalf of Thiruvallargal P. Annadassane and D. Tille Govindane. As such the issue relating to *locus standi* of the Petitioner Union to raise the dispute be decided in the first instance before giving a finding on other issues involved in the claim petition.

(iv) The daily rated casual employees cannot claim treatment on par with regular employees. Continuous engagement of daily-rated casuals for years together cannot confer on them right to regularization so as to make them included in their cadre strength. They do not have right to hold the post and hence cannot claim protection when their services are disengaged by their employer. The above rule is applicable to all the employees, irrespective of the fact whether they are engaged in Trade Union work or not.

(v) The Petitioner Union has quoted several statutory provisions out of context and without understanding their legal significance. For example the

Petitioner Union has stated that workmen P. Annadassane and D. Tille Govindane are entitled to be treated as permanent as they have completed more than 240 days of continuous service. The petitioner is not justified in reading between the lines to suit its convenience by wrong interpretation of law. Hence, prayed for dismissal of the claim petition.

4. Rejoinder petition Filed by the Petitioner against the Counter Statement:

The burden of proof lies on the Respondent to define the meaning of refusal of employment or non-employment or disengagement from service or abandonment of service or removal of name of the Petitioner from attendance register for unauthorized absence, *etc.*, if no termination of service as mentioned in para 3 of the counter statement filed by the Respondent Management.

(ii) The Petitioner was only daily rated casual employee and he was engaged on day-to-day basis depending upon exigencies of work whereas he contradict the same in which he admits the continuous engagement of the Petitioner as daily rated casual for years together which is illegal and cannot come under the definition of casual labour. If the disengagement was without any motive or malafide, then whatever reason for disengagement of the President and Secretary of the Petitioner Union when all other about 250 workmen were continuously engaged who were recruited along with them which remains a million dollar question till date.

(iii) When the Respondent utterly failed to issue any letter till 05-08-2015 after disengagement with effect from 16-07-2014 and 19-07-2014 for nearly one year and it was issued only after they made grievance petition to the Central Home Ministry as mentioned in the reference which exposes the fact that the Respondent was least bothered about the law and practice to be followed by an Authority in Public Sector undertaking in dealing with the life and death problems of employers. Hence the Prayer.

5. Point for determination:

Whether the claim Petitioners Thiruvallargal P. Annadassane and D. Tille Govindane are entitled for an order of reinstatement with back wages and other reliefs as claimed in the claim petition?

5A. On Point:

Thiru. Annadassane himself examined as PW1 and Ex.P1 to Ex.P15 were marked. On Respondent side, Thiru. Sivashanmugam, the Managing Director of the Respondent Management was examined as RW1 and Ex.R1 marked.

6. *On the point:*

This Industrial Dispute has been referred by the Government of Puducherry over reinstatement of Thiruvallargal Tille Govindhane and Annadassane with back wages. The admitted facts are both were initially engaged as voucher paid employees with effect from 01-01-2003 and 11-10-2004 respectively under the Respondent Management. It is also an admitted fact that deduction toward EPF have been deducted and effected from the year 2005 till they were disengaged. From the exhibits it could be seen that, the Respondent Management also issued Identity Cards (Ex.P1 & P2) to the claim Petitioners Thiruvallargal Tille Govindhane and Annadassane. The Respondent Management had also issued employer data sheet for Mr. Tille Govindhane (Ex.P1) on 15-03-2012 and for Mr. Annadassane (Ex.P2) on 16-03-2012. It is also an admitted position between the parties to this dispute that both Thiruvallargal Tille Govindhane and Annadassane were orally informed about their disengagement.

7. The point of dispute arises is that according to the Petitioner Union all of a sudden without prior notice and reasons, the Respondent Management refused employment to Thiruvallargal Tille Govindhane and Annadassane orally which amounts to clear case of victimization.

8. Whereas, on the side of the Respondent Management, it is contended that Thiruvallargal Tille Govindhane and Annadassane were only daily rated casual labours and they were engaged on day to day basis depending upon exigencies of work prevailing in the Organization. Their employment was need based one without any assurance for continuance of employment. They are casual labourers and not recruited in a formal manner in accordance to Rules and Regulations relating to appointments. The learned counsel appearing for the Respondent Management would also refer the cross examination of PW1 and submitted that while deposing before this Court he has admitted the same.

9. The relevant portion is produced hereunder for better appreciation நானும் தில்லைகோவிந்தனும் 11-10-2004 தேதியில் ஆரம்ப நிலையில் Voucher paid workmen என்ற நிலையில் பணியில் அமர்த்தப்பட்டோம் என்றால் சரிதான். பின்நாளில் தினக்கூலி ஊழியர்களாக 01-10-2005 மற்றும் 17-11-2005 முதல் பணிக்கு அமர்த்தப்பட்டோம். 2005-ம் ஆண்டு முதல் PF பிடித்தம் செய்யப்பட்டது என்றால் சரிதான். அவ்வாறே 16-07-2014 முதலும் 19-07-2014 முதலும் எனக்கும் திரு. தில்லைகோவிந்தனுக்கும் எதிர்மனுதாரர் நிர்வாகத்தால், பணி மறுப்பு செய்யப்பட்டது என்றாலும் சரிதான். தினக்கூலி

ஊழியர்கள் அன்றாடம் தேவைக்கேற்ப, அவ்வப்போது நியமிக்கப்படுவார்கள் என்றால் சரிதான். நிர்வாகத்தின் தேவைக்கேற்ப நியமிக்கப்பட்டதால், தினசரி பணி வழங்கப்படும் என்ற உறுதியில்லாமல் நியமிக்கப்பட்டோம் என்றால் சரியல்ல. நாங்கள் தேவைக்கேற்ப தினசரி ஊழியர்களாக நியமிக்கப்பட்ட நிலையில் Staff Service Rule 1988-ன்படி நியமிக்கப்படவில்லை என்று சொன்னால் சரியல்ல. பணியில் சேர்ப்பதற்கு முன்பாக நேர்காணல் நடத்தப்பட்டது என்று சொன்னால் சரியல்ல. முதலமைச்சரின் பரிந்துரையின்பேரில் நானும், தில்லைகோவிந்தன் என்பவர் அமைச்சர் திரு. நமச்சிவாயம் அவர்களின் பரிந்துரையின்பேரில் நியமிக்கப்பட்டோம். Staff Service Rule-ன்படி நாங்கள் நியமிக்கப்படவில்லை என்றாலும் அதனால் பணியில் நீடிப்பதற்கான உரிமை கோரும் அருகதையில்லை என்று சொன்னால் சரியல்ல. வேலை வாய்ப்பு அலுவலகம் மூலமாகவும் நாங்கள் பணி நியமனம் செய்யப்படவில்லை என்றால் சரிதான்.

10. Further PW1 deposed that, என்னையும் தில்லைகோவிந்தனையும் 16-07-2014 மற்றும் 19-07-2014 தேதிகளில் பணி மறுப்பு செய்தார்கள் என்று சொன்னால் சரிதான். அந்த பணி மறுப்புக்கு எதிராக நாங்கள் எந்த உரிமையும் கோர தகுதியில்லை என்று சொன்னால் சரியல்ல. நிர்வாக அதிகாரிகளுக்கும் எங்களுக்கும் இடையே எந்தவித கருத்து வேறுபாடும், விரோதமும் இல்லை. 2012-ம் ஆண்டு PASIC Workmens Union என்ற பெயரில் தொழிற்சங்கம் தொடங்கினோம். அதில் நான் தலைவராகவும், தில்லைகோவிந்தன் செயலாளராகவும் இருந்தோம். தொழிற்சங்கம் ஆரம்பிக்கப்பட்ட நான் முதல் எங்களுக்கு 2014-ம் ஆண்டு பணி மறுப்பு செய்த நாட்கள் வரை நிர்வாகத்திற்கு எங்கள் மீது எந்த குற்றச்சாட்டும் கிடையாது. அதனால் நிர்வாகம் எங்களை பழி வாங்கும் அவசியமில்லை என்று சொன்னால் சரியல்ல.

11. PW1 further deposed before this court as, எங்கள் நிர்வாகத்தின் நியமன விதிகளின் கீழ் தொழிலாளர் என்ற வரையரை முழு நேர பணியாளருக்கு மட்டும்தான் பொருந்தும், தினக்கூலி ஊழியர்களுக்கு பொருந்தாது என்றால் சரிதான். எங்களால் ஆரம்பிக்கப்பட்ட PASIC தொழிற்சங்கம் இன்றுநாள் வரைக்கும் இயங்கிக்கொண்டிருக்கிறது. தொழிற்சங்க பதிவாளர், எங்கள் தொழிற்சங்கத்திற்கு அங்கீகாரம் வழங்கியுள்ளார். எங்களது தனிப்பட்ட பணி மறுப்பு சம்பந்தமாக, தாவா தொடங்குவதற்கு எங்கள் தொழிற்சங்கத்தின் சார்பாக தீர்மானம் நிறைவேற்றப்பட்டது. நிறைவேற்றப்பட்ட தீர்மானம், என்று நிறைவேற்றப்பட்டது என்று நினைவில்லை என்றால் சரிதான். எங்கள் இருவரின் தனிப்பட்ட பிரச்சனை சம்பந்தமாக வழக்கு தொடங்குவதற்கு தீர்மானம் நிறைவேற்றப்படாத நிலையில், தொழிற்சங்கத்திற்கு வழக்கு தொடங்குவதற்கு அருகதையில்லை என்றால் சரியல்ல.

12. Further, it is a case of the Respondent Management that as per PASIC Staffs Service Rules, 1988 an employee means a person who is in the whole time employment of the Corporation but does not

include persons employed on daily wages. The same status only can be accorded to both Thiruvallur Tille Govindhane and Annadassane and so they cannot claim reinstatement. Further, the learned counsel for the Respondent Management stressed upon that continuous engagement of daily rated casuals for years together cannot confer on them a right to regularization so as to make them included in their cadre strength. They don't have right to hold the post and hence cannot claim protection when their services are disengaged by their employer.

13. Therefore, the learned counsel for the Respondent Management has concluded his arguments that persons like casual labourers who were not recruited in accordance with Rules and Regulations don't have any right to hold the posts in PASIC. The conditions of service cannot be equated to regular employees as well as Permanent employees appointed in accordance with the Recruitment Rules. The learned counsel for the Respondent Management referred and relied upon the following case-laws during arguments: (i) (2016) 1 SCC (L & S) 186 Vice-Chancellor, Lucknow University vs. Akhilesh Kumar; (ii) (2019) 2 SCC(L &S) 37; (iii) (2019) 2 SCC (L &S) 98 and (iv) (2011) 1 SCC (L&S) 659.

14. Heard both. Perused the records.

15. On Petitioner Union side Ex.P1 to P15 were exhibited to substantiate their case. Ex.P1 and P2 are Employees Date sheet issued to both Thiruvallur Tille Govindhane and Annadassane. On perusal, it can be seen that Tille Govindhane's initial date of engagement is 01-03-2003 as voucher paid employee till 17-11-2005. Thereafter, he was engaged as daily rated labourer from 17-11-2005 till his date of disengagement. In Ex.P1 his Identity Card copy issued by the Respondent Management also found place. From his Identity Card it can be seen that he was engaged as DRL that is Daily Rated Labourer. Along with the Identity Card, his Employees Provident Fund Scheme receipt also enclosed showing that EPF has been paid for him for the Financial Year 2006-2007 and 2005-2006.

16. On perusal of Ex.P2, it can be seen that Mr. Annadassane's initial date of engagement is 11-10-2004 as contract employee till 30-09-2005. Thereafter, he was engaged as daily rated labourer from 01-10-2005 till his date of disengagement. In Ex.P2 his Identity Card copy issued by the Respondent Management also found place. From his

Identity Card it can be seen that he was engaged as DRL that is Daily Rated Labourer. Along with the Identity Card, his Employees Provident Fund Scheme receipt also enclosed showing that EPF has been paid for him for the Financial Year 2008-2009. Therefore, from their own exhibits namely Ex.P1 and P2 admittedly without any doubt they both were engaged by the Respondent Management from their initial induction till their disengagement as voucher paid employees, contract and as daily rated labourers. It is also not disputed on either side.

17. Ex.P3 is the representation of the Petitioner Union to Chairman/Managing Director of the Respondent Management (PASIC) requesting for reengagement of Thiruvallur Tille Govindhane and Annadassane into the service of Respondent Management, Ex.P6, Ex.P8 are the representations given by the Petitioner Union before the Labour Officer (Conciliation), Government of Puducherry. Ex.P4 and Ex.P9 are the representations given by the Petitioner Union to the Secretary (Agriculture), Government of Puducherry. All these representations given by the Petitioner Union for the same claim which was made and referred before this Court. In all these representations that is Ex.P3, Ex.P4, Ex.P6, P8 and P9, Petitioner Union has raised the same plea that Respondent Management was abruptly disengaged Thiruvallur Tille Govindhane and Annadassane who were casual labourers without any valid reasons and requested to restore them in the job. In addition, the Petitioner Union has produced Ex.P14 and Ex.P15 regarding unpaid wages for 18 months for the period from 2011 to 2014 to be paid to Thiruvallur Tille Govindhan and Annadassane respectively by the Respondent Management. From the calculation made by the Petitioner Union *vide* Ex.P14 and P15, the arrears of wage for the said 18 months is ₹ 1,36,272.00 for each Thiruvallur Tille Govindhan and Annadassane. This fact of wage arrears in Ex.P14 and P15 has not been disputed by the Respondent Management anywhere in this case.

18. During arguments the learned counsel appearing for the Petitioner Union submitted that having deducted the EPF, they have to be considered as full time workmen, illegal denial of employment is violative of provisions of Industrial Disputes Act. The above said argument seems to be incorrect for the reason that EPF is a Social Security benefit such Provident Fund must be provided to all employees/workers who are engaged on contract/casual/daily wages basis

since there is no distinction between a person employed on permanent, temporary, contractual or casual basis under section 2(f) of the EPF Act. Therefore, having EPF account and deductions effected thereon, they should be considered as Permanent Employee is not an acceptable argument. Thus rejected.

19. The Hon'ble Supreme Court of India in *RBI vs. S. Mani* reported in (2005) 5 SCC 100 held that in law 240 days of continuous service by itself does not give right to claim permanence. Further, it has been held by the Hon'ble Supreme Court of India in *Himanshu Kumar Vidyarthi vs. State of Bihar* reported in 1997 IV ADSC 196 that admittedly they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under Industrial Disputes Act. The concept of 'retrenchment' therefore, cannot be stretched to such an extent as to cover these employees. Although by way of definition of workman under section 2(s) of Industrial Disputes Act 'daily wage' worker also falls within the definition of workman it cannot be said that daily wages have all the rights and duties which are available to the regular employee of the Respondent Management.

20. The same view has been taken by the Hon'ble Supreme Court in *State of Haryana vs. Jasmer Singh* reported in (2015) 4 SCC 458 that persons who were employed on daily wages cannot be treated as on a par with persons in regular service holding similar posts. Daily rated workers are not required to possess the qualification prescribed for regular workers, nor do they have to fulfill the requirement relating to age at the time of recruitment. They are not selected in the manner in which the regular employees are selected. In other words the requirement for selection are not as rigorous. There are also provisions relating to regular service such as the liability of a member of the service to be transferred, and this being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purpose for their wages. Nor can they claim the minimum of regular pay scale of the regularly employed.

21. Undisputedly, in the present case both the claim Petitioners Thiruvallargal Tille Govindhane and Annadassane were daily wage labourers. Hence, they

have no right to the posts because the appointment of daily wages are made by not complying or observing the procedural formalities in consonance to any rules, regulations or by observing the procedures prescribed for the recruitment. Engagement of the daily wagger commences and ends every day. There is a contractual deployment for every day. It is up to the Employer/Respondent Management to allow to continue the employment or disengage the daily wagger at any time in absence of work.

22. In view of the decision in *Magarasem vs. State of UP and others* reported in 2002 (2) AWC 1712 the daily wagers engaged without any written appointment order could be terminated without any written Order. Therefore, daily and casual workers who are engaged in disregard of all rules cannot be allowed to continue when there is no work and their engagement is not required. Daily wagers are deployed on temporary assignment only and not on sanctioned posts and even if completion of 240 days work by daily wagger cannot attribute status of casual workman under Industrial Disputes Act and as such it does not create right to claim for reengagement as claimed in the petition.

23. The Hon'ble Supreme Court of India upheld in various cases that compelling the Management employer to observe or to engage continuously the persons who were engaged by the Respondent Management as casual workers/daily rated labours for a long period on the ground that such a practice is violative of Article 14 of the Indian Constitution would itself offend another aspect of Article 14 that is by choosing initially such persons without any rational procedure recognized by the Rules and Regulations or by law but to continue them in engagement of services without any need or exigencies would definitely deprive eligible candidates who were similarly situated to compete for such employment.

24. In view of the above ratios held by the Hon'ble Supreme Court of India in various occasions it could be seen that it is again and again reiterated that daily wagger cannot have a right to hold the claim for reengagement. Hence, this Court is of the considered view that the claim for seeking an order directing reinstatement of service as daily rated employees, with continuity of service and back wages cannot be sustained.

25. In the result, the Reference is decided as Unjustified and the Industrial Dispute is dismissed. No Costs.

Dictated to the Stenographer, directly typed by him, corrected and pronounced by me in open court on this the 28th day of November, 2022.

V. SOFANA DEVI,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of petitioner's witness:

PW1 — 06-02-2019 Annadasane

List of petitioner's exhibits:

- Ex.P1 — 05-03-2012 Photocopy of the Employee Data Sheet, Employee Identity Card and EPF Slip of the Tillegovindane.
- Ex.P2 — 06-03-2012 Photocopy of the Employee Data Sheet, Employee Identity Card and EPF Slip of the Annadassane.
- Ex.P3 — 11-08-2014 Photocopy of the letter given by the Petitioner Union to the Respondent Management.
- Ex.P4 — 23-09-2014 Photocopy of the letter given by the Confederation of Puducherry Government Employees' Association to the Respondent Management.
- Ex.P5 — 05-08-2015 Photocopy of the letter given by the Respondent Management to the Petitioner Tillegovindane.
- Ex.P6 — 11-02-2016 Photocopy of the representation submitted by the Petitioner Union before the Labour Officer (Conciliation), Puducherry.
- Ex.P7 — 09-06-2016 Photocopy of the reply letter given by the Respondent to the Labour Officer (Conciliation), Puducherry.
- Ex.P8 — 04-07-2016 Photocopy of the Rejoinder given by the Petitioner Union to the Labour Officer (Conciliation), Puducherry.

Ex.P9 — 18-07-2016 Photocopy of the letter petition by the Confederation of Puducherry Government Employees' Association to the Secretary to Government (Agriculture), Puducherry.

Ex.P10 — 22-08-2016 Photocopy of the reply (to the Rejoinder) of the Respondent Management to the Labour Officer (Conciliation), Puducherry.

Ex.P11 — 12-09-2016 Photocopy of the letter given by the Respondent Management to the Labour Officer (Conciliation), Puducherry stating the non-appearance in the Conciliation Proceedings.

Ex.P12 — 17-02-2017 Photocopy of the Failure Report given by the Labour Officer (Conciliation), Puducherry.

Ex.P13 — 27-04-2017 Photocopy of the Notification of the Labour Department, Puducherry.

Ex.P14 — July 2011 to March 2014 Photocopy of the Pending Salary Arrear detail of Annadassane.

Ex.P15 — July 2011 to March 2014 Photocopy of the Pending Salary Arrear detail of Tille Govindane.

List of respondent's witness:

RW10 — 05-07-2022 K. Sivashanmugam, Managing Director, PASIC, Puducherry.

List of respondents's exhibits:

EX.R1 — — Photocopy of the PASIC (Staff Service) Rules, 1988.

V. SOFANA DEVI,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.