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புதுச்சேரி மாநில அரசிதழ்

La Gazette de L'État de Poudouchéry The Gazette of Puducherry

அதிகாரம் பெற்ற வெளியீடு

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No.	31 Poudouchéry	Mardi	4	August	2026 (13 Sravana 1948)
No.	Puducherry	Tuesday	4th	August	2026

பொருளடக்கம்

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CATALOGUE CONSOLIDATION STATEMENT				
Sl.No.	Details of Articles	No of Articles	Total Pledge Amount Rs. P.	Approximate Value Rs. P.
1	Gold Jewels	36	1021350	3092109
2	PLATINAM	0	0	0
	TOTAL	36	1021350	3092109

GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT

(G.O. Rt. No. 57/AIL/Lab./S/2026,
Puducherry, dated 04th July 2026)

NOTIFICATION

Whereas, an Award in I.D (L) No. 41/2018, dated 31-03-2026 of the Labour Court, Puducherry, in respect of a dispute between M/s. Larsen and Toubro Private Limited, Puducherry and Thiru S. Purushothaman, over reinstatement with back wages has been received;

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)

S. SANDIRAKUMARAN,
Under Secretary to Government (Labour).

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

Present : Tmt. G.T. AMBIKA, M.L., PGDCLCF.,
Presiding Officer.

Tuesday, the 31st day of March 2026.

I.D. (L). No. 41/2018
CNR. No. PYPY06-000084-2018

Thiru S. Purushothaman,
No. 5/52, Dr. Ambedkar Nagar,
Vanur Post and Taluk,
Villupuram District-605 109. . . Petitioner

Vs.

The Managing Director,
M/s. Larsen and Toubro Private Limited,
Sedarapet,
Puducherry-605 111. . . Respondent

This Industrial Dispute coming before me for hearing in the presence of Thiruvallargal K. Velmurugan and P. Preethi, Counsel for the Petitioner and Thiruvallargal M. Vaikunth, S. Kamalini and Vignesh Raj, Counsel for the Respondent upon hearing both sides and perusing the case records, after having stood over for consideration till this day, this Court passed the following:

AWARD

This Industrial Dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 142/AIL/Lab./T/2018, dated 11-10-2018 of the Labour Department, Puducherry, to resolve the following dispute between the petitioner and the respondent, *viz.*,-

(a) Whether the dispute raised by the petitioner Thiru S. Purushothaman, Villupuram District against the management of M/s. Larsen and Toubro Private Limited, Sedarapet, Puducherry is justifiable 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. *The averments set forth in the Claim Statement filed by the petitioner is as follows:*

The petitioner had joined the respondent company on 22-02-2002 as Office Assistant and he was in charge of L&T Form work (Timber shop) section and the respondent management had not been issued any appointment order towards his employment. The petitioner had worked in the respondent company continuously without break for nearly twelve years and was very sincere and worked hard for the development of the company. That on 24-11-2014, the petitioner went for duty as usual, but the Deputy Manager of the respondent company orally told the petitioner that not to come for duty without assigning any reasons. The petitioner again went to the work on next day, *i.e.*, 25-11-2014 and the Deputy Manager again stated that the service of the petitioner was no more needed by the respondent company and also threatened the petitioner that the management would inform the Police in case if, he approach the respondent company for employment

in future. On 29-08-2017, petitioner sent a registered letter to the Deputy General Manager of the respondent company which was returned as "refused". The petitioner approached the Conciliation Authority over non-employment. The Labour Officer (Conciliation) sent a notice of enquiry/conciliation to both the petitioner and the respondent company and conducted inquiries on various dates and no amicable settlement was arrived, hence, the dispute was referred for adjudication before this Court. That in the failure report of Conciliation, the Conciliation Authority clearly stated that no reply statement was filed by the respondent management till the close of the conciliation proceedings.

(ii) The non-employment of the petitioner amounts to retrenchment within the meaning of Section 2(oo) of the Industrial Disputes Act, 1947 without following any rule of law and principles of natural justice. The non-employment of the petitioner is arbitrary and unjustifiable since the Larsen and Toubro Form Work (Timber shop) section in which the petitioner was working is not wound up and the petitioner was not given any prior notice or any compensation after removal of service of the petitioner on 24-11-2014. The petitioner was paid ₹ 51 per day initially and ₹ 290 per day towards the end of his service, it shows that the petitioner worked hard for the development of the respondent company without any blemish and worked up to the full satisfaction of the management. The respondent company extracted hard work from the petitioner for nearly twelve years and abruptly stopped the service of the petitioner which is nothing but an unfair labour practice. Therefore, the petitioner prays to issue an appointment order to the petitioner from the date of joining, *i.e.*, 22-02-2002 and to reinstate the petitioner for his livelihood in the respondent company with back wages, continuity of service and all other attendant benefits. Hence the petition.

3. The averments set forth in the Counter Statement filed by the respondent is as follows:

That the petitioner has suppressed lot of material fact in the industrial dispute. The respondent vehemently denies the entire averments contained in industrial dispute. The allegations made by the petitioner are wholly misconceived, baseless and not maintainable since he was only a Contract Worker and there is no employer and employee relationship between the petitioner and the respondent management. The respondent company, Larsen and Toubro Limited is a Multi National Company, it engages the several contractors for the purpose of carrying out various miscellaneous jobs in the company premises and in turn the contractors were engaging their direct workmen for the purpose of

meet out their contractual obligations at the premises of the company. Under the provisions of Contract Labour Act, 1970, the Licencing Authority, Puducherry has duly issued licence in favour of several contractors, Mr. S. Iyyanar is one of the licenced contractor. That the petitioner was employed in the respondent company as 'Office Assistant' through the said Licenced Contractor and received salary through his contractor. The respondent company is not a principal employer of the petitioner. The master and servant relationship existed only between the Licenced Contractor Mr. S. Iyyanar and the petitioner. The petitioner has to implead his contractor as necessary party in this ID. He should ask for relief only against his principal employer. However, the responsibility of covering all contract employees, including the petitioner, under the provisions of various beneficial legislation such as EPF & MIS Act, 1952, ESI Act, 1947 lies with the respondent company. Since the respondent company is noble company in implementing social welfare legislation, the petitioner was covered under EPF and MIS Act, 1952 and ESI Act, it will not confer any right on the contract labours including the petitioner to claim permanent status on par with regular employees who were directly appointed by the respondent company after due selection.

(ii) That the petitioner is very reluctant in attending the duty and there was gross negligence on his part was not allowed to continue by his principle employer. The petitioner was employed in the respondent company through his respective contractor and received salary through his contractor and not engaged directly by the respondent company. Therefore, there was no employer and employee relationship existed between respondent company and petitioner. There is no question of victimization, unfair labour practice or discrimination as alleged by the petitioner in the ID. Hence it is prayed to dismiss the I.D.

4. Points for determination

1. Whether the petitioner is a workman or contract labour of the respondent?
2. Whether the relationship of employee and employer exist between the petitioner and respondent?
3. Whether the relationship of master and servant exist between the contractor Mr. S. Iyyanar and petitioner as contended by the respondent?
4. Whether the denial of employment to the petitioner by the respondent is arbitrary and illegal?
5. Whether the petitioner is gainfully employed elsewhere?

6. Whether the dispute raised by the petitioner over his non-employment is justified?

7. Whether the petitioner is entitled for the reliefs as claimed in the claim petition?

5. On the side of the petitioner P.W.1 was examined and Exs.P1 to P8 were marked and Ex. R1 series was marked by PW1 during cross-examination and on the side of respondent R.W.1 was examined and no exhibits marked.

6. *On Points No. 's 1 to 7*

The contention of the petitioner is that the petitioner had joined in the respondent company on 22-02-2002 as an Office Assistant but, he was not issued with any appointment order towards his employment by the respondent but however, the petitioner was working continuously for nearly twelve years without any breakage of service and to the full satisfaction of the management and while so, on 24-11-2014 when the petitioner went for his duty as usual the Deputy Manager of respondent company informed to the petitioner that he did not come for duty as the service of the petitioner is no more required by the respondent company and thereby denial of employment is illegal.

7. *The learned Counsel for petitioner has relied upon the following citations:*

1. CDJ 2005 SC 841

R.M. Yellatti Versus The Asst. Executive Engineer

Industrial Disputes Act, 1947- Sections 25-B and 25-F-Termination of Service of Daily Wager - Burden to Prove 240 days of Continuous Services lies on Claimant - It is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act - This Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination.

2. CDJ 2023 MHC 6865

The Superintending Engineer (Civil) Tamil Nadu Generation and Distribution Corporation Limited, Nilgiris and Another Versus V. Pushpalatha and Another.

However, it is evident from the impugned order that the Labour Court also went into the aspect of CONTRACT LABOUR (REGULATION AND

ABOLITION) ACT, 1970 (hereinafter referred to as "the Act") and emphasised that Section 12 of the Act mandates a proper licence for every contractor who engages contract Labour and also the provisions of section 29 of the Act which mandates maintenance of proper Records and Registers regarding the Contract Labour not only by the contractor but, also by the principal employer. In the instant case, the petitioner Corporation failed to adduce any evidence in this regard.

The Labour Court was right in concluding that such 'Contractors' set up by the petitioner Corporation was only to avoid statutory liability.

3. CDJ 2023 MHC 6317

The Chief Medical Superintendent, Railway Hospital, Golden Rock, Trichy and Another Versus L. Irudayaraj and Others.

Court held this Writ Petition is dismissed - Though the petitioners contended that there is no direct employer - employee relationship between the petitioners and 1st respondent, however, in the present case on hand, there is no material evidence to substantiate that workmen are being supervised by contractors, but contrarily it is petitioners who control workmen - In order to substantiate that workmen are directly being supervised by petitioners, 1st respondent produced muster rolls before 4th respondent which was marked as exhibits W9 to W.29 - Hence, the agreement entered into between the petitioners management and the contractor is sham and nominal.

4. CDJ 2023 MHC 6731

The Superintending Engineer, Kadamaparai Generation Circle, Coimbatore District Versus M. Murugan and Others.

Court held : that there existed relationship of master and servant, whereby, the Labour Court held on a finding of fact that contract system is a ruse. There was no document produced by the Board to show that there was a genuine contract system, more so, production of documents under the Act, 1970, if, there exists contract labour system.

8. *Per contra*, the contention of the respondent is that the respondent never appointed the petitioner in the respondent company and in fact the respondent company engages several contractors for the purpose of carrying out various miscellaneous job and in turn the contractors engages their direct workmen for fulfilling the contractual obligation and thereby

the petitioner is a contract labour engaged by one Mr. S. Iyyanar who is a licensed contractor of respondent company but nevertheless the respondent company was covering all the contract employees under the beneficial legislations such as EPF and MIS Act, 1952 and ESI Act, 1947 so as to evade the criminal prosecution in case of non-payment of abovesaid contributions by the licensed contractors and hence, the petitioner cannot seek any relief as against the respondent.

9. Thus, from the contentions of both parties, this Court finds that it is the specific contention of the respondent that the petitioner was working in the respondent company only as a contract labour and the petitioner has been hired by one Mr.S.Iyyanar who is the licensed contractor of the respondent company and thereby there is no relationship of employer and employee between petitioner and respondent and infact the relationship of master and servant exists only between the abovesaid contractor namely S.Iyyanar and the petitioner. In this case it is the contention of the petitioner that he had worked as an Office Assistant in the respondent company for the period from 22-02-2002 to 23-11-2014. The records reveals that though the respondent had admitted the fact that the petitioner was working in the respondent company but, the respondent has not averred anything about the period from when the petitioner had been working in the respondent company. Admittedly the petitioner has not produced any appointment order issued by the respondent company and furthermore it is the case of the petitioner that the respondent has not issued any appointment order towards his employment.

10. However, the RW1 who deposed to be a Manager-IR and Admin in the respondent company has deposed during his cross-examination that the case of the respondent is that the petitioner had worked in the respondent company from 2002 to 2014 as a contract labour engaged by one Contractor Iyyanar. The RW1 has further deposed that as the Contractor Iyyanar did not have any separate ESI and EPF code of his own, the respondent had paid ESI and EPF for the petitioner for the period from 2002 to 2014. Thus, the RW1 during his cross-examination is found to have admitted the fact that the petitioner had worked in the respondent company from 2002 to 2014. Hence, this Court on considering the contention of the petitioner along with the evidence of RW1 finds that the petitioner has proved that from 2002 to 2014 he had worked in the respondent company that the petitioner has proved that from 2002 to 2014 he had worked in the respondent company.

11. When the petitioner has proved that he had worked in the respondent company for the period from 2002 to 2014 then the next point that arises for consideration is whether the petitioner is the employee

of the respondent company or is a contract labour hired by the licensed contractor by name Mr. S. Iyyanar as contended by the respondent. In this case, the respondent has not choosen to examine the said Mr. S. Iyyanar, but, on the other hand has stated in the counter statement that the petitioner has conveniently not impleaded the said S.Iyyanar in the above case and thereby the industrial dispute is liable to be dismissed for non-joinder of necessary party. This Court finds that when the abovesaid S. Iyyanar is contended to be the licensed contractor of the respondent company and when the petitioner's case is that he does not know who is the said S. Iyyanar then in such case it is for the respondent to examine the alleged licensed contractor to prove the case of the respondent and in the event of non-examination creates a great doubt about the version of the respondent and thereby an adverse inference had necessarily to be drawn against the respondent management in the facts and circumstances of the case.

12. That apart this Court finds that when the plea of contract labour is raised then the Contract Labour (Regulation and Abolition) Act, 1970 comes into play and it is for the respondent to prove that there was a contract entered between the licensed contractor and the respondent company agreeing to deploy contract labourers to the respondent company and the respondent company and the alleged licensed contractors had followed the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rule 1971. The learned Counsel for petitioner touching upon the compliance of few mandatory provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 has cross examined the RW1. The various relevant Rules pertaining to Contract Labour (Regulation and Abolition) Central Rules, 1971 relied by the learned Counsel for petitioner during the cross-examination of RW1 is extracted hereunder better understanding.

Rule 27 – Validity of Licence – Every licence granted under Rule 25 or renewed under Rule 29 shall remain in force for twelve months, from the date it is granted or renewed.

Rule 29 – Renewal of licence – (1) Every contractor shall apply to the Licensing Officer for renewal of the licence.

(2) Every such application shall be in Form-VII in triplicate and shall be made not less than thirty days before the date on which the licence expires, and if, the application is so made, the licence shall be deemed to have been renewed until such date when the renewed licence is issued.

(3) The fees chargeable for renewal of the licence shall be the same as for the grant thereof:

Provided that if, the application for renewal is not received within the time specified in sub-rule (2), a fee of 25 per cent in excess of the fee ordinarily payable for the licence shall be payable for such renewal:

Provided further that in case, where the Licensing Officer is satisfied that the delay in submission of the application is due to unavoidable circumstances beyond the control of the contractor, he may reduce or remit as he thinks fit the payment of such excess fee.

Rule 73 – The authorised representative of the principal employer shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wage-cum-Muster Roll], as the case may be.

Rule 82 Returns – (1) Every contractor shall send half yearly return in Form-XXIV (in duplicate) so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year.

(2) Every principal employer of a registered establishment shall send annually a return in Form-XXV (in duplicate) so as to reach the Registering Office concerned not later than the 15th February following the end of the year to which it relates.

13. Admittedly, in this case the respondent has not produced certificate of registration to substantiate that the respondent company had been registered as contemplated under section 7 of Contract Labour (Regulation and Abolition) Act, 1970 and likewise has not produced licence to substantiate that licence has been granted to the alleged licensed contractor as contemplated under section 12(1) of Contract Labour (Regulation and Abolition) Act, 1970. So also the respondent company has not produced any contract or any contract extension documents to substantiate that a contract was entered between the respondent company and the alleged contractor and similarly, the respondent has not produced any documents to substantiate the transaction that had taken place between licensed contractor and respondent company towards the settlement of wages to the contract labours deployed by the contractors.

14. The RW1 during cross-examination has deposed that as per Rule 82(2) Contract Labour (Regulation and Abolition) Central Rule, 1971 the principal employer has to submit details regarding the number of contract labourers employed and with other details by way of Annual Return submitted in Form-XXV but, the same has not been filed in the present case. The RW1 has

further deposed that as per Rule 73 Contract Labour (Regulation and Abolition) Central Rule, 1971, the principal employer's authorised representative has to record a certificate at the end of the wage register but such certificate has not been recorded in Ex.R1 Register of wages. This Court finds that in reality if the respondent company had engaged contract labourers then in such case the documents for compliance of Rule 18, Rule 25, Rule 27, Rule 29, Rule 73 and Rule 82(2) of Contract Labour (Regulation and Abolition) Central Rules, 1971 would have been produced by the respondent but, in this case none of such documents had been produced by the respondent.

15. Further, the respondent has miserably failed to prove that S. Iyyanar is the licensed contractor of respondent company and the petitioner is the workman of the said S. Iyyanar and was under direct supervision and control of the said contractor and further, the said contractor had deployed the said workman to the respondent company. Apart from that it is the specific contention of the petitioner that the petitioner was working as an Office Assistant and thereby the nature of work of petitioner was perennial in nature but to negate the same no documents has been produced by the respondent and further the respondent nowhere has denied the nature of work done by the petitioner.

16. This Court finds that the Contract Labour (Regulation and Abolition) Act, 1970 prevents the principal employer from engaging a contract labour to do the core activity of the establishment. Hence, in the abovesaid discussions, this Court holds that the petitioner has to be treated as a workman directly employed by the principal employer of the establishment. Likewise on perusal of Ex.P3 Failure report it is found that during the conciliation proceedings before Labour Officer (Conciliation) the respondent neither took a stand that the petitioner is a contract labour engaged by the licensed contract by name S. Iyyanar as contended in this case nor has filed any reply to that effect and this fact is found to have been admitted by the RW1 during his cross-examination.

17. *The Labour Officer (Conciliation) in Ex.P3 Failure report has stated as follows:*

“Enquiries were conducted on various dates, in which the representative of the management has appeared in the enquiry and requested for time to file a reply statement and whereas, no reply statement was filed till the close of conciliation proceedings though sufficient time was given. On other side, the petitioner has actively appeared in all the enquiries and has insisted for reinstatement immediately for his livelihood. The management not agreed to reinstate him.”

18. Had it been true that the petitioner was working in the respondent company only as a contract labour and the petitioner was hired by one Mr. S. Iyyanar the licensed contractor of the respondent company and thereby there was no relationship of employer and employee between the petitioner and respondent then in such context why the respondent had not taken such defence at the earliest point of time before the Labour Officer (Conciliation) remains unexplained by the respondent.

19. The RW1 during his cross-examination has deposed that during conciliation proceedings the management had informed orally that the petitioner was only a contract Labour. This Court finds that Ex.P3 is a Failure Report, dated 05-09-2018 and whereas, as per the evidence of RW1 he is stated to have joined in the respondent company only on 24-10-2019 and he was deposing evidence on behalf of respondent management based on available records. Therefore, admittedly RW1 did not work in the respondent company during the disputed period and similarly no documents has been produced to show that the respondent management had orally informed to the Labour Officer (Conciliation) that the petitioner was only a contract labour. On the other hand the Failure Report reveals that no reply had been given by the management till the closing of conciliation proceedings. Hence, the evidence of RW1 that the respondent management had orally informed to Conciliation Officer that the petitioner was only a contract labour is found to be an invented one to thwart the question posed to RW1 during the cross-examination.

20. The other contention of the respondent is that the respondent as a principal employer was deducting ESI and EPF contributions from the wages payable to the petitioner, but, the respondent to substantiate the same has not produced any documents to show that the respondent as a principal employer was deducting ESI and EPF contributions from the wages of the petitioner and thereafter along with employer's share had remitted the same to the authority concerned and subsequently the amount remitted was deducted in the invoice of the said contractor. Likewise the respondent has not produced either the respondent Factory's ESI and EPF code or alleged licensed contractors ESI and EPF code to substantiate that the contribution amount deducted was remitted in the alleged contractors ESI and EPF code. Thus, the concept of contractors is found to be a set up by the respondent to avoid statutory liability and thus this Court holds that there exists master and servant relationship only between the abovesaid petitioner and the respondent.

21. The next contention of the petitioner is that the petitioner had been in continuous service for past twelve years without any breakage of service and thereby denial of employment is illegal. This Court finds that in supra, it has been held that the petitioner has proved that from 2002 to 2014 he had worked in the respondent company. When a workman works for 240 days in preceding twelve calendar months then he must be said to be in continuous service as per section 25B of Industrial Disputes Act. Therefore, the petitioner having put in service for more than 240 days ought to have been necessarily given notice and enquiry should have been conducted before denying employment. In this case the respondent is found to have denied employment without any justifiable reasons. When such being so, this Court holds that the denial of employment by the respondent is found to be illegal one. Thus this court in view of above discussions this Court holds that the industrial dispute raised by the petitioner as against the respondent management is justified and the petitioner is entitled for the relief as claimed in the claim petition.

In the result, this petition is allowed with modification by holding that the industrial dispute raised by the petitioner is justified and the respondent is directed to reinstate the Petitioner into service within two months from the date of this Award and further directed to pay 50% of back wages till the date of reinstatement with continuity of service and other attendant benefits. There is no order as to costs.

Partly typed by the Stenographer, partly typed by me in my laptop, corrected and pronounced by me in open Court, on this 31st day of March, 2026.

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of petitioner's witness :

PW.1 — 23-08-2022 Thiru Purushothaman

List of petitioner's side exhibits :

Ex.P1 — 11-10-2018 Photocopy of the Notification by Labour Department, Puducherry.

Ex.P2 — 29-08-2017 Photocopy of the Registered Letter sent by the Petitioner to the Respondent which was returned as "Refused".

- Ex.P3 — 05-09-2018 Photocopy of the Failure Report submitted by the Labour Officer (Conciliation), Puducherry.
- Ex.P4 — 04-10-2017 Photocopy of the Letter given by the Petitioner to the Labour Officer (Conciliation), Puducherry.
- Ex.P5 — — Photocopy of the ESI Identity Card of the Petitioner issued by ESIC.
- Ex.P6 — — Photocopy of the Annual Statement Slip of the Petitioner issued by Employees Provident Fund (EPF. No: PC/393/14182) (3 Nos).
- Ex.P7 — — Photocopy of the ESI list of the Petitioner (Sl. No. 327).
- Ex.P8 — 29-08-2017 Photocopy of the Letter sent by the petitioner to the Respondent.

List of Respondent's witness:

- RW1 — 06-02-2023 Thiru S. Purushothaman

List of Respondent's Exhibits:

- Ex.R1 — — Photocopy of the Salary Register for the period January 2014 to November 2014. (11 papers).

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

**GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT**

(G.O. Rt. No. 58/Lab./AIL/T/2026,
Puducherry, dated 06th July 2026)

NOTIFICATION

Whereas, an Award in I.D (T) No. 04/2018, dated 31-03-2026 of the Industrial Tribunal, Puducherry, in respect of a Dispute between M/s. Larsen and Toubro Private Limited, Puducherry and Thiru B. Manikandan and 5 others over service conditions have been received;

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)

S. SANDIRAKUMARAN,
Under Secretary to Government (Labour).

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

Present : Tmt. G.T. AMBIKA, M.L., PGDCLCF.,
Presiding Officer.

Tuesday, the 31st day of March 2026.

**I.D. (T). No. 04/2018
CNR. No. PYPY06-000015-2018**

1. B. Manikandan,
S/o. Balaraman,
No. 1, Mahatma Gandhi Street,
Kottaimedu, Ariyankuppam,
Puducherry-605 007.
2. V. Dhanasekar,
S/o. Veerappa Gounder,
Mariamman Koil Street,
Uppu Vellore Post,
Vanur Taluk,
Villupuram District.
3. T. Andavan,
S/o. Thirurnal,
No. 6, Mariamman Koil Street,
Veeman Nagar,
Puducherry.
4. S. Gobu,
S/o. N. Sivaraman,
No. 28, Reddiyar Street,
Panapakkam,
Pudupettai Post,
Panruti Taluk,
Cuddalore District.
5. S. Murugan,
S/o. Sengkeni,
Mariamman Koil Street,
Uppu Vellore Post,
Vanur Taluk,
Villupuram District.

6. S. Balaji,
S/o. Sambantham,
No. 16, Mettu Street,
Veeman Nagar,
Thilashpet,
Puducherry-605 009. . . Petitioners

Vs.

The Managing Director,
M/s. Larsen and Toubro Private Limited,
ECC Division, Mailam Road,
Sedarapet,
Puducherry-605 011. . . Respondent

This Industrial Dispute coming on this day before me for hearing in the presence of Thiruvallargal P.R. Thiruneelakandan and A. Mithunchakravarthy, Counsel for the Petitioners and Thiruvallargal M. Vaikunth, R. Vikneshraj and R. Elamparudhi, Counsel for the Respondent, upon perusing the case records, after having stood over for consideration till this day, this Court delivered the following:

A W A R D

This industrial dispute arises out of the reference made by the Government of Puducherry *vide* G.O. Rt. No. 04/AIL/Lab./T/2018, dated 05-02-2018 of the Labour Department, Puducherry, to resolve the following dispute between the Petitioners and the Respondent, *viz.*,

(a) Whether the individual workers Thiru B. Manikandan and 5 others can raise Industrial Disputes against the management of M/s. Larsen and Toubro Private Limited, Puducherry, over service conditions under the Industrial Disputes Act, 1947? If so, give appropriate directions.

(b) Whether the termination of Thiruvallargal B. Manikandan and V. Dhanasekar by the management of M/s. Larsen and Toubro Private Limited, Puducherry during the pendency of conciliation proceeding is justified or not? If justified, what relief Thiruvallargal B. Manikandan and V. Dhanasekar are entitled to?

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

2. *The averments set forth in the petition is as follows:*

That the petitioners were employed in the respondent factory as workers and they have been continuously employed for more than several years, but they are treated as casual and they were not paid

not equal wage and equal protection of service condition that of the permanent employees despite the fact that they are being employed in the direct manufacturing activities along with the permanent workers and they are carried out all the works of the permanent employees. That at the initial appointment of the petitioners though the respondent promised to regularize their service as permanent workers and extracted work for many years for meager wage did not do so. Hence, on 17-11-2006 the petitioners workers collectively raised an industrial dispute against the respondent before the Labour Officer (Conciliation), Puducherry to regularize their service as permanent workman and pay wages on par with the permanent workman. After the petitioner workers raised the said dispute before the LOC, the respondent management stopped to pay wages to the petitioners directly and the wages of the petitioners were paid through the 1. P. Mourthy, 2. Radhakrishnan, 3. A. Selvam as if they are the contractors and through them the petitioners are employed as contract workers. That the petitioner workers never recruited and employed by the said contractors and they are directly recruited and appointed by the respondent and they are employed in the respondent factory for several years without any break of service and there is no privity of contract between the petitioners and the aforesaid contractors. That pending the said dispute the respondent denied employment to the petitioner 1 and 2 without any prior permission or approval of the Labour Officer (Conciliation) and in violation of section 33 of the Industrial Disputes Act and as against the illegal denial employment the petitioners 1 and 2 preferred a complaint under Section 33-A of the ID Act before the LOC and it was treated as an industrial dispute notice, dated 13-11-2016 was issued to the respondent and the conciliation was held, but no amicable settlement was arrived and the conciliation was ended in failure. Hence, the LOC submitted a failure report, dated 10-11-2017 and pursuant to which the Government of Puducherry *vide* Order reference G.O. No. 04/AIL/Lab./T/2017, Puducherry, Labour Department, dated 05-02-2018.

(ii) That as far as the first petitioner B. Manikandan is concerned he was initially given Act apprenticeship training by the respondent for the period from 06-04-2009 to 05-04-2010, after completion of the training he was employed as "Fork lift operator" on 14-05-2010 by the respondent in its factory. The second petitioner V. Dhanasekar was appointed by the respondent on 01-10-2009 as an Electrician in the respondent factory in Rolling Mill Unit.

The third petitioner Mr. Aandavan is concerned he was appointed by the respondent on 26-12-2009 as an Electrician in the respondent Factory and the fourth petitioner Mr. S Gobu was appointed by the respondent as Fork Lift operator in the respondent L&T TLT unit and the fifth petitioner Mr. S.Murugan was given Act apprenticeship training in the year 2004 to 2005 by the respondent and then he was appointed by the respondent in its L&T TLT unit as Fitter and the sixth petitioner Mr. Balaji was appointed by the respondent on 01-08-2008 in the respondent factory. That the respondent management have employed the petitioners as a workman in their establishment for more than 6 years continuously and deducted ESI, EPF contribution from the petitioners' wage and remitted the same to the respective authorities as employer of the petitioners. The petitioners are being employed by the respondent in direct manufacture activities along with permanent workers and they carry out the same work as permanent workers, but they were treated discriminately in the matter of payment of wages and protection of service conditions. That the petitioners have not been paid wages on par with the permanent workers and their service also not regularized as permanent workers despite the fact that they have been employed by the respondent continuously for more than 6 years and they were given assurance by the respondent to regularize their service as permanent workers but the petitioners were not regularized in their service. Hence, the petitioners raised an industrial dispute before the Labour Officer (Conciliation), Puducherry on 17-11-2016 demanding regularization of their service and payment of wages on par with the permanent employees.

(iii) That till the said industrial dispute was raised the respondent directly paid the wages to the petitioners, after that the wages of the petitioner were paid through the aforesaid contractors as if the petitioners are employed as contract workers through the said contractors. That though the petitioner employed along with the permanent workers and carried out similar work they were paid a sum ₹ 340 per day as wage, on the other hand the permanent workers are paid a sum of ₹ 30,000 to 40,000 per month as wage. That after the petitioners raised an industrial dispute to regularize their service the respondent without getting approval of the Labour Officer (Conciliation) denied employment to the petitioners 1 and 2 which is illegal. Hence, this petition to regularize the petitioners as permanent employee with effect from the date of their initial appointment any pay wages on par with the similarly

placed permanent employees and pay its arrears of difference of pay with effect from the date of the industrial dispute raised and to reinstate the petitioners 1 and 2 herein in their service from the date of their denial of employment, *i.e.*, on 11-02-2017, 17-02-2017 with full back wages, continuity of service, with all other attendant benefits.

3. *The averments set forth in the counter statement is as follows:*

That the respondent company namely Larsen and Toubro Limited, which is Multi National Company (MNC), incorporated under the Companies Act 1956, which is having factories in all over Territory in India as well other Countries in the world. In the year 1989 it established factory namely Larsen and Toubro Limited, ECC Division (Engineering Construction and Contracts) at No. 103, Mylam Road, Sedarapet, Puducherry. The Factory is consisting of Transmission Line Tower Unit and Rolling Mill Unit engaged in production of Galvanised Transmission line towers and it has executed projects up to 765 KV EHV AC and 800 KV HVDC, construction of transmission lines including foundation, tower erection, stringing, testing and commissioning *etc.* That the respondent company is engaging several contractors for the purpose of carrying out various miscellaneous jobs in the company premises and in turn the contractors were engaging / employing their direct workmen for the purpose of fulfilling their contractual obligations at the premise of the company. And Licensing Authority, Puducherry has also duly issued Licences in favour of (i) Thiru. P. Moorthy, Licence No. 254/Lo(E)/A2/CL/200, dated 09-01-2007, (ii) Thiru K. Radhakrishnan, Licence No. 122/CL/Lo(E) dated 05-10-2007, (iii) Thiru. A. Selvam, Licence No. 535/CL/AL/2010, dated 09-12-2010. Therefore, the contract labourers including petitioners were covered under these Licences. That the petitioners were employed in the respondent company through their respective contractors and received salary through their contractors and they were not engaged directly by the respondent company management. Therefore, there was no employer and employee relationship existed between respondent company and petitioner as the respondent company is not principal employer and only master and servant relationship existed between the contractors and petitioners.

(ii) That however the responsibility of covering all contract employees, including the petitioners, under the provisions of various beneficial legislation

such as EPF & MIS Act, 1952 and ESI Act, 1947 and *etc.*, lies with the respondent company. Otherwise the respondent company is liable to face criminal prosecution by the respective Departments for not covering them under those beneficial legislation. Therefore, just because they were covered under EPF & MIS Act, 1952 & ESI Act, 1947 by the respondent company it will not confer any right on the contract labourers, including petitioners to claim permanent status on par with regular employees those who were directly appointed by the respondent company after due selection. Further, this ID is liable to be dismissed on the sole grounds that non-impleading of their respective contractors, who are the principal employer of the petitioners.

4. *Points for determination:*

1. Whether the workmen 1. B. Manikandan 2. V. Dhanasekar 3. T. Andavan 4. S. Gobu 5. S. Murugan 6. S. Balaji are workmen of respondent?

2. Whether the workmen 1. B. Manikandan 2. V. Thanasekar 3. T. Andavan 4. S. Gobu 5. S. Murugan 6. S. Balaji are contract labourers of the respondent?

3. Whether the relationship of employer and employee exists only between the petitioners and contractors 1. P. Moorthy 2. Radhakrishnan 3. A. Selvam?

4. Whether the denial of regularisation by the respondent as contended by the petitioners is illegal?

5. Whether the denial of employment to first and second petitioners is illegal and amounts to victimization?

6. Whether the dispute raised by petitioners is justified?

7. To what other reliefs the petitioners are entitled for?

5. On the side of Petitioner, PW1 was examined and Exs.P1 to P84 were marked. On the side of Respondent, RW1 was examined, RW2 was examined and Exs. R1 to R5 were marked, RW3 was examined and Exs. R6 to R9 were marked and Ex.RW4 was examined and Exs.R10 to R14 were marked and RW1 was examined through additional proof affidavit and Exs. R15 to R24 were marked.

6. *On points Nos. 1 to 7:*

The contention of the petitioners is that the first petitioner B.Manikandan had initially joined as apprentice in the respondent factory and later after completion of apprenticeship training for the period

from 06-04-2009 to 05-04-2010 was employed as Fork lift operator on 14-05-2010 and similarly the second petitioner V.Dhanasekar was appointed in the respondent factory on 01-10-2009 as an Electrician in the Rolling Mill unit and the third petitioner T.Andavan was appointed on 26-12-2009 as an Electrician in the respondent factory and the fourth petitioner S. Gopu was appointed as Fork lift operator and fifth petitioner S. Murugan was given apprenticeship training in the year 2004 to 2005 and thereafter was appointed as Fitter and sixth petitioner was appointed in the respondent factory on 1.08.2008 and further the respondent management was deducting ESI and EPF contribution from the wages of the petitioners and were remitting the same to the respective authorities as employer of petitioners.

7. The further contention of the petitioners is that though the petitioners were employed in the direct manufacturing activities and were working continuously for years together without any breakage of service, the respondent management treated the petitioners as casual labourers and did not pay equal wages on par with the permanent employees and therefore, the petitioners on 17-11-2006 had given a representation to regularise their service on par with the permanent workman but during the pendency of the said dispute the management had stopped paying wages directly to the petitioners and started to pay wages through 1. P. Moorthy 2. K. Radhakrishnan 3. A. Selvam as if they are the contractors of petitioners but infact the petitioners never worked under the said contractors and that apart during the pendency of the industrial dispute the respondent had denied employment to first and second petitioners without any prior permission or approval from the Labour Officer (Conciliation) and hence, there is violation under section 33 of Industrial Disputes Act, 1947.

8. *Per contra*, it is the contention of the respondent that the present industrial dispute has been raised by the petitioner by suppressing material facts and infact the respondent company is engaged in the business of manufacturing of the transmission line components and the factory is situated at Mailam Road, Sedarapet Tower, Pondicherry and the respondent the factory was registered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Puducherry Rules and thereby the respondent factory had been engaging several contractors for the purpose of carrying out various miscellaneous jobs in the factory premises and in turn the contractors were engaging workmen for the purpose of fulfilling the contractual obligations at the Premises of the respondent factory and hence, those workmen were under the supervision

and control of abovesaid contractors and were receiving salary from the said contractors and therefore there was no any master and servant relationship between the workmen and the respondent factory. Yet another contention of the respondent is that to avoid criminal prosecution and to cover all the permanent workmen and contract labourers of the respondent factory under beneficial legislation such as EPF and ESI Act, the respondent was deducting EPF and ESI contribution from the wages as principal employer but the same does not confer any right upon the contract labourers to claim permanent status on par with regular employees.

9. Thus, from the contentions raised by the petitioners and respondent this Tribunal finds it is the specific case of the petitioners that the workmen 1. B. Manikandan 2. V. Dhanasekar 3. T. Andavan 4. S. Gobu 5. S. Murugan 6. S. Balaji were continuously working for years together without any breakage of service but the respondent has not regularised their service and whereas the contention of the respondent is that the said workmen are contract labourers under contractors 1. P. Moorthy 2. Radhakrishnan 3. A. Selvam and therefore there does not exist any employer and employee relationship between the respondent and the abovesaid workmen.

10. The P.W.1 examined on the side of petitioners deposed that he has not produced any appointment order pertaining to the petitioners herein but, has deposed that he has produced documents to substantiate that the petitioners were working in the respondent factory for more 280 days in a year. The respondent is found to have admitted the fact that the petitioners were working in the respondent factory but, nevertheless has not specifically stated the period from when the petitioners were working in the respondent factory. The R.W.1 during his cross-examination has deposed that he is working as Industrial Relations and Admin in the respondent company and further deposed that only after perusal of documents he will be able to answer as to from when the petitioners were working in the respondent factory. The RW1 has further deposed that in Ex.P7 the position of the first petitioner in the respondent company is mentioned as Fork lift operator and further admitted that the EPF Advance Form applied by the first petitioner was forwarded by the respondent to the Regional PF Commissioner since it was the respondent who was paying ESI and PF contribution in respect of the first petitioner to the concerned authorities.

11. This Tribunal finds that when the petitioners in the claim petition as well as through evidence of P.W.1 projected their case that they were continuously

working for years together without any breakage of service then in such case the evidence of RW1 that he will be able to answer as to from when the petitioners were working in the respondent factory only after perusal of documents is found to be an evasive answer. Be that as it may, on perusal of Ex.P3 this Tribunal finds that it is ESI Corporation Temporary Identity Certificate issued in the name of Manikandan who is the first petitioner herein and in Ex.P3 the name of the employer is mentioned as Ms.Larsen and Toubro Ltd., and date of appointment is mentioned as 14-05-2010. Similarly on perusal of Ex.P4 Employees Provident Fund Organisation Contribution / withdrawal details passbook issued in the name of first petitioner the date of joining is mentioned as 14-05-2010 and the Establishment name is mentioned as Ms.Larsen and Toubro Ltd., and it pertains to the EPF details of the first petitioner for the period from 2010 to 2016 and likewise on perusal of Ex.P10 it is found to be an application for Advance from EPF of first petitioner and in Ex.P10 at the place of Employer's signature the Seal of L & T is affixed and has been signed by A. Nepoliyan, Assistant Manager-Industrial Relations. Thus, from the above discussed exhibits and from the evidence of R.W1, this Tribunal finds the fact that the first petitioner was working in the respondent factory from 14-05-2010 stands proved.

12. Regarding the second petitioner is concerned this Tribunal on perusal of Exs.P13 to P15 finds that the EPF Advance Form applied by the second petitioner has been forwarded by the respondent to the Regional PF Commissioner and similarly Ex.P21 is found to be Employees Provident Fund Organisation Contribution/ withdrawal details passbook issued in the name of second petitioner and in which the date of joining is mentioned as 01-10-2009 and the Establishment name is mentioned as Ms.Larsen and Toubro Ltd., and it pertains to the EPF details of the second petitioner for the period from 2009 to 2016. Thus, from the above discussed exhibits and from the evidence of R.W1, this Tribunal finds the fact that the second petitioner was working in the respondent factory from 01-10-2009 stands proved.

13. As far as the third petitioner is concerned, this Tribunal on perusal of Exs.P27 finds that it is Employees Provident Fund Organisation Contribution/withdrawal details passbook issued in the name of third petitioner and in which the date of joining is mentioned as 01-12-2009 and the Establishment name is mentioned as Ms.Larsen and Toubro Ltd., and it pertains to the EPF details of the third petitioner for the period from 2009 to 2016. Similarly on perusal of Ex.P31 Checklist for training and competence of personnel issued by

respondent management the position of third petitioner is mentioned as Electrician. Thus, from the above discussed exhibits and from the evidence of R.W1, this Tribunal finds the fact that the third petitioner was working in the respondent factory from 01-12-2009 stands proved.

14. Likewise the fourth petitioner is concerned this Tribunal on perusal of Ex.P35 finds that it is Employees Provident Fund Organisation Contribution/withdrawal details passbook issued in the name of fourth petitioner and in which the date of joining is mentioned as 01-08-2008 and the Establishment name is mentioned as Ms.Larsen and Toubro Ltd., and it pertains to the EPF details of the fourth petitioner for the period from 2009 to 2016. Similarly, on perusal of Ex.P36 it is found that the respondent has issued merit certificate stating that the fourth petitioner Gopu has been selected as a best safety conscious Fork lift operator. Thus, from the above discussed exhibits and from the evidence of R.W1, this Tribunal finds the fact that the fourth petitioner was working in the respondent factory from 01-08-2008 stands proved.

15. Regarding the fifth petitioner is concerned, this Tribunal on perusal of Ex.P44 finds that it is Employees Provident Fund Organisation Contribution / withdrawal details passbook issued in the name of fifth petitioner and in which the date of joining is mentioned as 06-05-2010 and the Establishment name is mentioned as Ms.Larsen and Toubro Ltd., and it pertains to the EPF details of the fifth petitioner for the period from 2010 to 2016. Similarly on perusal of Ex.P50 Checklist for training and competence of personnel issued by the respondent management, the position of fifth petitioner is mentioned as Store Assistant. Thus, from the above discussed exhibits and from the evidence of R.W1, this Tribunal finds the fact that the fifth petitioner was working in the respondent factory from 06-05-2010 stands proved.

16. Similarly the sixth petitioner is concerned, this Tribunal on perusal of Ex.P67 finds that it is Employees Provident Fund Organisation Contribution / withdrawal details passbook issued in the name of sixth petitioner and in which the date of joining is mentioned as 01-08-2008 and the Establishment name is mentioned as Ms.Larsen and Toubro Ltd., and it pertains to the EPF details of the sixth petitioner for the period from 2009 to 2016. Thus, from the above discussed exhibits and from the evidence of R.W1, this Tribunal finds the fact that the sixth petitioner was working in the respondent factory from 01-08-2008 stands proved.

17. When the petitioners have proved that the petitioners were working continuously for years together then it is for the respondent to prove its

contention as contended in the counter that the petitioners were only a contract labourers employed by the licensed contractor of respondent factory. The specific contention of the respondent is that the respondent as a principal employer was deducting ESI and EPF contributions from the wages payable to the abovesaid workmen but the respondent to substantiate the same has not produced any documents to show that the respondent as a principal employer was deducting ESI and EPF contributions from the wages of workmen and thereafter along with employer's share the same was remitted to the authority concerned and subsequently the amount remitted was deducted in the invoice of the said contractors. Likewise the respondent has not produced either the respondent Factory's ESI and EPF code or alleged licensed contractors ESI and EPF code to substantiate that the contribution amount deducted was remitted in the alleged contractors ESI and EPF code.

18. That apart this Tribunal finds that when the plea of contract labour is raised then the Contract Labour (Regulation and Abolition) Act, 1970 comes into play and it is for the respondent to prove that the establishment was registered as per section 7 of Contract Labour (Regulation and Abolition) Act 1970 and further the alleged contractors were issued licence by the Licensing Officer as per section 13 of Contract Labour (Regulation and Abolition) Act, 1970 and further there was a contract entered between the licensed contractors and the respondent factory agreeing to deploy contract labourers to the respondent factory.

19. In this case the specific contention of the respondent is that the petitioners are contract labourers of licensed contractors of respondent factory and according to respondent the licensed contractors are P. Moorthy, K. Radhakrishnan and A. Selvam. The respondent has examined the said P. Moorthy as RW2 and produced Ex.R2 Copy of agreement entered between P. Moorthy and respondent company, Ex.R3 copy of Register of wages for January 2020, Ex.R4 Bank Account statement of P.Moorthy for the period from 06-02-2020 to 15-02-2020 and Ex.R5 licence issued in favour of P. Moorthy by the Licensing Officer, Puducherry.

20. However on perusal of Ex.R5 it is found to be licence issued in the name of P.Moorthy on 30-12-2020 for loading of finished goods, unloading of raw materials, house keeping and Garden maintenance work and likewise Ex.R2 agreement is dated 22-11-2021, but, whereas in the present case the disputed period is from 2008, 2009 and 2010 onwards and thus, Ex.R2 Copy of agreement, Ex.R4 Bank statement and Ex.R5 copy of

licence produced through RW2 does not pertain to the disputed period and that apart Ex.R5 licence is found to have been issued for loading, unloading and house keeping purpose and whereas the nature of work done by the petitioners in this case are Fork lift operator, Electrician and Storekeeper and hence, Exs.R2, R4 and R5 are found to be no way relevant for determining the dispute and also does not support the case of the respondent.

21. Further on perusal of Ex.R3 it is found to be Register of wages for loading and unloading for the month of January 2020 and in Ex.R3 the names of fourth petitioner Gobu and sixth petitioner S.Balaji is mentioned. The respondent has relied upon Ex.R3 Register of wages for the month of January 2020 pertaining to loading and unloading to substantiate that the fourth petitioner Gobu and sixth petitioner S.Balaji were engaged in loading and unloading work but, whereas on perusal of Ex.P36 it is found to be a merit certificate issued by the respondent stating that the fourth petitioner Gopu has been selected as a best safety conscious Fork lift operator. The respondent also has not disputed the veracity of Ex.P36 during the cross-examination of PW1. Thus, the nature of work for which the fourth petitioner was engaged is found to vary in Ex.R3 and R36 and as such context this Tribunal is reluctant to rely upon Ex.R3 produced by RW2.

22. The respondent has examined one another contractor by name A. Selvam as RW4. The RW4 has produced Ex.R12 licence issued in favour of A.Selvam by the Licensing Officer, Puducherry and Ex.R14 Copy of agreement entered between A.Selvam and respondent company and but, on perusal of Ex.R12 it is found to be licence issued in the name of A.Selvam on 14.11.2017 for loading of finished goods and unloading of raw materials and likewise Ex.R14 agreement is dated 30-11-2021, but, whereas in the present case the disputed period is from 2008, 2009 and 2010 onwards and thus, Ex.R14 Copy of agreement does not pertain to the disputed period and that apart Ex.R12 licence is found to have been issued for loading and unloading and whereas the nature of work done by the petitioners in this case are Fork lift operator, Electrician and Storekeeper and as such Exs.R12 and R14 found to be no way relevant for determining the dispute and also does not support the case of the respondent.

23. Furthermore, the respondent has not produced any documents to substantiate that there was money transaction between the respondent factory and the contractors to substantiate continuous payments made for deploying contract labourers. This Tribunal finds that when the respondent contends that the petitioners

are contract labourers of its licensed contractors then it is for the respondent to prove the same by production of licence issued by the Licensing Officer in favour of said licensed contractors for the disputed period and also by production of contract entered between the contractors namely P. Moorthy, K. Radhakrishnan and A. Selvam and respondent factory with regard to the deployment of contract workmen by the contractors to the respondent factory for the disputed period but in this case none of the said documents has been produced by the respondent. Moreover the respondent has also not produced any document to prove the continuous transaction that had taken place between licensed contractors and respondent factory towards the settlement of wages to the contract labourers deployed by the contractors. Thus, this Tribunal finds that the respondent has miserably failed to prove that P. Moorthy, K. Radhakrishnan and A. Selvam are the contractors of respondent factory and the petitioners were under direct supervision and control of the said contractors and further deployed the workmen to the respondent factory.

24. Furthermore, it is the specific contention of the petitioners that the petitioners were engaged in the work of perennial in nature but, to negate the same no documents has been produced by the respondent and therefore, the nature of work carried by the petitioners being perennial nature as contended by the petitioner this Tribunal finds that as per Contract Labour (Regulation and Abolition) Act, 1970 it prevents the principal employer from engaging a contract labour to do the core activity of the establishment. Hence, in the said discussions, this Tribunal holds that the petitioners have to be treated as workmen directly employed by the principal employer of the establishment that is by the respondent factory and thereby even in such context this tribunal holds that there exists master and servant relationship between the petitioners and the respondent.

25. The other contention of the petitioners is that the petitioners were engaged in regular work and were discharging their service on par to that of permanent workers but despite the same they were not regularised. This Tribunal finds that if a workman works for 240 days in preceding twelve calendar months then he must be said to be in continuous service as per section 25B of Industrial Disputes Act. No doubt the Hon'ble Apex Court in catena of decisions has held that it is for the workman to lead evidence to show that he had worked for 240 days in a calendar year and mere filing of affidavit by the workman to that effect is not sufficient and further the burden cannot be initially cast upon the employer. This Tribunal on perusal of case records finds that the respondent has not specifically disputed that

the petitioners have completed 240 days in a calendar year and the said fact and evidence of the P.W.1 to that effect also has not been controverted by the respondent by producing any rebuttal evidence.

This Tribunal on perusal of records and evidence of PW1 and RW1 finds that the petitioners have worked for years together without breakage of service and thereby based on doctrine of legitimate expectation and taking into consideration of the fact that they had worked for 240 days in a calendar year it should be deemed that they are in continuous service. Hence, this Tribunal finds that the petitioners are entitled for the relief of regularisation of service.

26. As a last attempt the respondent has produced documents to substantiate that the respondent company has been closed in the year 2023. On perusal of Ex.R15 it is found that in Ex.R15 the respondent has stated that the operations in the factory had come to a standstill since 21-07-2022 and communication to all authorities had been issued on 6.04.2023. Whereas in this case on the side of respondent the RW1 was examined in chief on 22-06-2022 and thereafter was cross-examined in part on 12-07-2022 and 20-07-2022 but, during the said examination the RW1 neither disclosed nor deposed regarding the closure of the company, but, has chosen to disclose about the closure only on 22-07-2025 before this Tribunal by way of adducing additional chief examination.

27. Furthermore the RW1 during his cross-examination has deposed that regarding the closure issue a separate industrial dispute case in I.D.(T).No. 6/2024 has been raised and pending. Hence, in the said circumstances this Tribunal finds that the validity of closure cannot be determined in this case. Even otherwise on perusal of exhibits relied by the respondent this Tribunal finds that those documents does not transpire anything as to whether the closure was accepted by the authorities concerned and done according to the procedure contemplated under Industrial Disputes Act, but, on the other hand it is found that they are communication letters sent by the respondent and thereby it is only a self serving documents and does not deserve any consideration to accept the factum of closure as contended by the respondent.

28. Lastly it is the contention of the petitioners that after the petitioners have raised a dispute before the Labour Officer (Conciliation) regarding the issue of regularisation the respondent has denied employment to first and second petitioners. The R.W.1 also during his cross-examination admitted that at present except the first and second petitioners the other petitioners are working in the respondent factory. This Tribunal finds

that when the petitioners were made to work for many years and were not absorbed as permanent employee and when an industrial dispute raised for regularisation is pending then the respondent or anybody claiming through them cannot discontinue the service of any of the petitioners without taking prior permission under section 33(1) (a) of the Industrial Disputes Act, 1947 and failure to do so same amounts to unfair labour practice. Thus, this Tribunal in view of above discussions, holds that the industrial dispute raised by the petitioners as against the respondent management is justified and the first and second petitioners are entitled for relief of reinstatement and the petitioners are entitled for the relief of regularisation as claimed in the claim petition.

29. Regarding the claim of backwages is concerned, there is no any contention by the respondent that the first and second petitioners are gainfully engaged elsewhere. However, this Court finds that all along the first and second petitioners were able to sustain their life and the same cannot be done without any earnings. Hence, this Court on considering the same finds that the first and second petitioners could be given 50% of back wages.

In the result this petition is allowed by holding that the industrial dispute raised by the petitioners as against the respondent is justified and the respondent is directed to reinstate the first and second petitioners into service with 50% of back wages and with all other attendant benefits within two months from the date of this Award and also directed to regularise the service of the petitioners and to pay wages on par with the permanent employees and to pay its arrears within two months from the date of this Award. There is no order as to costs.

Partly typed by the Stenographer, partly typed by me in my laptop, corrected and pronounced by me in open Court, on this the 31st day of March 2026.

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

List of petitioner's witness :

PW1 — 10-02-2020 Thiru Manikandan

List of petitioner's exhibits :

Ex.P1 — 09-04-2010 Photocopy of the Certificate, issued by the respondent to the 1st petitioner for completion of apprenticeship training (Page No. 1).

Ex.P2	—	May 2010	Photocopy of the 1st petitioner's National Apprenticeship training certificate (Page No. 2).	Ex.P16	—	04-07-2016	Photocopy of the 2nd petitioner Wireman Competency Certificate (Page No. 27).
Ex.P3	—	27-11-2010	Photocopy of the 1st petitioner's ESI temporary identity card (Page Nos. 3 and 4).	Ex.P17	—	21-08-2014	Photocopy of the List of personal required training and competency issued by the respondent (Page No. 28).
Ex.P4	—	03-07-2016	Photocopy of the 1st petitioner's EPF particulars (7 pages). (Page Nos. 5 to 11).	Ex.P18	—	04-04-2013	Photocopy of the Check list and trainee and competency of personal issued by the respondent to Dhanasekar 2nd Petitioner (Page No. 29).
Ex.P5	—	June 2011	Photocopy of the Wage register (Page No. 12).	Ex.P19	—	—	Photocopy of the Attendance (face reading) Register (3 pages). (Page Nos. 30 to 32).
Ex.P6	—	November 2011	Photocopy of the Wage register (Page No. 13).	Ex.P20	—	—	Photocopy of the 2nd Petitioner ESI Identity Card (Page No. 33).
Ex.P7	—	25-06-2013	Photocopy of the Petitioner assessment issued by the Respondent (Page No. 14).	Ex.P21	—	03-08-2016	Photocopy of the 2nd Petitioner EPF particular (5 pages). (Page Nos. 34 to 38).
Ex.P8	—	—	Photocopy of the Petitioner Bank Statement (2 pages). (Page Nos. 15 and 16).	Ex.P22	—	03-01-2015	Photocopy of the 2nd Petitioner meals coupon issued by the respondent (Page No. 39).
Ex.P9	—	13-04-2016	Photocopy of the Respondent letter to PF Commissioner (Page No. 17).	Ex.P23	—	January 2011, 2012, 2013	Photocopy of the Wage Series Register of the 2nd petitioner (6 pages). (Page Nos. 40 to 45).
Ex.P10	—	—	Photocopy of the 1st Petitioner's application to EPF authorities (2 pages). (Page Nos. 18 and 19).	Ex.P24	—	11-11-2013	Photocopy of the Respondent Delivery Challan (Page No. 46).
Ex.P11	—	10-05-2016	Photocopy of the Respondent material requisition slip (Page No. 20).	Ex.P25	—	—	Photocopy of the 2nd Petitioner Attendance Register (Face Reading) (Page No. 47).
Ex.P12	—	—	Photocopy of the Petitioner attendance register (3 pages). (Page Nos. 21 to 23).	Ex.P26	—	—	Photocopy of the 3rd Petitioner ESI Identity card (Page No. 48).
Ex.P13	—	17-08-2016	Photocopy of the Petitioner letter to PF relates Commissioner, it relates 2nd petitioner (Page No. 24).	Ex.P27	—	—	Photocopy of the 3rd Petitioner EPF Passbook (5 pages). (Page No. 49 to 53).
Ex.P14	—	21-07-2016	Photocopy of the Form 5 under EPS Scheme to 2nd petitioner (Page No. 25).	Ex.P28	—	2009-2010	Photocopy of the 3rd Petitioner EPF receipt (Page No. 54).
Ex.P15	—	—	Photocopy of the 2nd petitioner application for advance by EPF (Page No. 26).				

Ex.P29 — 07-10-2010	Photocopy of the 3rd Petitioner Daily Attendance (Page No. 55).	Ex.P42 — 01-07-2009	Photocopy of the Certificate issued by the respondent under ESI Act (Page No. 82).
Ex.P30 — —	Photocopy of the 3rd Petitioner Wage Register (9 pages). (Page Nos. 56 to 64).	Ex.P43 — —	Photocopy of the 4th Petitioner Bank Statement (Page Nos. 83 to 88).
Ex.P31 — —	Photocopy of the Respondent assessment check list of 3rd Petitioner (3 pages) (Page Nos. 65 to 67).	Ex.P44 — —	Photocopy of the 5th Petitioner EPF Passbook (4 pages) (Page Nos. 89 to 92).
Ex.P32 — —	Photocopy of the 3rd Petitioner Attendance Register (Face Reading) (Page No. 68).	Ex.P45 — 2010-2011	Photocopy of the 5th Petitioner PF Slip (Page No. 93).
Ex.P33 — —	Photocopy of the 4th Petitioner ESI Card (Page No. 69).	Ex.P46 — —	Photocopy of the 5th Petitioner ESI card (Page No. 94).
Ex.P34 — 2008-2009 and 2009-2010	Photocopy of the 4th Petitioner ESI Contribution receipt (Page No. 70).	Ex.P47 — —	Photocopy of the Respondent material dispatched record (24 pages). (Page Nos. 95 to 119).
Ex.P35 — —	Photocopy of the 4th Petitioner EPF Pass book (4 pages) (Page Nos. 71 to 74).	Ex.P48 — —	Photocopy of the 5th Petitioner Wage Register (2 pages) (Page Nos. 120 and 121).
Ex.P36 — August 2009	Photocopy of the 4th Petitioner Merit Certificate issued by Respondent (Page No. 75).	Ex.P49 — —	Photocopy of the 5th Petitioner application for permission to leave worked (3 pages). (Page Nos. 123 to 125).
Ex.P37 — 27-10-2010	Photocopy of the 4th Petitioner treatment certificate issued by ESI hospital (Page No. 76).	Ex.P50 — 07-07-2015 10-11-2016	Photocopy of the Respondent Check list for Training Report (2 pages). (Page Nos. 126 and 127).
Ex.P38 — —	Photocopy of the Meals coupon issued by the respondent (Page No. 77).	Ex.P51 — —	Photocopy of the Respondent material Despatched ticker (5 pages). (Page Nos. 128 to 132).
Ex.P39 — —	Photocopy of the Gate pass issued by the respondent to the 4th petitioner (Page Nos. 78 and 79).	Ex.P52 — —	Photocopy of the 5th Petitioner Attendance Register (Face Reading) (2 pages). (Page Nos. 133 and 134).
Ex.P40 — —	Photocopy of the 4th Petitioner ESI treatment records (Page No. 80).	Ex.P53 — April 2005	Photocopy of the 5th Petitioner Apprenticeship certificate (Page No. 135).
Ex.P41 — 03-10-2018	Photocopy of the Gate pass issued by the respondent (Page No. 81).	Ex.P54 — —	Photocopy of the 5th Petitioner Identity Card issued by Respondent (Page No. 136).

Ex.P55 — 14-03-2005	Photocopy of the Certificate issued by Respondent (Page No. 137).	Ex.P70 — —	Photocopy of the LOC Minutes of meeting (Page Nos. 169 to 172).
Ex.P56 — 13-05-2013	Photocopy of the 6th Petitioner letter to LOC (Page No. 138).	Ex.P71 — 29-05-2017	Photocopy of the Complaint given by the 1st and 2nd Petitioner to LOC under section 33(A) of ID Act (Page Nos. 173 to 175).
Ex.P57 — 15-05-2013	Photocopy of the 6th Petitioner letter to LOC (Page No. 139).	Ex.P72 — 30-11-2016	Photocopy of the Conciliation notice (Page No. 176).
Ex.P58 — 12-06-2013	Photocopy of the 6th Petitioner letter to LOC (Page No. 140).	Ex.P73 — 27-03-2017	Photocopy of the Petitioner letter to LOC (Page Nos. 177 to 180).
Ex.P59 — 02-08-2013	Photocopy of the 6th Petitioner letter to LOC (Page No. 142).	Ex.P74 — —	Photocopy of the Petitioner letter to Commissioner of EPF Regional Office (Page Nos. 181 and 182).
Ex.P60 — 19-08-2013	Photocopy of the 6th Petitioner letter to LOC (Page No. 143).	Ex.P75 — —	Photocopy of the Petitioner letter to ESIC Regional Officer (Page Nos. 183 and 184).
Ex.P61 — 31-08-2013	Photocopy of the 6th Petitioner letter to LOC (Page No. 144).	Ex.P76 — —	Photocopy of the Petitioner letter to Manager L&T (Page Nos. 185 to 187).
Ex.P62 — 17-12-2013	Photocopy of the LOC enquiry proceeding (Page No. 145).	Ex.P77 — —	Photocopy of the Petitioner letter to Inspector of Factory (Page Nos. 188 and 189).
Ex.P63 — —	Photocopy of the 6th Petitioner letter to LOC (Page No. 146).	Ex.P78 — —	Photocopy of the Petitioner letter to Secretary to Government of Pondicherry (Page Nos. 190 and 191).
Ex.P64 — —	Photocopy of the 6th Petitioner ESI Identity Card (Page No. 147).	Ex.P79 — —	Photocopy of the Petitioner letter to Commissioner of Labour (Page Nos. 192 and 193).
Ex.P65 — 2008-2009 Series	Photocopy of the 6th Petitioner PF Slip (3 pages). (Page Nos. 148 to 152).	Ex.P80 — 22-02-2017	Photocopy of the Petitioner letter to Commissioner of Labour (Page Nos. 194 to 196).
Ex.P66 — —	Photocopy of the Non-acceptance record (6 pages). (Page Nos. 151 to 156).	Ex.P81 — —	Photocopy of the LOC enquiry proceeding (Page Nos. 197 to 201).
Ex.P67 — —	Photocopy of the 6th Petitioner PF Passbook (6 pages). (Page Nos. 157 to 162).	Ex.P82 — 27-01-2016	Photocopy of the Petitioner reply statement to LOC (Page Nos. 202 and 203).
Ex.P68 — —	Photocopy of the 6th Petitioner Bank Statement (Page Nos. 163 to 165).		
Ex.P69 — 17-11-2016	Photocopy of the Claim Statement before LOC (Page Nos. 166 to 167).		

Ex.P83 — 10-11-2017 Photocopy of the Conciliation Failure Report (Page Nos. 204 to 206).

Ex.P84 — 05-02-2018 Photocopy of the Government Order G.O. Rt. 04/AIL/Lab./T/2017 in Gazette (Page No. 207).

List of Respondent's witnesses:

RW1 — 22-06-2022 Thiru Kannan

RW2 — 01-12-2022 Thiru Moorthy

RW3 — 01-12-2022 Thiru Radhakrishnan

RW4 — 21-12-2022 Thiru Ponnusamy

List of Respondent's Exhibits:

Ex.R1 — — Photocopy of the Moorthy Aadhaar Card.

Ex.R2 — 11-11-2021 Photocopy of the Contract Agreement

Ex.R3 — — Photocopy of the wages register settlement (January 2020 and February 2020).

Ex.R4 — — Photocopy of the SBI Statement of Moorthy from 06-02-2020 to 15-02-2020 - 2 pages.

Ex.R5 — 30-12-2020 Photocopy of the Contractor Licence.

Ex.R6 — — Photocopy of the Radhakrishnan Driving Licence.

Ex.R7 — — Photocopy of the Contract licence Registration No. 122/CL/LO(E).

Ex.R8 — — Photocopy of the October 2010, November 2010, December 2010 wage register settlement and June 2016, September 2016 - wage register settlement (5 pages).

Ex.R9 — — Photocopy of the December 2016, January 2017 – details of salary disbursement letter to respondent company (2 pages).

Ex.R10 — — Original authorised letter given by Selvam to Ponnusamy.

Ex.R11 — — Photocopy of the Ponnusamy PAN Card.

Ex.R12 — — Photocopy of the Contract Registration Certificate of Selvam.

Ex.R13 — — Photocopy of the August 2016 and July 2016 – wage register (2 pages).

Ex.R14 — 26-11-2021 Photocopy of the contract between Selvam and respondent management (5 pages).

Ex.R15 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Inspector of Factories.

Ex.R16 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Medical Inspector of Factories.

Ex.R17 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Registering Officer.

Ex.R18 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to Labour Officer (Enforcement).

Ex.R19 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Employment Officer.

Ex.R20 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Apprentice Advisor.

Ex.R21 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Member Secretary, Puducherry Pollution Control Committee.

Ex.R22 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Commissioner, Villianur Commune Panchayat.

Ex.R23 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Station House Officer, Sedarapet Police Station.

Ex.R24 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Director, Directorate of Industries and Commerce.

Ex.R25 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Director (ESIC).

Ex.R26 — 03-08-2023 Photocopy of the Closure of Factory at Puducherry Letter sent to the Regional PF Commissioner.

G.T. AMBIKA,
Presiding Officer,
Industrial Tribunal-cum-
Labour Court, Puducherry.

GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF PERSONNEL AND
ADMINISTRATIVE REFORMS (PERSONNEL WING)

(G.O. Ms. No. 59, Puducherry, dated 21st July 2026)

NOTIFICATION

In pursuance of the MHA Order No. 14020/04/2022-UTS.I, dated 09-07-2026 of the Ministry of Home Affairs, New Delhi, the Lieutenant-Governor, Puducherry, is pleased to relieve Shri Anil Kumar Lal, I.P.S., (AGMUT:2013), Senior Superintendent of Police (HQ), Puducherry, from this Union Territory Administration on the afternoon of 21-07-2026 to take up his new assignment in the Government of NCT of Delhi.

(By order of the Lieutenant-Governor)

Dr. SHARAT CHAUHAN, I.A.S.,
Chief Secretary to Government.

GOVERNMENT OF PUDUCHERRY
JUDICIAL DEPARTMENT

*(No. 905/JUD/CJM/2026,
Puducherry, dated 27th July 2026)*

NOTIFICATION

In exercise of the powers conferred under sub-section (1) of section 12 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS) / sub-section (1) of section 14 of the Code of Criminal Procedure, 1973, (Central Act, 2 of 1974) and in partial modification of the previous Notification No. 392/JUD/CJM/2024, dated 27-03-2024, issued on the subject, the Chief Judicial Magistrate, Puducherry, hereby authorizes the Judicial Magistrates V, VI & VII, Puducherry, in addition to the Fast Track Court at Magisterial Level (for Cases under the Negotiable Instruments Act, 1881), Puducherry, which was constituted as per G.O.Ms. No. 6/2020-LD., Law Department, dated 09-03-2020, as amended from time to time, to exercise jurisdiction over the local limits over which the Fast Track Court at Magisterial Level (for N.I.Act Cases), Puducherry, was hitherto exercising Jurisdiction in respect of all criminal cases arising under section 138 of the Negotiable Instruments Act, with effect from the date of publication of this notification.

E.M.K. YASWANTH RAO INGERSOL,
Chief Judicial Magistrate, Puducherry.

GOVERNMENT OF PUDUCHERRY
DIRECTORATE OF ACCOUNTS AND TREASURIES

Puducherry, dated 30th July 2026.

TENDER-CUM-AUCTION NOTICE

Sealed tenders are invited by the undersigned from eligible individuals, firms, registered scrap dealers and recyclers for the purchase of obsolete and unserviceable general waste articles belonging to the Directorate of Accounts and Treasuries, Puducherry, on "as-is-where-is" and "as-is-what-is" conditions as detailed in the Annexure enclosed.

Terms and Conditions

1. *Submission of Tender* : The sealed tender in the prescribed format, superscribed as "Tender for purchase of obsolete and unserviceable general waste articles", shall be addressed to: