

IN THE INDUSTRIAL COURT/TRIBUNAL AT : MUMBAI
BEFORE SHRI. R.N. AMBATKAR, PRESIDING OFFICER
INDUSTRIAL COURT/TRIBUNAL, MUMBAI

REFERENCE (IT) NO. 21 OF 2018

Maharashtra State Electricity
Distribution Co. Ltd., Prakashgad,
Bandra (East), Mumbai : 400 051. ... FIRST PARTY

VERSUS

Maharashtra Veej Kantrati Kamgar Sangh,
Vishwakarma Bhavan, 185, Shaniwar Peth,
Pune : 411 030. ... SECOND PARTY

CORAM :- R. N. Ambatkar, Presiding Officer,
Industrial Tribunal, Mumbai.

Appearances :- Shri. L. R. Mohite, Advocate for First Party.
Shri. V. P. Vaidya, Advocate for Second Party.

(PART - I AWARD)

ORDER ON INTERIM RELIEF APPLICATION AT EXH.U-4

(Dated : 08.12.2020)

1. The Labour Commissioner, State of Maharashtra, Mumbai by his letter dated 11.07.2018, has referred the present Reference for adjudication under Section 12 (5) of the Industrial Disputes Act, 1947. This Reference is pertaining to the contract labourers of First Party Company. Before the Reference

conciliation proceeding has taken place between the parties. The conciliation proceedings was conducted by Deputy Commissioner *alias Conciliation* officer under the provision of Industrial Disputes Act, 1974. It was the demand of Second party that "all the employees whose names are in annexure and who are employed in the various zone/circle and have been so working for last several years be treated as regular and permanent employees of the MSEDCL. The second demand was in any case the contract employees be given the benefits of same wages as are being drawn by regular employees in similar/equivalent post and arrears there to from initial date of employment. The conciliation proceeding was failed, hence this Reference. In short this reference is pertaining to contract labourers of First Party company engaged in the employment on contract basis and they are aggrieved by fresh recruitment advertisement notice No. 4 & 5 of 2019, which was issued by First Party Company.

2. *Brief contention of the Second Party which emerges from the statement of claim (Exh. U-3) is as follows :-*

(a) The Second Party contended that merely 10000 employees are working through sham and bogus contractors in various circles and divisions. This reference is regarding 743 contract labourers. The tripartition of MSEB took place in the year 2005 and there was general ban on the recruitment in the

Government and Government bodies as a measure of austerity. The said zero recruitment policy continued for merely a decade, several posts had fallen vacant. The vacant posts could not be filled up due to ban on recruitment, but work being performed by permanent and regular employees of the First Party was required to be done as a part of its obligation to the consumers.

(b) In order to overcome the attrition amongst the technical staff, the management of First Party authorized Superintendent Engineer at the circle level to appoint duly qualified persons to do the work of Junior Technician in their respective circles. These Junior Technician were taken through a name lender who was called as a "contractor" in relation to the said employees. The work performed by said employees was at divisional and sub-divisional level spread out, over several areas in the circles. The work was performed under supervision and control of the engineers of the First Party and it was the same work that was earlier performed by the permanent and regular employees. The qualification and other conditions expected of the said employees was as per the standard laid down in the recruitment rules of the First Party. All the concerned employees have passed ITI and have all other necessary qualification to occupy the post of Junior Technician.

(c) The said employees were taken for a fixed period and the contractor had no role to play in either their selection or

supervision or work performed by them. The attendance was maintained by engineers of the First Party and their area of work and operations was decided by First Party. During this employment the contract employees had no occasion to meet their respective contractor.

(d) This continued unhindered for years together and even with the changes of contractor, said employees continued to do their work sincerely and faithfully. The contract employees were paid minimum wages and were not entitled to any other benefits which were available to the regular and permanent employees of the First Party. It is indeed not a fault of the employees who were so appointed that they were required to work on minimum wages through sham and bogus contractor due to ban on recruitment being force in the First Party Company. The tools and materials required for carrying out the work of the First Party company was provided by First Party itself.

(e) Somewhere in 2012 due to lifting of ban on recruitment First Party company came up with novel idea of appointing class IV persons directly on their pay roll as "assistants" on the fixed terms basis and consolidated salary. As many as 1500 vacancies were sought to be filled up by giving a complete go bye to the recruitment rules. The vacancies were advertised on website and notice board of the First Party Company. There was no special consideration like relaxation in educational qualification or age

for the employees employed on contract basis. The Second Party approached in the management and requested to give preference to the contract employee in the recruitment as these employees had already put in several years of employment with First Party. The First Party did not co-operate and its total approach was adamant.

(f) Being aggrieved by advertisement for recruitment the Second Party filed Writ Petition before the Hon'ble Bombay High Court bearing Writ Petition No.5656/2012. The contention before Hon'ble High Court was the recruitment was in breach of recruitment rules and bye-passing employees who have been working for years together during the period of ban on recruitment depriving them on employment and that this recruitment was ex-facie illegal and bad in law. This writ petition was disposed off in terms of the minutes of the order. It was agreed that, even if First Party were permitted to recruit as per advertisement they would not claim vacancies that had been filed up to deny employment to the employees concerned to that petition. The employment of the contract labour would be subject to outcome of the reference for absorption and regularization that may be adjudicated by Industrial Tribunal at Thane. The Government of Maharashtra was pleased to refer the dispute under Reference came to file before Industrial Court at Thane (Reference (IT) No. 48/2012). That, despite the recruitment of

persons pursuant to the order of reference employees concerned in the reference continued in the employment of the First Party. Meanwhile, another employees working on similar line as contract employees in another circle and division also joined the Second Party union.

(g) Despite these facts, Second Party was surprised to see two advertisements being advertisement No.4 of 2019 for recruitment of 5000 'Vidyut Sahayak' and advertisement No.5 for recruitment of 2000 'Upkiendra Sahayak'.

(h) The employees concerned in the reference are working on the said post which may be occupied by 7000 employees proposed to be recruited by First Party Company. Most of the contract employees have crossed the age limit prescribed in the advertisement and those are in-eligible to apply for the post. The contract employees were engaged and employed for years together through sham and bogus contract and they are entitled to be absorbed in the employment of the First Party company. The employment through contractor is mere and ruse and mere name lender.

3. By this interim relief application, Second Party has prayed to direct the First Party company to continue the employment of the contract employees till hearing and disposal of this Reference. It is prayed that, pending hearing and disposal of the Reference direct the First Party not to terminate the

employment of the contract employees pursuant to advertisement No.4 & 5 of 2019 and also to direct the First Party to maintain status quo of the employment of the concerned employees.

4. The First Party has filed reply to the statement of claim (Exh.C-4). The First Party has raised preliminary objection to maintainability of the Reference. It is contended that, this Court has no territorial jurisdiction to adjudicate the Reference. It is contended that, Second Party is not entitled for any relief as they are not in the employment of the First Party Company. The members of the Second Party were employed through contractors. The First Party is not having control over the service conditions of these employees and their service conditions are governed by the terms and conditions of the contract entered into between the First Party and contractor. The Second Party had filed Writ Petition No.9669/2019 before Hon'ble Bombay High Court challenging the recruitment. The Writ Petition was rejected and no reliefs was granted to the members of the Second Party. Not a single employee involved in the reference has been gone through process of recruitment at any time on their so-called appointment and First Party has not issued any letter of appointment to them, the contract employees cannot be absorb in regular employment. After disposal of Writ Petitions No. 5656/2012, 5438/2012, 5489/2012 and 6111/2012 to

the Reference (IT) No.48/2012 was referred before Industrial Tribunal at Thane. The Industrial Tribunal has rejected the interim relief application of Second Party. The interim order came to be challenged by Second Party before Hon'ble Bombay High Court and Hon'ble Bombay High Court has directed Industrial Tribunal, Thane to expeditious disposal of the Reference.

5. It is the contentions of First Party that initially there was ban on fresh recruitment since the year 1982 till the year 2011. There was no recruitment in the First Party Company. During this period First Party chosen for out sourcing the work as per the direction of Government of Maharashtra. By Government Resolution dated 31.07.2003 and direction and guidelines from the Government, it was decided to assign the work of the First Party to local institutions and accordingly work was out sourced to the eligible contractors. The contract between First Party and the contractors is governed by terms and conditions of the work order. There was specific period for the contract, after completion of the fixed period First Party was supposed to invite fresh tenders. While engaging new contractor, it was not binding on him to engaged workmen of previous contractors. Wages of the contract labourers were paid by contractors. The contract is genuine and bonafide.

6. It is further contended that, the ban on recruitment has been lifted and hence corporate office of the First Party has taken a decision to recruit persons in technical cadre on the post of Vidyut Sahayak (Electrical Assistant) and accordingly process of recruitment has been started. The contract labourers may participate in the recruitment process. It is contended that, the application filed by Second Party for interim relief is totally false and is based on misconceived facts. The Second Party is not entitled for the reliefs claimed in the reference. The Second Party is not entitled for the interim relief.

7. After going through the rival contentions, following points arise for my discussion and I have recorded my findings for the reasons given below :-

<u>Sr.No</u>	<u>POINTS</u>	<u>FINDINGS</u>
01)	Whether a strong prima facie case has been made out for the grant of interim relief ?	Partly in the Affirmative
02)	Whether the balance of convenience lies in favour of the Second Party ?	Partly in the Affirmative
03)	Whether the Second Party is likely to suffer irreparable loss if the relief is not granted ?	In the Affirmative
04)	What order ?	As per final order

:- REASONS :-

8. The Labour Commissioner has referred one another reference of similar type (Reference (IT) No.33/2019), identical application for interim relief was filed by Second Party union and interim relief application has been decided by passing Part-I Award.

AS TO POINT NOS. 1 to 3 :-

9. In order to avoid repetition, have taken aforesaid 3 points for my discussion simultaneously. Heard Ld. Advocate Shri.V.P.Vaidya for the Second Party and Ld. Advocate Shri.L.R.Mohite for the First Party Company in Reference (IT) No.33/2019. In this case, Ld. Advocates have adopted their arguments and submissions that was advanced in other Reference (IT) No.33/2019.

10. Ld. Advocate Shri Vaidya for the Second Party submitted that, Second Party has advanced annexure to the statement of claim wherein names of contract employees have been mentioned. These contract employees are working in different area, different division in the State of Maharashtra and they were employed through various contractors. The contractors have been changed time to time and the contract employees remained continued in the service of the First Party on the basis of sham and bogus contract between First Party and

various new contractors. Besides this fact all the contract employees are working directly under the supervision and control of the officers of the First Party. The contract employees have been employed considering their adequate qualification and eligibility. Their wages have been decided by the First Party. The attendance of the contract employees is maintained by First Party itself. These employees have worked for the First Party for several years under supervision of the First Party Officers. The contract between contractors and First Party is sham and bogus. The contract employees have not been given wages and other benefits which were payable to the regular employees working on similar post.

11. He submits that, to continue the contract employees on temporary post for years together is "unfair labour practice under the Industrial Disputes Act, 1947". These contract employees were engaged and employed by First Party as there was ban on recruitment. For this reason, it cannot be said that the entry of the contract employees was back door entry in the services of the First Party. The ban on recruitment was lifted in the year 2011 and First Party issued advertisement No.1 and 2 in the year 2012 for recruiting permanent employees. The Second Party had put the demand before the concerned officers and authorities of the First Party and requested to absorb the contract employees in the permanent services of the First Party.

The adamant approach of the First Party, constrained the Second Party to file Writ Petition before Hon'ble Bombay High Court. The First Party and Second Party filed 'minutes of order' before Hon'ble Bombay High Court. The parties had decided to make reference to the Government and it was decided that during this period the services of the aggrieved contract employees shall be protected till the outcome of the Reference which may be made by the Government. He submits that in Reference before Industrial Tribunal at Thane being Reference (IT) No.48/2012, Second Party had filed interim relief application for the protection of services of contract employees during pendency of the Reference and to restrained the First Party from filing up the vacancies through recruitment process. It was rejected by Industrial Tribunal at Thane and Part-I Award was challenged before the Hon'ble Bombay High Court. Hon'ble Bombay High Court quashed and set-aside the order passed by Tribunal and First Party was directed not to disturb the services of the contract employees till outcome of the Reference. Ld. Advocate submits that, during decision of the Hon'ble Bombay High Court in Writ Petitions No.2116/2013, 2147/2013 and 2325/2013, it is apparently clear that the Second Party is having strong prima facie case and balance of convenience. The grievances of the Second Party in the Reference is genuine. In view of the decision of the Hon'ble Bombay High Court, First Party is under obligation to continue

the employment of the employees till outcome of the Reference. Ld. Advocate submits that, the services of the contract employees be protected and the First Party be restrain from filing up the vacant posts pursuant to the advertisement notice No. 4 & 5 of 2019.

12. Ld. Advocate Shri. L.R. Mohite for the First Party has opposed the submissions of Ld. Advocate for the Second Party. He submits that, it is the contentions of First Party itself that the contract between contractors and First Party is sham and bogus, then in this situation, the contract employees who are rendering their services for First Party cannot be continued. He submits that employment of the First Party is public employment and after lifting of the ban on the recruitment in the year 2011, First Party has issued advertisement notice No. 4 & 5 in the year 2019. Similar advertisement notice was issued in the year 2012. He submits that if contract employees are absorbed in the services of the First Party then that cannot be a back door entry denying the rights of the public at large to participate in the recruitment process. He submits that there is heavy work load on the employees of the First Party and it is very much necessary to for the First Party to recruit new employees in class IV category. If the First Party is restrained from recruiting new employees the whole system of the First Party shall collapse. He submits that greater hardship would be

caused to the First Party and consequently to the public at large. He submits that, Hon'ble Bombay High Court in various Writ Petitions has never put any stay on the recruitment process of the First Party and this Tribunal cannot grant any stay and cannot restrain the First Party from recruiting new employees. First Party is following due procedure, rules and regulations while recruiting fresh employees. Further he submits that, this Court is not having territorial jurisdiction for the adjudication of the present Reference.

13. The Second Party has no legal rights to make any allegations that the contract of employment is sham and bogus and that contract employees are the employees of the First Party. There is absolutely no prima face case and balance of convenience is not in favour of the Second Party. The contractors of the employees are maintaining separate attendance muster. They are paying wages to the employees after deducting the amount of PF and ESIC etc. There is absolutely no substance in the contentions of the Second Party Union and hence the application for interim relief deserves to be rejected.

14. It is admitted fact that, in the year 1982 Government of Maharashtra had put ban on fresh recruitment in the various cadres and in the various departments of the Government. For this reason, no recruitment has been made out by the First Party till the year 2011. During this period there was enormous

demand of electricity by public at large, the population was tremendously increased. There was heavy work load on the employees of the First Party and it was impossible to cope up with available manpower with the First Party and hence the First Party had chosen the option for outsourcing the work by engaging contract labours. As per directions of the Government of Maharashtra and circular issued by it and in accordance with the guidelines, First Party assigned the work on contract basis by preference to various societies. For the First Party there was no alternate to outsource the work for bonafide reason. The Maharashtra Electricity Regulatory Commission (MERC) had also prohibited the First Party company from making any recruitment which was subsequently came to be allowed. The First Party invited tenders/quotations for providing skilled and unskilled contract labour. After receipt of tenders/quotations, those were evaluated by the Competent Committee and after scrutinizing all the legal documents and satisfying the requirements contractors were engaged to supply manpower to the First Party. Accordingly, work orders were issued to the contractors containing all terms and conditions. The aggrieved members of the Second Party are contract labourers of the First Party who were assigned duties of 'Electrical Assistants'. Repeatedly contracts were renewed. New contractors were engaged. These contract labourers certainly have assisted the First Party in executing its functions i.e. distribution and

management of electricity. The First Party after lifting ban on recruitment had issued advertisement No.1 & 2 in the year 2012 and for the first time the contract employees got cause on action to agitated their grievance. It was their contentions that, they have rendered their services for the First Party for the continuous long period and have this reason they are required to be deserves in the permanent services of the First Party.

15. When demand of Second Party were not considered by Appropriate Authority of the First Party, Writ Petition No. 5656 of 2012 was filed before the Hon'ble Bombay High Court, were First Party and Second Party executed 'minutes of order'. It was submitted to the Hon'ble High Court and on that basis by order dated 27.08.2012, Writ Petition No.5656/2012 came to be disposed off. In this order Hon'ble High Court has said that, the parties have tendered '*Minutes of Order*' duly signed by them. The '*Minutes of Order*' are taken on record and Hon'ble Bombay High Court directed that, the services of the workmen shall be protected for a period of four weeks if the decision on the interim relief in industrial adjudication is against the workmen. Before the Hon'ble Bombay High Court, the parties agreed to take the dispute to the State Government for Reference under the Industrial Disputes Act, 1947. Thereafter, the parties were at liberty to refer the Reference to the Industrial Adjudicator at Thane for deciding the points i.e., (a) *whether the contracts*

between the contractors and MSEDCL for engaging the workers are sham, nominal and camouflage ? and ; (b) whether the workers enlisted to the Petition, are employees of MSEDCL ? If yes, whether they are entitled to permanent status and to receive the benefits of regular pay-scale as applicable to their respective posts along with consequential benefit ?

16. Accordingly, the Reference (IT) No. 48 of 2012 was filed before the Industrial Tribunal at Thane. The Second Party had filed interim relief application praying the reliefs for protection of services of the contract employees and for restraining the First Party from recruiting fresh employees. The Industrial Tribunal at Thane by order dated 07.02.2013, rejected the interim application and recorded the finding that, there is no strong prima facie case and balance of convenience is not in favour of the Second Party. This order was challenged by filing Writ Petition No. No.2116 of 2013 before the Hon'ble Bombay High Court. In this Writ Petition Hon'ble Bombay High Court has observed as follows :

“(I) The impugned order of 7 February 2013 is quashed and set aside. There will be interim relief in terms of clause (4) of the Minutes of Order, which were taken on record by the Division Bench of this court on 27 August 2012 in Writ Petition No.5656/2012 and others, for a period of six months from today. It is made clear that this

interim relief implies that the Respondent shall not to disturb the services of the workers enlisted in the petition. It is also made clear that in case the Petitioner union or enlisted workmen have any grievance in relation to their service conditions, the same may be agitated before the Industrial Tribunal”.

Further, the Hon'ble Bombay High Court directed the Industrial Tribunal at Thane to dispose of the Reference expeditiously. From the aforesaid order of the Hon'ble Bombay High Court, it is apparently clear that, the First Party was not supposed to disturb the services of the contract labourers till the final disposal of the Reference pending before the Industrial Tribunal at Thane. The order passed by the Industrial Tribunal, Thane dated 07/02/2013 has been quashed and set aside by the Hon'ble Bombay High Court.

17. Similar situation has arisen later on and for this reason the present Reference has been referred by Labour Commissioner. The facts in the present Reference and the facts in the Reference (IT) No. 48 of 2012 pending before the Hon'ble Industrial Tribunal Thane are identical.

18. It is an undisputed fact that, the contract labourers have rendered long services for the First Party. These contract labourers through their contractors were engaged in a peculiar circumstances that is due to the ban on regular recruitment in

the various cadres of the First Party. It cannot be said that, these contract labourers have joined the services of the First Party, through back door entry. The First Party has followed the procedure. It has invited the tenders / quotations from the contract labourers and after verifying their eligibility, the contractors were given work orders for supplying the manpower. The aggrieved labourers in the present Reference have joined the services through their contractors. It is alleged by the Second Party that, these contracts are sham and bogus as those deprives the rights of the contract labourers. In the present Reference, it is the issue before the Tribunal ; whether the contracts between the contractors and the First Party is sham and bogus and ; whether declaration of permanency and regular employment in the category of junior technicians can be granted to the contract labourers who joined the services of the First Party through contracts.

19. The Hon'ble Industrial Tribunal at Thane has rejected the Interim Application of the Second Party, wherein, it was prayed to direct the First Party Company to continue the employment of the contract labourers and to restrain the First Party from filling up the vacancies pursuant to the advertisement. As said above, the Second Party has approached the Hon'ble Bombay High Court and challenged the order of the Industrial Tribunal, Thane. The Writ Petition No.2116 of 2013

has been disposed of by the Hon'ble Bombay High Court after quashing and setting aside the order of the Industrial Tribunal, Thane. The said Tribunal was directed to dispose of the Reference expeditiously. It was directed by the Hon'ble High Court to the First Party not to disturb the services of the contract labourers during the pendency of the Reference. In my view, this gives a strong prima facie case to the Second Party. The balance of convenience also lies in favour of the Second Party. In view of the order passed by the Hon'ble Bombay High Court in Writ Petition No. 2116 of 2013, the services of the contract employees are required to be protected till the outcome of the present Reference. If the aforesaid relief is not granted, there will not be uniformity of the reliefs in respect of the contract labourers. The services of the contract labourers involved in this Reference are required to be protected subject to the decision of the present Reference. As far as the relief prayed by the Second Party to restrain the First Party from filling up the vacancies pursuant to the advertisement notice Nos.4 and 5 of 2019 is concerned, I am of view that, this relief cannot be granted. The First Party is at liberty to proceed with its recruitment process. The First Party is a public sector industry and is also a statutory body constituted under the Electricity Act. The employment in the First Party Company is a public employment and as per the mandate of the Constitution, public

at large should get equal opportunity of the employment in the First Party Company.

20. In view of the observations, I conclude with the finding that, the contract employees concerned with this Reference are entitled for the protection of their services subject to the outcome of the present Reference. The Second Party is not entitled for the relief claimed in terms of Prayer Clause No. 5(b) of the Interim Application.

21. The First Party in their reply has raised the objection that, this Tribunal has no territorial jurisdiction to entertain the present Reference. It is their contention that, the employees involved in the Reference are from different places of State of Maharashtra. None of the employee is from Mumbai district and for this reason, this Tribunal has no territorial jurisdiction to entertain the Reference. It is contended that, in case of Reference (IT) No. 48 of 2012, the parties to the Reference had agreed to make a Reference before the Industrial Tribunal, Thane and due to the order passed by the Hon'ble High Court in Writ Petition No. 5656 of 2012, pursuant to the '*Minutes of Order*', the First Party had not raised any objection regarding territorial jurisdiction before the Tribunal at Thane.

22. It is pertinent to note that, the corporate Office of the First Party is situated in Mumbai. The aggrieved contract labourers are from various districts from the State of

Maharashtra. If these contract employees file separate References before the various Industrial Tribunals in the Maharashtra, there may not be uniformity in the orders. It appears that, the Second Party has chosen the Industrial Tribunal at Mumbai for filing the present Reference. This Reference has been referred by the Labour Commissioner, Maharashtra at Mumbai. As the corporate Office of the First Party is situated in Mumbai, I am of view that, this Tribunal is having territorial jurisdiction to entertain and decide the present Reference. In my opinion, there is no need to frame preliminary issue regarding the jurisdiction.

23. The Learned Advocate for the First Party has relied on the observations of the Hon'ble Bombay High Court in the case IDBI Bank ltd., V/s. Bhartiya Kamgar Sena and Others [Writ Petition No.4395 of 2018 ; decided on 15/06/2018). In this judgment, it has been held that, “no interim relief should be granted in the proceedings where the employer-employee relationship is through a sham and bogus contractor”. It is the submission of the Learned Advocate for the Second Party that, the matter pertaining to IDBI Bank and the order relied upon by the First Party Company is not applicable to the present set of facts. The facts in the present case are distinguishable and different from the facts involved in the matter of *IDBI Bank (supra)*.

I have gone through the judgment of the Hon'ble Bombay High Court in the case of IDBI Bank cited supra. In the present case, it is undisputed that, the employees concerned in the present Reference have been working and doing the work of permanent and perennial nature of the First Party for years together although there has been a change of contractor. The employees have continued to work with the First Party Company. Undisputedly, the employees are fully qualified to hold the posts and they have in fact, been selected by the Officers of the First Party Company. It is not upon for the risk of the First Party Company to terminate the services of these employees and engage another set of contract employees. The Second party is seeking interim relief in terms of their particular class as stated in the Application for Interim Relief. The letter of the First Party written by the Managing Director clearly shows that, the First Party is holding that, more than five thousand contract employees would be required irrespective of filling up the vacancies of regular employees. Further, it is yet to be decided, whether the contract between contractors and First Party regarding engaging contract employees is sham and bogus. It appears to me that, the judgment of the Hon'ble Bombay High Court in the case of *IDBI Bank (supra)* is not perfectly applicable to the set of facts involved in the present case.

24. In view of my above observations, I answer Point Nos. 1 & 2 partly in the Affirmative. If the Interim Relief in terms of Prayer Clause No. 5 (a) of the Interim Relief Application is not granted, there will be diversity in the orders and reliefs granted to the contract labourers and the contract labourers involved in the present Reference would suffer irreparable loss by losing their services. Hence, I answer Point No.3 in the Affirmative and I pass following Part First Award :-

:- PART - I AWARD :-

- (i) The Interim Relief Application is partly allowed.
- (ii) The First Party Company shall continue the employment of contract employees enlisted in Annexure-B of the statement of claim till final decision of this Reference.
- (iii) The employment of these contract labourers shall be subject to the outcome of the Reference.
- (iv) Copies of this Part-I Award be sent to the Appropriate Government for publication.

Sd/-

Date :- 08/12/2020.

(R.N.AMBATKAR)
Member/Presiding Officer,
Industrial Court/Tribunal Mah.,
Mumbai