

In the Court of Labour Court, Kancheepuram.

**Present: Tmt.S.Sujatha, M.A.M.L.,
Presiding Officer, Labour Court,
Kancheepuram.**

Wednesday, the 10th day of June 2026

C.P.No.7/2024

CNR No.TNKP18-000022-2024

M.Sampath,
S/o.Mari,
No.14, Thulukanathamman Kovil Street,
Ambedkar Nagar,
Nandhivaram Guduvancheri,
Chengalpattu Taluk & District- 603 202. --- Petitioner

//vs//

Commissioner/President,
Nandhivaram Guduvancheri Municipal council,
Nandhivaram Guduvancheri,
Chengalpattu Taluk,
Chengalpattu District - 603 202. --- Respondent

This petition came up on 15.05.2026 for final hearing before this court in the presence of M/s.P.Meenakshi Advocate for the Petitioner and M/s.A.Raju, A.Vanitha, M.Mugesh, R.ShamSundar and S.Boomika Advocates for the respondents and upon perusal of records and hearing the both side arguments and having stood over for consideration till this day, this court delivered the following

ORDER

1. Petition filed by the petitioner u/s.33C(2) of ID Act.1947, praying to direct the respondent management to compute the money value of Rs.1,90,624/- from 01.12.2017 to 31.03.2023 being the balance salary along with interest as per G.O..(2D) No.62 dated 11.10.2017.

2. The brief averments of the petition

Petitioner was employed as Sanitary Worker by respondent then Town Panchayat (presently Municipality) in the year 2008 and was directly interviewed by the respondent and was placed in the said post. Petitioner served in good and honest manner. Petitioner's initial salary was Rs.2000/- and later the salary was gradually increased from time to time and present monthly salary is Rs.11,500/-.

Duty hours of petitioner was from 6.00am to 3.00pm. Petitioner was performing the said work under the directions and instructions of officials of respondent. Leave was also granted only by the Officials of respondent.

The Government of Tamil Nadu has issued a G.O.No.(2D).No.62, dated 11.10.2017. As per the said Government order by Department of Labour and Employment, Tamil Nadu, have fixed and notified the basic salary for all workers in Municipal Corporation, Municipality, Town Panchayat, Panchayat under the Minimum Wages Act, 1948, according to their grade-wise performance. Further, it is stated that the basic salary should be increased for

every point when the consumer Price Index of Chennai City rises above 161 points and for each point Rs.37.25 to be paid with monthly basic salary.

Petitioner sent a request letter to the respondent on 20.03.2023 by registered post to fix the basic salary and D.A. as per Government order G.O. (2D)No.62 dated 11.10.2017 and to pay the outstanding balance salary. Respondent has not replied for the same. The petitioner is living in a very difficult and miserable situation with the meager salary currently being paid by the respondent.

As per above said G.O. Petitioner is entitled for the following amount towards arrears of salary. For the period from

- 1) 01.12.2017 to 31.03.2018 - 4 months = Rs.14,004.00
- 2) 01.04.2018 to 31.03.2019 -12months = Rs.44,700.00
- 3) 01.04.2019 to 31.03.2020 -12months =Rs.24,276.00
- 4) 01.04.2020 to 31.03.2021 -12months =Rs.30,984.00
- 5) 01.04.2021 to 30.11.2021 -8 months =Rs.16,232.00
- 6) 01.12.2021 to 15.12.2021 - 15 days =Rs.1,014.50
- 7) 16.12.2021 to 31.12.2021 - 15days =Rs.2,014.50
- 8) 01.01.2022 to 31.03.2022 - 3Months =Rs.10,587.00
- 9) 01.04.2022 to 31.03.2023 -12 Months =Rs.46,812.00

The total arrears salary from 01.12.2017 to 31.03.2023 is Rs.1,90,624.00.

Hence to direct the respondent management to compute the money value of Rs.1,90,624/- from 01.12.2017 to 31.03.2023 being the balance salary along

with interest, in accordance with the Government Order G.O.(2D) No.62, dated 11.10.2017 and for other reliefs.

3. The averments in the counter filed by the respondent :-

All the allegations except those which are expressly admitted herein are denied as false.

The petition u/s.33(c)(2) of ID Act. is not maintainable. The computation petition u/s.33(c)(2) can be filed seeking the dues only if there is any pre-existing right. There is no relationship of employer and employee between the petitioner and the respondent.

Nandhivaram Guduvancheri Municipality then Town panchayat was upgraded into the Municipality. Petitioner was never working as a sanitary worker with this respondent. The list of employees who were working in the Nandhivaram Guduvancheri Town Panchayat that was handed over to the Nandhivaram Guduvancheri Municipality does not contain the name of the petitioner. The list of employees who were working in the Nandhivaram Guduvancheri Town Panchayat at the time of its upgradation into the Municipality had been handed over to the then Commissioner along with their service registers. The name of the petitioner does not appear in such list of employees and there is no service register in the name of the petitioner. There is no such register to evidence that the petitioner was working in the Town Panchayat or in the Municipality, subsequently.

Apart from the regular Sanitary workers of the Nandhivaram

Guduvancheri Municipality, the work of sanitation is also outsourced to the private contractors as per the instructions of the Government. The work of solid waste management is outsourced to the extent of 40% of the total works. The said workers are not employees of the respondent herein. The petitioner herein could be one such person.

The said contractors are paid the agreed amount as per the tender and they are responsible for the solid wastes collection and for ensuring that the work is carried out with sufficient workers or machinery. The said contractors are the employers in so far as the said workers are concerned. Therefore if at all the petitioner is working under such a contractor, the claims can be raised only as against the said contractor and not the Municipality. Petition is not maintainable without impleading the contractor.

The G.O.(2D) No.62 dated 11.10.2017, applies to only the employees under the Municipality and other local bodies and the same cannot be claimed by the petitioner as the petitioner is not at all employed by the Municipality at any point of time. The said G.O. has no application as petitioner is employee of private contractor and the terms of employment to be worked out only between them. The said G.O. does not apply as against respondent Municipality.

No such letter dated 20.03.2023 was received by this respondent. Such letter does not amount to a determination of petitioners right to justify invoking jurisdiction u/s.33 of ID Act. The petitioner was not even working under the Municipality and the petitioner is not known to the respondent herein.

The claim of the petitioner as against this respondent is not maintainable and this petition is liable to be dismissed.

4. On the side of the petitioner, petitioner has been examined as PW1 and Ex.P1 to P13 are marked and PW2 has been examined and Ex.P14 & P15 are marked. On the side of the respondent RW1 has been examined and Ex.R1 to R21 are marked, RW2 has been examined and Ex.R22 to Ex.R25 are marked, RW3 has been examined and Ex.R26 to Ex.R41 are marked, RW4 has been examined and Ex.R42 & Ex.R43 are marked.

5) The following points arises for determination

1. Whether there is employer-employee relationship between respondent and petitioner?
2. Whether petitioner is entitled to claim differences in salary as per G.O.(2D) No.62 dated 11.10.2017 ?
3. To what other relief?

Answer to Issue No. 1

6. The case of the petitioner is he joined service of respondent as sanitary worker in the year 2008 and he was initially paid only a sum of Rs.2000/- towards salary and thereafter the same was gradually increased to Rs.11500/-. Whereas as per G.O.(2D).No.62 at 11.10.2017, they are entitled to Minimum Wages fixed in the said G.O., and hence this computation petition is filed claiming differences in the salary as arrears.

7. On the other side the contention of the respondent is that, there is no employer employee relationship between them, Petitioner is a contract labourer, they can have their claim only against their contractor, at the time of upgradation of Nandhivaram Guduvanchery Town Panchayat as Municipality, list of employees who were working in the Nandhivaram Guduvanchery Town Panchayat were handed over to, then Commissioner alongwith their service Registers, the petitioner name does not appear in the said list of employees, there was no such register to evidence that petitioner was working in the Town Panchayat or Municipality, and hence this petition is not maintainable.

8. Petitioner to prove his case has examined himself as PW1 Petitioner had filed Ex.P1 the identity card copy issued to petitioner by respondent. Perusal of the same reveals that the said identity card had been issued to petitioner by Tamil Nadu Government Nandhivaram Guduvanchery Town Panchayat signed by is Executive Officer. In the said, identity card, petitioner is designated as Temporary Sanitary worker.

9. RW1 who is Sanitary Officer under respondent in his cross examination has stated as follows:-

மனுதாரர்களை எனக்கு நன்றாக தெரியும். 2008லிருந்து பேரூராட்சியாக

இருந்த சமயத்தில் இருந்து வேலை பார்த்து வருகிறார்கள் என்றால் ஆமாம்.

ம.சா.ஆ.1 ஆனது சம்பத்துக்கு வழங்கப்பட்ட அடையாள அட்டை என்றால்

ஆமாம். அந்த அடையாள அட்டையில் தற்காலிக துப்புரவு பணியாளர் என சொல்லப்பட்டுள்ளது என்றால் ஆமாம்.

Further has adduced as follows

2008 ஆம் வருட காலகட்டத்தில் அவர்கள் ஒப்பந்த தொழிலாளர்களாக வேலை பார்த்தார்களா என்றால் இல்லை தொகுப்பூதிய அடிப்படையில் செயல் அலுவலரின் உத்தரவின் பேரில் வேலை பார்த்து வந்தார்கள்.

10. When it is stated in the counter that petitioner was contract labourer contra to the same, RW1 has stated that petitioner is not a contract labourer whereas he was working under the directions of the Executive Officer of respondent on consolidated payment. Such evidence is against their pleadings in the counter. From the said evidence there is admission on the side of the respondent that petitioner is not a contract labourer. When RW1 in his cross examination has stated that petitioner was working under the Executive Officer of respondent, Ex.P1 Identity Card issued to PW1 also reflects that the same is signed by Executive Officer of respondent. So on the above oral and documentary evidence it comes to know that petitioner since 2008 had been working under respondent on consolidated payment.

11. Petitioner has further stated that he joined service under respondent when it was Town Panchayat and continued his service even after upgradation as Municipality.

12. The contention of the petitioner that Nandhivaram Guduvanchery Town Panchayat was upgraded as Municipality is not denied or disputed by respondent. When the Sanitary Officer RW1 in his cross examination has stated that petitioner is not a contract labourer but was engaged on consolidated pay, respondent had examined, Manager of one contractor namely Green Agro Environment Service Private Limited as RW2.

RW2 has been examined under the Authorisation letter Ex.R22. Through RW2 the Circular dated 24.08.2022 under G.O.No.116 is filed as Ex.R23.

13. Perusal of Ex.R22 reflects that one Manokar is the Proprietor of said Green Agro Environment Service and the same had been incorporated on 08.05.2015, had commenced the production business on 08.05.2015 and its date of UDYAM Registration is on 21.12.2020 and the said Trade name had been registered on 02.08.2018 for the period of validity from 01.07.2017 and from the proceedings of the Commissioner Maduranthagam Municipality, in ந.க.எண்.1136/2023/இ1 dated 08.09.2023, the contract had been renewed to said Green Agro Environment Services. The said proceedings of Madurantagam Municipal Commissioner reflects that Green Agro Environment Service is Contractor for Madurantagam Region. The entire Ex.R22 reflects that the said Green Agro Environment Service had been registered only on

02.08.2018 and it is involved in contract work only in respect of Madurantagam Region.

14. It being so, when petitioner claiming that he is Sanitary Worker ever since 2008 under Nandhivarman Guduvanchery Municipality, and the same is not denied, how it is possible for Green Agro Environment Service which had been registered only in the year 2018 that too for the region of Madurantagam to engage petitioner as contract labourer under them. Hence from the evidence of RW2 petitioner is a contract labourer is not proved.

To add strength to the case of the petitioner RW2 in his cross examination has adduced as follows :-

மனுதாரர்கள் எங்கள் நிறுவனத்தில் பணி புரியும் ஒப்பந்த தொழிலாளர்கள் என்றால் ஆமாம். எதிர்மனுதாரர் நந்திவரம் கூடுவாஞ்சேரி நகராட்சி மன்றம் சார்பாக சாட்சியம் அளிக்க வந்துள்ளேன் என்றால் ஆமாம். கிரீன் அக்ரோ என்விரான்மென்டல் சர்வீசஸ் லிமிடெடில் மேலாளராக பணிபுரிகிறேன் என்றால் ஆமாம். 01.06.2023 முதல் எதிர்மனுதாரர் நகராட்சிக்கு ஒப்பந்த தொழிலாளர்களை அனுப்பி துப்புரவு பணி மேற்கொண்டு வருவதாக பிரமாண வாக்குமூலத்தில் சொல்லி உள்ளேன் என்றால் ஆமாம். 01.06.2023க்கு முன்னர் மனுதாரர்கள் எதிர்மனுதாரர் நகராட்சியில் நேரடி துப்புரவு பணியாளர்களாக

வேலை பார்த்தார்களா அல்லது ஒப்பந்த தொழிலாளர்களாக வேலை

பார்த்தார்களா என்ற விவரம் தெரியாது. எங்கள் நிறுவனம் 08.09.2023ல்

ஒப்பந்ததாரராக புதுப்பிக்கப்பட்டுள்ளது என்றால் ஆமாம். மதுராந்தகம் தனி

தாலுகா வண்டலூர் தனி தாலுகா என்றால் ஆமாம். கூடுவாஞ்சேரி நகராட்சி

வண்டலூர் தாலுகா கீழ் வருகிறது என்றால் ஆமாம். அங்கீகார கடிதத்துடன்

08.09.2023 மதுராந்தகம் நகராட்சி செயல் ஆணையரின் செயல்முறை ஆணை

தாக்கல் செய்துள்ளேன் என்றால் ஆமாம். கூடுவாஞ்சேரி நகராட்சி ஆணையர்

அவர்களின் செயல்முறை ஆணை தாக்கல் செய்யவில்லை என்றால் ஆமாம்.

நந்திவரம் கூடுவாஞ்சேரி நகராட்சி கீழ் ஒப்பந்ததாரராக நாங்கள்

செயல்படவில்லை என்றாலும் அதனால் தான் எங்களுக்கு அவர்கள் கீழ்

வேலை செய்வதற்கான பணி ஆணை எதுவும் தாக்கல் செய்ய இயலவில்லை

என்றால் சரியல்ல. மனுதாரர்கள் எங்கள் கீழ் பணிபுரியும் ஒப்பந்த

தொழிலாளர்கள் என சொல்கிறேனா என்றால் ஆமாம். எந்தெந்த

தொழிலாளர்கள் எங்கெங்கு சென்று துப்புரவு பணி மேற்கொள்ள வேண்டும்

என அவர்களுக்கு பணி ஒதுக்கி ஆணை எதுவும் எங்களால்

வழங்கப்படவில்லை. மனுதாரர்கள் யாரும் எங்கள் நிறுவனத்தின் கீழ் வேலை செய்யும் ஒப்பந்த தொழிலாளர்கள் இல்லை என்ற காரணத்தினால் தான் அவர்களுக்கு பணி ஒதுக்கீடு ஆணை எதுவும் எங்களால் வழங்கப்படவில்லை என்றால் தவறு.

From the above evidence RW2 is trying to state that petitioner is contract labour under them. For the said contention RW2 has not produced any piece of evidence. On the side of the Green Agro Environment Service no document is produced to show the list of contract labourers engaged by them to perform the work on behalf of the respondent. When petitioner has questioned the validity and genuineness of their tender participation to engage Contract Labourers, they have miserably failed to produce the related documents to prove that they are genuine contractors engaged to supply man power to respondent.

15. Further Ex.R23 G.O. is passed only on 24.08.2022 to engage contract labouers for Solid Waste Management. In such Circumstances, Green Agro Environment Service Limited can be authorised to engage contract labourers only after 24.08.2022. When petitioners are employed under respondent even from 2008, how they can claim that petitioner was supplied by them to respondent is highly shocking and unacceptable.

16. Further RW24 waste collection details for the period from 01.07.2023 to 31.07.2023 is filed. The said details are related to Madurantagam

Region and not to Nandhivarman Guduvanchery Region. Further it is only for the period from 01.07.2023, in the said document only figures in respect of workers engaged by them in solid waste management is found place. The list of workers engaged by them not furnished. In the absence of the same, how it is possible to come to conclusion that petitioner is one of the contract labourer engaged by them. There is no material evidence produced to show that petitioner was paid wages/ salary through Green Agro Environment Service Private Limited. When G.O. had been passed only in the year 2022, during which period the said services had become successful contract bidder is not proved by them.

17. Further there is no proof or evidence produced to show that contractors engaged in Madurantagam region were authorised to Supply Man Power to Nandhivaram- Guduvanchery Municipality Region also.

It is clear from the evidence of RW2 and Ex.R22 to R24 that the oral and documentary evidence as created for the purpose of this case, in order to deceive the court proceedings. Hence evidence of RW2 and Ex.R22 to R24 are not reliable to come to conclusion that petitioner is contract labourer under Green Agro Environment Service Private Limited.

18. The respondent to make their stand strong, has examined Sanitary Inspector of respondent as RW3. He has produced Circular dated 23.01.2019 regarding Solid Waste Management as Ex.R26. It is only the direction given by the Office of Commissioner of Municipal Administration regarding solid waste

management. Ex.R25 is also the related circular. It is not relevant to decide whether petitioner is a contract labour or not.

19. Ex.R27 is the Tender Schedule by respondent issued on 25.01.2022 to One Blue Gold Solutions for outsourcing 55 Nos of Man Power for various work for 30 days. Ex.R28 is the Tender Schedule issued on 25.01.2022 to one R.K.Solution for outsourcing 41 Nos of Man Power for 30 days at respondent Municipality, Ex.R29 is the comparative statement by the respondent in respect of the Quoted price by the bidder, Ex.R30 in the Minutes regarding the Quoted price. Under Ex.R31,32 proceedings had been issued by the respondent office to engage 55 and 41 daily Wagers for 30 days from 01.02.2022 targeting Dengu Breeding Control Activities. The said proceeding is issued to Blue Gold Solution on 25.01.2022. After engagement of Man Power for 30 days in Dengu Breeding Control Activities., under Ex.R33, claim for payment had been made by Blue Gold Solution to respondent.

20. Blue Gold Solution have produced the Attendance Register for the month of January 2022 as Ex.R34. When under Ex.R31 Commissioner of respondent has issued proceedings only on 25.01.2022 to engage man power for the period from 01.02.2022 to 28.02.2022, for what purpose copy of Attendance Register for the month of January 2022 in produced by RW3 is not explained. The perusal of the same shows that it is irrelevant to this case. They have also produced copy of the Attendance Register for the month of January 2022. Regarding the genuineness of documents filed through RW3.

RW3 in his cross examination has adduced as follows:-

இந்த வழக்கில் சம்பந்தப்பட்ட தொழிலாளர்கள் தற்காலிக தொழிலாளர்களாக வேலை பார்க்கிறார்களா அல்லது ஒப்பந்த தொழிலாளர்களாக வேலை பார்த்தார்களா என்ற விவரம் எனக்கு நேரடியாக தெரியாது ஆவணங்களின் அடிப்படையில் தான் தெரியும் என்றால் ஆமாம்.

மனுதாரர் தரப்பில் தாக்கல் செய்யப்பட்டுள்ள ஆவணத்தில் அவருக்கு எதிர்மனுதாரர் பேரூராட்சி மூலமாக தற்காலிக தொழிலாளர் என குறிப்பிட்ட அடையாள அட்டை வழங்கப்பட்டுள்ளது என்றால் ஆமாம். அது பற்றி எனக்கு தெரியாது. எ.சா.ஆ.27 ஆவணமானது 30 நாட்களுக்கு 41 தொழிலாளர்களை பணிக்கு நியமிக்க கேட்டு ஏற்படுத்தப்பட்ட ஒப்பந்த புள்ளி என்றால் ஆமாம்.

எ.சா.ஆ.28 மேற்கண்ட அதே பணிக்காக ஆர்.கே.சொல்யூஷன்ஸ் இடம் பெறப்பட்ட ஒப்பந்த புள்ளிக்கான Challan என்றால் ஆமாம். 25.01.2022யில் முன் வைப்பு தொகை செலுத்தப்பட்டு அன்றைய தினமே ஒப்பந்த புள்ளி திறக்கப்பட்டு அன்றைய தினமே அவை ஒப்புநோக்கப்பட்டு அன்றைய தினமே நகராட்சியின் தீர்மானத்திற்கு வைக்கப்பட்டு அன்றைய தினமே நகராட்சி ஆணையரின்

செயல்முறைகள் வெளியிடப்பட்டு அன்றைய தேதியிலேயே பணி உத்தரவும் வழங்கப்பட்டுள்ளது என்றால் ஆமாம். எ.சா.ஆ.33 பிப்ரவரி 2022ல் சிறப்பு பணிக்கான தேர்வு செய்யப்பட்ட பணியாளர்களின் ஊதியம் கோரி எதிர்மனுதாரர் நகராட்சிக்கு Blue Gold Solution ஒப்பந்ததாரால் அனுப்பப்பட்ட கடிதம் என்றால் ஆமாம். எ.சா.ஆ.34 லில் ஜனவரி மாத வருகை பதிவேட்டில் மனுதாரர் பெயர் காணப்படவில்லை என்றால் ஆமாம். எ.சா.ஆ.27 முதல் 31 வரை உள்ள ஆவணங்களில் டெங்கு கொசு ஒழிப்பு பணிக்காக தேர்வு செய்யப்பட்ட 41 பணியாளர்கள் 01.02.2022 முதல் 28.02.2022 வரையிலான காலத்தில் சமர்ப்பிக்கப்பட்ட வருகை பதிவேட்டில் 14 பேரின் பெயர் கண்டுள்ளது என்றால் ஆமாம். 2022 ஆம் ஆண்டிற்கான ஜனவரி, பிப்ரவரி மாத பதிவேடு மட்டும் தான் தாக்கல் செய்யப்பட்டுள்ளது மற்ற மாதங்களுக்கு தாக்கல் செய்யப்பட வில்லை என்றால் ஆமாம். ஜனவரி பிப்ரவரி 2022 தவிர மற்ற மாதங்களுக்கு எந்த ஒப்பந்ததாரர் கீழ் சம்பளம் பட்டுவாடா செய்யப்பட்டது என்றால் Blue Gold Solution ஒப்பந்ததாரரால் பட்டுவாடா செய்யப்பட்டது. அதற்கு ஆதாரம் தாக்கல் செய்யவில்லை. எ.சா.ஆ.21 ஆவணம் சரத்து 17இல் கண்டுள்ள நிபந்தனைகளை

நிறைவேற்றி அதற்கான ஆவணத்தை ஒப்பந்ததாரர் எங்கள் அலுவலகத்தில் சமர்ப்பித்து உள்ளாரா என்றால் உள்ளார். ஆனால் அதனை நீதிமன்றத்தில் தாக்கல் செய்யவில்லை. மனுதாரரின் பெயர் விவரம் ஒப்பந்ததாரரால் சமர்ப்பிக்கப்பட்டதாக சொல்லும் ஆவணத்தில் காணப்படாத காரணத்தினால் தான் அதனை நீதிமன்றத்தில் தாக்கல் செய்யவில்லை என்றால் சரியல்ல.

From the above evidence it comes to know that Tender had not been called for following all proceedings. Entire Tender Process had been completed on a Single day(ie) 25.01.2022. Further contractors have not filed any proof to show that they have disbursed the salary /wages to contract labourers engaged by them. If they had produced the same, the court ought have been in a position to decide whether petitioner is a contract labourer or not.

21. Ex.R35 is the comparative statement regarding the Quote rate during tender process. It is dated 28.02.2022. Even for the period March 2022, it comes to know from Ex.R35 there were only two bidders/contractors (ie) Blue Gold Solution and R.K.Solutions for outsourcing man power. Vide Ex.R35, outsourcing right has been vested to the said contractors. Whether subsequently to the said proceedings, contractors have engaged contract labourer or not for Solid Waste Management is not known to this court, no proof is filed for the same, Ex.R36 is the proceedings of the Director of Municipal Administration,

Chennai regarding implementation of solid waste management through service providers in Nandhivaram -Guduvancherri Municipality.

22. In the said proceedings dated 10.01.2023 it is stated Tender to be finalised and service provider should be given to the successful bidder within 40 days and payment should be made to the service provider/agency/contractor after due verification as per norms of the key performance Indicator.

23. Respondent has not filed any documents to show that after proceedings dated 10.01.2023 under Ex.R36 who were the successful bidders. But have filed Ex.R37 dated 07.03.2022 to show that respondent had made payment to Blue Gold Solutions. From the said document it cannot be found out who were the contract labourers engaged by Blue Gold Solutions and what amount was paid to contract labourers by them towards wages. Merely because respondent has issued a cheque to Blue Gold Solution for supply of man power it cannot be concluded that petitioner was engaged by the contractor (ie) Blue Gold Solution. Ex.R38 is the resolution issued by respondent to call for tender for a period of three years regarding converting the solid waste into Manures. It is dated 25.01.2023 Ex.R39 is the Technical Evaluation report. The said document is related to Bidders in respect of Madurantagam Municipality, Greater Chennai Corporation, Thirupur City, Ambur Municipality. The said document is not related to respondent Nandhivaram - Guduvancherry Municipality, hence has no relevancy in this case, Ex.R40 is the proceedings to proceed with the work of Solid Waste Management Activities issued to Green

Agro Environment Service. In the said notice it is stated contract period is from 01.06.2023. So contract labourer ought have been engaged only on and from 01.06.2023 and not before. Whereas petitioner is engaged under respondent even from the year 2008. Ex.R41 is the proceeding of the respondent Municipal Corporation dated 01.09.2025. It is subsequent to the filing of the case, hence not relevant and reliable.

24. Though RW3 has filed number of documents to prove their stand, none of the documents reflects the name or details of the contract labourer engaged by contractors. Further no proof is filed to show that contractor have paid the lawful wages to workmen engaged by respondent who were involved in Solid Waste Management Activities. Nevertheless to say that Solid Waste Management activities were implemented only during the year 2022, Whereas petitioner is engaged as Sanitary worker even in the year 2008.

25. When it is claimed by respondent that, contractors were involved in Man Power supply to respondent for cleaning purposes, the respondent has not established whether there is any necessity for the contractors to possess valid licence under CLRA for supply of man power. None of the contractors licence as required under CLRA is produced before court. Apart from that the claim of the respondent that petitioner was engaged by Blue Gold Solutions for the month of the February 2022, and was engaged by Green Agro Environment Service in the year 2023 is not proved by reliable, genuine and relevancy documents and the contention of the respondent that same person were engaged

as contract labourer by different contractors is not acceptable and unbelievable. Valid License obtained under CLRA Act not produced by contractors. Proof for enrollment with EPFO and ESI to guarantee worker benefit not filed. Certificate of Incorporation, Partnership deed not produced. PAN Card and GST Registration Certificate not produced by contractors.

The agreement between respondent and contractor or letter of Intent signed between them for man power supply out lining the service not produced.

Form V provided by respondent to contractors to take the labour authorities permitting to supply labour to specific establishment not produced.

26. Respondent has examined the writer in Sanitary Division of respondent as RW4 under authorisation Ex.R42. He has stated that petitioner was contract worker under Blue Gold Solutions in the year 2022-2023 and from 01.06.2023 are workers under Green Agro Environment Services. RW4 has produced the copy of the Attendance Register said to have been maintained by Blue Gold Solutions for the period from 01.02.2022 to 31.12.2022 as Ex.R43.

27. RW4 in his cross examination has adduced as follows :-

2023 ஆம் ஆண்டிற்கு முன்னர் மனுதாரர் எத்தனை ஆண்டுகள் நகராட்சி கீழ் வேலை பார்த்து வந்தார் என்ற விவரம் எனக்கு நேரடியாக தெரியாது என்றால் ஆமாம். நான் பிப்ரவரி 2022 முதல் வருகை பதிவேடு

தாக்கல் செய்திருக்கிறேன் என்றால் ஆமாம். அதன் உண்மை தன்மையை பற்றி எனக்கு தெரியாது என்றால் கோப்பில் இருந்ததை எடுத்து தாக்கல் செய்து இருக்கிறேன் உண்மை தன்மை பற்றி தெரியாது. பிப்ரவரி 2022 மனுதாரர் வருகையை பதிவேட்டில் குறியீடு செய்திருக்கிறார்கள் என்றால் ஆமாம். மார்ச் 2022க்கான வருகை பதிவேட்டில் மனுதாரர் தமிழிலில் கையொப்பம் செய்திருக்கிறார் என்றால் ஆமாம். வருகை பதிவேடு எங்கள் நகராட்சியால் வழக்கிற்காக தயாரிக்கப்பட்டது என்பதால் முரண்பாடுகள் காணப்படுகிறன என்றால் கோப்பில் இருந்தது எடுத்து தாக்கல் செய்தேன். உண்மையில் வருகை பதிவேடு பராமரிக்கப்பட்டு வந்து இருந்தால் அதன் அசலை நீதிமன்றத்தில் தாக்கல் செய்திருப்போம் என்றால் கோப்பில் அசல் வருகை பதிவேடு இல்லை. நகல் மட்டுமே இருந்தது. எங்கள் நகராட்சி துப்புரவு அலுவலர் சாட்சியாக விசாரிக்கப்பட்டுள்ள விவரம் தெரியும். 2022-2023 ஆண்டுகளில் துப்புரவு பணியாளர்களுக்கு Duds மூலம் சம்பளம் பட்டுவாடா செய்யப்பட்டுள்ளதாக எ.சா.1 குறுக்கு விசாரணையில் சொல்லி உள்ளது உண்மை தான். நான் தாக்கல் செய்திருக்கும் வருகை பதிவேட்டில் ஏப்ரல் 2022

முதல் டிசம்பர் 2022 வரை Blue Gold Solutions நிறுவனத்தின் பணியாளராக மனுதாரர் கையொப்பம் இட்டுள்ளார் என்றால் ஆமாம்.

28. RW4 has not stated when copy of the Attendance Register was handed over to them by the contractors. When contractor has not come forward to produce the Attendance Register maintained by them, and it is adduced by RW4 that original Attendance Register not available with them and only copy is with respondent then duty is cast upon the contractors as well as respondent to show that the attendance register is genuinely maintained by the contractors. The authenticity and reliability of Ex.R43 attendance Register not proved by respondent. Apart from that, even if it is assumed that, petitioner was engaged by contractors documents are filed only for the period 2022,2023 (Which is not reliable), When petitioner is employed even from the year 2008, how they were engaged is not substantiated by respondent.

29. Respondent has examined Sanitary Officer as RW1. Ex.R1 is the proceedings of the Commissioner respondent Municipality regarding submission of counter to this case. Ex.R2 is the Door to Door collection payment of Solid Waste Management, from 2017-2018 to 2022-2023. It is stated in the said document that payment made only to the contractors not to the Individual bank Account. In the said document, there is no details of the contractor. Further Solid Waste Management was implemented only in the year 2022. But Ex.R2 contains details regarding payment even from the year

2017-2018. Outsourcing and engaging contractors came into force only in the year 2022, it being so how contractors are engaged even from the year 2017 itself is not explained by respondent. From Ex.R3 it comes to know that, for the period from 01.04.2021 to 31.03.2022 work has been handed over to one Green City Social Service Society. Ex.R4 is the instruction regarding maintenance of Bio-metric attendance to outsourcing man power issued to Hand in Hand inclusive Development and services Ex.R5 is the Audit report regarding local project expenditure related to the above said services. Ex.R6 is the Audit report regarding improper collection of solid waste management of above said service. Ex.R7 is the Audit report regarding improper services by the Dreamway Utility Development Services in collection of solid wastes.

30. When it is not the case of the respondent that petitioner was engaged by the above said services Limited, why the said Audit Reports are produced before this court by respondent/management not known to the court and those documents are totally irrelevant to the pleadings of the respondent.

31. Copy of the Attendance Register for the month of January 2022, February 2022 is produced as Ex.R8, who had maintained the said Register is not found place in Ex.R8. Whether it is the Attendance Register maintained by respondent or contractors cannot be found out from Ex.R8. Ex.R9 is the Audit Report regarding Dreamway Utility & Development Service and Greencity Social Services for not following the prescribed procedures in Solid Waste collections. It is pertaining to the year 2022 to 2023. Ex.R10, R11 is nothing

but work order issued to engage Man Power through Outsourcing to Control Dengue, Ex.R12 is the resolution passed by respondent for collecting wastes from Doorstep by segregating its nature. Ex.R13 is the resolution passed by respondent to hand over work to Green City Social Service Society for the year 2021-2022, R14 is the payment details made to Blue Gold Solutions by respondent. Ex.R15,R16 is the payment Voucher to Blue Gold Solutions. Ex.R17 in the letter addressed by said Blue Gold Solutions seeking payment, dated 04.04.2022 Ex.R18,19 are the payment confirmation receipt made to EPFO dated 04.05.2022. Ex.R20 is the Electronic challan cum return in respect of EPF for the month of December 2024. It is related to Green Agro Environment Service, how the said document came into the hands of respondent is not explained. The said document is related to December 2024. It is filed to show that EPF contribution had been made in respect of the petitioner by said contractor. When the case is filed before court even in the month of February 2024, the said documents are pertaining to the month of December 2024 cannot be taken into consideration to come to conclusion that petitioner is engaged by the said contractors. Further it cannot be found out from the said document that workmen listed in the said documents were outsourced to respondent Municipality. Ex.R21 is only the replica of Ex.R32.

32. Respondent Municipality has filed number of documents to show that they have engaged various contractors to supply Man Power to them. Some of the documents are Audit reports, none of the document reflects that, petitioner is

engaged by the contractors. When respondent relies on many contractors, Whether the same labours were engaged by different contractors under the respondent Municipality is not known, whether it is possible is doubtful. Records produced by respondent reveals that, respondent/management utilizes the service of many service providers. But no proof is filed to show how those service provides were selected. No proof is filed to show that tender were called for legally and all the procedures were followed without any deviation of law. It clearly comes to know from the documents as well as oral evidence on the side of respondent/Municipality that under the guise of contractor labourers, respondent/municipality has exploited the workers and has deprived their rights and legal benefits. To add strength to this version,

RW4 in his cross examination has adduced as follows:-

நாங்கள் குறிப்பிடும் நான்கு ஒப்பந்ததாரர்களும் உண்மையில் இயங்கவில்லை எங்களால் கற்பனையாக உருவாக்கப்பட்ட நிறுவனம் என்றால் தவறு. Outsourcing bill நான் தயாரிப்பதால் ஒப்பந்த தொழிலாளர்களுக்கும் அடிப்படை சம்பளம் மற்றும் அகவிலைபடி வழங்கப்பட வேண்டும் என்ற விவரம் தெரியுமா என்றால் தெரியாது.

Further it is known that respondent for decades together has utilised the man power of petitioner without paying them the required legal wages. The act

of respondent/municipality not to be encouraged or legalised.

33. From overall reading of entire oral and documentary evidence discussed aforesaid, it is concluded that respondent has miserably to prove that petitioner is a contract labourer. Even from the evidence of RW1 to RW4 it comes to know that petitioner has been engaged by respondent even from the year 2008. Whereas documents are produced to show that contract workers were engaged only from the year 2022. All these documents are not genuine and its authenticity is not proved by respondent. Hence it is concluded that petitioner is not contract labourer under respondent/municipality. Thereby it is decided that petitioner is direct employee under respondent/management. There is employer-employee relationship between respondent and petitioner. The contention of the respondent that there is no employer-employee relationship between respondent and petitioner is negated. Issue No.1 is answered accordingly.

Answer to the Issue No.2

34. Petitioner has filed this computation petition claiming arrears in salary based on the G.O..(2D) No.62 dated 11.10.2017.

The said G.O. is filed as Ex.P4. The petitioner has addressed a letter dated 20.03.2023 to respondent under Ex.P3 seeking payment of arrears of salary as per the said G.O. Ex.P2 is order issued by office of respondent, engaging petitioner. The same reveals petitioner is employee under respondent. Statement Showing details of Dearness Allowance Payable for the period from

2017 to 2022 are filed as Ex.P5 to P10. The said documents are not denied by the respondent. The details and contents in the said documents are also not denied by respondent. Only contention raised by respondent is that petitioner being contract labourer not entitled to claim Dearness Allowance in accordance with Ex.P5 to P10. In point No.1 it is decided that petitioner is employee under respondent. RW1 himself during his cross examination has admitted that petitioner was engaged under them on consolidated payment. Respondent has taken dual stand. In one place they claim petitioner is engaged on consolidated payment. In another place, they claim as contract labours. But no proof filed to show petitioner is a contract labourer. Based on the admission of RW1 in cross examination that petitioner is engaged under respondent on consolidated payment it is decided petitioner is direct employee under respondent.

35. It beingso, the proceedings of the commissioner of Kanchipuram Municipality under Ex.P11 dated 09.07.2018 reflects that workers engaged on daily wages basis, and consolidated payment were paid wages based on G.O. (2D) No.62 dated 11.10.2017. A request been made under Ex.P12 to respondent to make payment as per G.O.(2D) No.62 dated 11.10.2017 and request also been made under Ex.P13 before மக்கள் குறை தீர்க்கும் முகாம் (Redressal camp).

36. Office bearer of the Trade union to which petitioner is attached to, has been examined as PW2. He also in his evidence has stated that request was made seeking payment as per G.O.(2D) No.62 dated 11.10.2017.

37. When under Ex.P11 Kanchipuram Municipal Officials have passed a proceedings stating that, Daily Wages Worker and Consolidated Payment workers are entitled for Minimum Wages fixed as per G.O.(2D) No.62 dated 11.10.2017, the worker of other Municipal, Corporation, Panchayat are also entitled to receive the same salary at par with them. Hence it is concluded that petitioner is entitled to receive arrears of salary as claimed by them under G.O. (2D) No.62 dated 11.10.2017.

38. Respondent since has not come forward to produce the details of payment made to the petitioner this court concluded that the details of amount claimed by Petitioner to be true as no contra proof filed by respondent.

39. Neither the respondent nor the alleged contractors have produced any proof to show what was the wages paid to the petitioner. Hence this court accepts the details of payment narrated by petitioner in this petition.

As there is G.O. passed by in G.O.(2D) No.62 dated 11.10.2017, this court concludes that there is pre-existing right and this petition is maintainable under u/s.33(c)(2) of ID Act.

40. Further this court decides that even if it is assumed that petitioner is a contract labour as claimed by respondent, when there is no proof filed to show that contractors have paid the requisite wages, then principal employer is legally and jointly liable for the unpaid wages. The Principal employer can then deduct the paid wages from the outstanding bills or payments owed to the default contractor. Hence on any way respondent is liable to pay the petitioner

the arrears in wages as per G.O.(2D) No.62 dated 11.10.2017.

41. As no contra evidence is produced by respondent to disprove the calculation arrived by petitioner, this court concludes that petitioner is entitled for a sum of Rs.1,90,624/- for the period from 01.12.2017 to 31.03.2023 towards arrears in wages. Point No.2 is answered accordingly.

Answer to the Issue No.3

42. The documents produced on the side of the respondent is not sufficient proof to the claim of the respondent. Respondent has deprived the legal rights of the petitioner and has exploited them under the guise of contract labourers on false claim. Hence petitioner is entitled for cost towards this litigation. Issue No.3 is answered accordingly.

In the result, money value of the claim is computed at Rs.1,90,624/- for the period 01.12.2017 to 31.03.2023 as per G.O.(2D) No.62 dated 11.10.2017. Respondent is directed to pay the same within 2 months from the date of this order, failing which to pay the said amount with interest at the rate of 6% p.a. till the date of its realisation and with cost.

Dictated to the steno typist, directly typed by her, corrected and pronounced by me in the open court, this the 10th day of June 2026.

Presiding Officer,
Labour Court,
Kancheepuram.

List of witnesses examined**For the Petitioner:**

P.W.1 M.Sampath

PW2 Devarajan

For the Respondent :

R.W1 Nagaraj

R.W2 Bharathkumar

R.W3 Kalidoss

R.W4 Selvaraj

List of exhibits marked**For the Petitioner:**

Ex.P.1	---	Copy of Identity Card of petitioner
Ex.P.2	12.02.2022	Copy of order issued by respondent.
Ex.P.3	20.03.2023	Copy of request letter sent by the petitioners jointly to the respondent seeking payment of salary as per G.O.No.62
Ex.P.4	11.10.2017	Copy of G.O.No.62
Ex.P.5	27.03.2017	Copy of D.A.details for the year 2017
Ex.P.6	16.03.2018	Copy of D.A.details for the year 2018
Ex.P.7	18.03.2019	Copy of D.A.details for the year 2019
Ex.P.8	17.03.2020	Copy of D.A.details for the year 2020
Ex.P.9	16.03.2021	Copy of D.A.details for the year 2021
Ex.P.10	16.03.2022	Copy of D.A.details for the year 2022
Ex.P.11	09.07.2018	Copy of the order of the Municipal Commissioner, Kancheepuram.
Ex.P.12	18.03.2019	Copy of letter sent by the petitioner trade union
Ex.P.13	04.01.2022	Copy of letter submitted at the grievance redressal camp
Ex.P.14	16.11.2018	Copy of letter of petitioner's trade union alongwith Acknowledgment card.
Ex.P.15	29.06.2020	Copy of letter of petitioner's trade union alongwith Acknowledgment card.

For the Respondent:

Ex.R.1	07.01.2025	Certified copy of the Na.ka.en 2081/ 2024/ C1 letter
Ex.R.2	06.01.2025	Certified copy of the details of solid waste management 2017 - 2018 and 2022 - 2023
Ex.R.3	07.01.2025	Certified copy of the auditing report No. 48 in the year 2018 - 2019
Ex.R.4	07.01.2025	Certified copy of the auditing report No. 53 in the year 2019 - 2020
Ex.R.5	07.01.2025	Certified copy of the auditing report No. 20 in the year 2020 - 2021
Ex.R.6	07.01.2025	Certified copy of the auditing report No. 48 in the year 2021 - 2022
Ex.R.7	07.01.2025	Certified copy of the auditing report No. 49 in the year 2021 - 2022
Ex.R.8	---	Certified copy of the attendance register attendance list from the date of 01.01.2022 to 31.01.2022
Ex.R.9	07.01.2025	Certified copy of the auditing report No. 44 in the year 2022- 2023
Ex.R.10	25.01.2022	Copy of Precaution methods procedures of dengue fever issued by the Commissioner of Nandivaram Guduvanchery Municipality
Ex.R.11	25.01.2022	Copy of Drinking water protection and management procedures issued by the Commissioner of Nandivaram Guduvanchery Municipality.
Ex.R.12	10.05.2021	True Copy of Nagaramandra Theermanam No.30
Ex.R.13	10.05.2021	True Copy of Nagaramandra Theermanam No.31
Ex.R.14	05.03.2022	Copy of Payment letter sent by Blue Gold solution to the Commissioner of Nandivaram Guduvanchery Municipality.

Ex.R.15	07.03.2022	Copy of Bank payment voucher
Ex.R.16	08.04.2022	Copy of Bank payment voucher
Ex.R.17	04.04.2022	Copy of Payment letter sent by Blue Gold solution to the Commissioner of Nandivaram Guduvanchery Municipality.
Ex.R.18	04.05.2022	Online copy of the payment confirmation receipt of February 2022.
Ex.R.19	04.05.2022	Online copy of the payment confirmation receipt of March - 2022.
Ex.R.20	10.12.2024	Copy of Employees provident fund by the Green Agro Environment Service
Ex.R.21	25.01.2022	Copy of Proceedings of Commissioner of Nandivaram Guduvanchery Municipality regarding outsourcing.
Ex.R.22	24.05.2025	Copy of Authorisation letter of RW2
Ex.R.23	24.08.2022	Copy of Circular G.O.No.116 of respondent/management.
Ex.R.24	14.08.2023	Copy of Bank account payment details.
Ex.R.25	27.10.2023	Copy of circular issued by the management ந.க.எண்.24608/2022/இ.எ-1
Ex.R.26	23.01.2019	Copy of Circular Roc.No.19396/2017/P3
Ex.R.27	25.01.2022	Copy of Prepaid Receipt for agreement of Blue Gold Solution
Ex.R.28	25.01.2022	Copy of Prepaid Receipt for agreement of RK Solution
Ex.R.29	25.01.2022	Copy of Contract Scope list.
Ex.R.30	25.01.2022	Copy of Contract Scope list published ந.க.எண்.10/2022/E1
Ex.R.31	25.01.2022	Copy of work order to distribute 55 additional daily wage workers.
Ex.R.32	25.01.2022	Copy of work order to distribute 41 daily wage workers.

Ex.R.33	05.03.2022	Copy of letter sent to the Commissioner by the Blue Gold Solution.
Ex.R.34	01.01.2022- 31.01.2022	Copy of Attendance Register
Ex.R.35	28.02.2022	Copy of Committee resolution of Municipality.
Ex.R.36	07.03.2022	Copy of Bank Payment Voucher
Ex.R.37	10.01.2023	Copy of Order in Roc.No.33553/2022/EA2-SWM-4
Ex.R.38	25.01.2023	Copy of Notice of Municipal council meeting
Ex.R.39	24.03.2023	Copy of Technical Evaluation Report of Technical Bids received for the work
Ex.R.40	08.05.2023	Copy of Tender called by Municipal.
Ex.R.41	01.09.2025	Copy of order extended to the agreement.
Ex.R.42	27.03.2026	Copy of authorisation of RW4
Ex.R.43	01.02.2022 to 31.12.2022	Copy of Attendance Register for Blue Gold Solutions

Presiding Officer,
Labour Court,
Kancheepuram.