

**(2016) 03 KAR CK 0111**

**In the Karnataka High Court**

**Case No :** Writ Petition Nos. 503 and 4084/2007 (L-TER)

Hindustan Petroleum Corporation Limited and Others

APPELLANT

Vs

Shivananda and Others

RESPONDENT

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**Date of Decision :** 08-03-2016

**Acts Referred:**

Contract Labour (Regulation and Abolition) Act, 1970 — Section 10, Section 10(1)  
Industrial Disputes Act, 1947 — Section 10, Section 2, Section 2(k), Section 2A,  
Section 33- A, Section 33A

**Citation :** (2016) 150 FLR 478 : (2016) 3 KantLJ 599 : (2016) LabLR 515

**Hon'ble Judges :** A.S. Bopanna, J.

**Bench :** Single Bench

**Advocate :** B.C. Prabhakar, Advocate, for the Appellant; V.S. Naik, Advocate, for the Respondent

**Final Decision :** Dismissed

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## **Judgement**

A.S. Bopanna, J.—1. The petition in W.P. No. 503/2007 is filed by the petitioner-Management assailing the award dated 26.09.2006 passed by the Central Government Industrial Tribunal-cum-Labour Court, Bengaluru ("CGIT for short) in C.R. No. 178/1997 c/w Complaint Nos. 1 to 8/2005. The respondent-Workmen who are concerned therein have filed the petition in W.P. No. 4084/2007 against the same award only in so far as denial of entire relief. In that view, since they are inter-related, both the petitions are taken up together and disposed by this common order.

2. Since the array of the parties are different in the petitions, they are referred to as "Management" and "Workmen" wherever they are necessary to be referred for the purpose of convenience and clarity.

3. The instant case has a chequered history. The Workmen had raised a dispute seeking regularisation of their services, which was referred by the appropriate Government and was pending before the CGIT in C.R. No. 178/1997. Since the engagement of the Workmen as contract Labour was also the issue and they

were being terminated as the contractor was absconding, the Workmen were before this Court in W.P. Nos. 10915 to 10918/1999 and connected petitions contending that a direction be issued to the appropriate Government to consider the abolition of contract Labour under Section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 ("the CLRA Act" for short). This Court by the order dated 23.08.1999 directed consideration and the reference which was pending was directed to be kept pending to await such consideration.

4. On consideration being made by the appropriate Government, a notification dated 01.03.2001 was issued prohibiting engagement of contract labour in the Management. In view of such prohibition, notwithstanding the reference which was already pending, the Management terminated the services of the Workmen by the order dated 21.04.2001. The Workmen were before this Court in W.P. Nos. 18456-18464/2001 assailing the same. This Court by the order dated 31.05.2001 quashed the order of termination and directed reconsideration in terms of the observation made therein. The Management claiming to be aggrieved by the same filed appeals in W.A. No. 4007/2001 and connected appeals which were disposed on 07.11.2001 directing the parties to work out their remedies including to seek reference to Industrial Tribunal.

5. Since the reference in C.R. No. 178/1997 was pending, the same was proceeded and the CGIT by its award dated 10.04.2002 rejected the reference. The Workmen claiming to be aggrieved assailed it in W.P. Nos. 22950-957/2002 before this Court. On consideration, this Court by the order dated 18.02.2005 allowed the petitions, set aside the award and remanded the matter to CGIT to reconsider, with liberty to the parties to file additional pleadings. On remand and when the matter was pending, the Workmen also filed complaints in Nos. 1 to 8/2005 under Section 33- A of the Industrial Disputes Act, 1947 ("I.D. Act" for short) alleging violation since the termination of the Workmen was made without approval when the dispute was pending before the CGIT. The said complaints were also clubbed with the remanded C.R. No. 178/1997 and on reconsideration, the award dated 26.09.2006 impugned herein is passed.

6. Heard Sri. C.K. Subramanya, learned counsel for the Management, Sri. V.S. Naik, learned counsel for the Workmen and perused the petition papers including the records received from the CGIT.

7. The learned counsel for the Management at the outset contended that reference itself is bad since it is not a situation as contemplated under Section 2A of I.D. Act and relied on the decision in the case of Bharat Heavy Electricals Ltd. v. Anil and others (2007-I-LLJ-619) wherein it is held that Section 2A of I.D. Act does not cover every type of dispute between individual workman and his employer. The learned counsel for the Workmen would however point out that the reference is one under Section 10 of I.D. Act and the dispute was raised by a group of workmen when they were still in service with regard to the terms of employment and as such it is competent. The mere mention of Section 2A of I.D. Act in the reference order will not make it bad.

8. Having noticed the contentions on that aspect, I am of the view that the reference cannot be held to be bad at this stage. The dispute raised was with regard to the terms of employment by a group of employees. Neither the order of reference was challenged at that stage nor was that contention taken in the proceedings. Instead the Management has proceeded on merits. Further, at the first instance, the CGIT had passed an award which was assailed before this Court. This Court had set aside the award and remanded the matter. Even at that stage the remand was not opposed on that ground nor was the order challenged in that direction. Hence, the said contention at this stage cannot be accepted and the matter will require consideration on merits.

9. Apart from the factual aspects arising in the case, the forceful contention of the learned counsel for the Management is that the Workmen raised the dispute seeking regularisation by admitting the fact that they were contract labour working under the contractor, but contending that in view of the perennial nature of work they are entitled for regularisation. It is contended that at that point in time, there was no prohibition to engage contract labour subject to complying with the requirement of the CLRA Act. In that view, when the Management has entered into an agreement with the contractor who has employed the Workmen, no claim can be made for regularisation in the Management. It is his further contention that on prohibition notification being issued, the contract labour will continue to remain the Workmen of the Contractor who would relocate them elsewhere or terminate them in accordance with law.

10. The learned counsel for the Management has relied on the decisions in support of his contention, which are as follows:

"(i) The case of Steel Authority of India Ltd. v. Union of India and others (, 2006-III-LLJ-1037) wherein it is held that when a definite stand is taken by the employees that they had been working under the contractors, it would not lie in their mouth to take a contradictory and inconsistent plea that they were also the Workmen of the principal employer. To raise such a mutually destructive plea is impermissible in law which should not be allowed to be raised even in an industrial adjudication. Common law principles of estoppel, waiver and acquiescence are applicable in an industrial adjudication.

(ii) The case of International Airport Authority of India v. International Air Cargo Worker's Union and Another (, 2009-IV-LLJ-31) wherein after raising the question as to whether the Management is justified in not absorbing the workers of the contractor, it is held that if the workmen of the principal employer have not espoused the dispute, the adjudicator, after coming to the conclusion that the contract is genuine, has to reject the reference, the dispute being not an industrial dispute within the meaning of Section 2(k) of I.D. Act. No relief can be given to the Workmen of the contractor even if the labour contract is abolished by the appropriate Government under Section 10 of CLRA Act. The industrial adjudicator can however grant the relief sought if it finds that the contract between the principal employer and the contractor is sham, nominal and merely

a camouflage to deny employment benefits and that in fact there is direct employment. The test being like, who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done i.e., the direction and control over the employee.

(iii) The case of *Workmen of Nilgiri Co-op Mkt. Society Ltd. v. State of Tamil Nadu and others* (, AIR 2004 SC 1639) wherein it is held that the control test and the organization test are not the only factors which can be said to be decisive. The Court is required to consider several factors which would have a bearing on the result, who is the appointing authority; who is the pay master; who can dismiss; how long alternative service lasts; the extent of control and supervision; the nature of job, e.g. whether it is professional or skilled work; nature of establishment; the right to reject. The burden of establishing the same will be on the person who sets up a plea of existence of relationship of employer and employee.

(iv) The case of *Dena Nath and others v. National Fertilisers Ltd. and others* (, AIR 1992 SC 457) wherein it is held that the CLRA Act merely regulates the employment of contract labour in certain establishment and provides for its abolition in certain circumstances. Non compliance of the provisions only exposes to prosecution but the contract labour employed does not become direct employees of principal employer.

(v) The case of *Municipal Corporation of Greater Mumbai v. K.V. Shramik Sangh and others* (, AIR 2002 SC 1815) wherein it is held that on abolition of labour contract, whether the contract is sham cannot be decided affirmatively merely on the ground that the principal employer and the contractor have not complied with the provisions of the CLRA Act. It is a question of fact to be decided based on the evidence particularly when it is disputed.

(vi) The case of *Steel Authority of India Ltd. and others v. National Union Waterfront Workers and others* (, 2001-II-LLJ-1087) wherein the question as to whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification is implied in Section 10 of CLRA Act and whether the relationship of master and servant between the principal employer and the contract labour emerges was raised for consideration. On consideration, it was held that it is not possible to perceive in Section 10, any implicit requirement of automatic absorption of contract labour by the principal employer in the concerned establishment on issuance of the notification by the appropriate Government under Section 10(1) prohibiting employment of contract labour in a given establishment. On referring to all earlier decisions, the conclusion is delineated in para-119 as follows;

"119. The upshot of the above discussion is outlined thus:

(1) (a) Before January 28, 1986, the determination of the question whether Central Government or the State Government, is the appropriate Government in

relation to an establishment, will depend, in view of the definition of the expression "appropriate Government" as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry; or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government,

(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of Section 2 of the Industrial Disputes Act; if (i) the concerned Central Government company/undertaking or any undertaking is included therein co nomine, or (ii) any industry is carried on

(a) by railway company; or (c) by specified controlled industry, then the Central Government will be the appropriate Government otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

(2) (a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation of other work in any establishment has to be issued by the appropriate Government:

(1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and;

(2) having regard to

(i) conditions of work and benefits provided for the contract labour in the establishment in question; and

(ii) other relevant factors including those mentioned in sub-section (2) of Section 10;

(b) inasmuch as the impugned notification issued by the Central Government on December 9, 1976 does not satisfy the afore-said requirements of Section 10. It is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment, no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any

process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment;

(4) We over-rule the judgment of this court in Air India's case (supra) prospectively and declare that any direction issued by any industrial adjudicator/ any court including High Court, for absorption of contract labour following the judgment in Air India's case (supra), shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the concerned establishment has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

It is further clarified in the judgment that the expression "Industrial Adjudicator" is used by design as the questions stated will require determination by the Industrial Tribunal/Court, which will be amenable to judicial review.

vii) The case of Tumkur Pura Karmikara Sangha (Regd.), Tumkur v. Municipal Council, Tumkur and another [, 2009-IV-LLJ-709(Kant)] wherein it is held that what is not provided in the CLRA Act cannot come automatically. If the licence is not taken by the contractor, it will not give any right to an employee working under him to get their services regularised under the principal employer. They may have the grievance against the contractor not against the employer, as there

cannot be any relationship of employer and employee.

(viii) The case of Shailesh Kumar Pandey v. Research and Assessment Centre and others [, 2014-II-LLJ-48(Del)] wherein it is held that if it is contended that the contract between the principal employer and the employee is sham and camouflage, one not only has to plead but has to prove the same on the basis of appropriate evidence."

11. The learned counsel for the Workmen though does not dispute the legal position as enunciated with regard to the contract labour, would emphasise even in that circumstance, the position as laid down is that Industrial Adjudication is of utmost relevance to decide the right and in the instant case, the learned Judge of the CGIT being alive to this aspect has considered the matter in that background. The learned counsel in support of his contention has relied on the following decisions;

"(i) The case of Hussainbhai, Calicut v. The Alath Factory Thezhilali Union, Kozhikode and others [, (1978)4 SCC 257] wherein in respect of contract employees the tests were referred and it was held that the true test is where the worker or group of workers labour to produce goods or services and those goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill and continued employment. If he for any reason chokes off, the worker is, virtually laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by maya of legal appearances. The make-believe trappings of detachment from the Management cannot snap the real life-bond. The liability cannot be shaken off.

(ii) The case of Gujarat Electricity Board, Thermal Power Station, Ukai, Gujarat v. Hind Mazdoor Sabha and others [, (1995) 5 SCC 27] wherein the question was raised as to whether the industrial dispute can be raised for abolition of contract labour, if so, who can raise such dispute and in case the Contract Labour System is abolished, what is the status of the erstwhile workman of the contractors. The Hon"ble Supreme Court, after referring to the earlier decisions, observed that neither Section 10 of CLRA Act nor any other provision provides for determination of the status of the workman of the erstwhile contractor once the appropriate Government abolishes the contract labour. In fact on abolition of the contract, the workmen are in a worse condition since they can neither be employed by the contractor nor is there any obligation cast on the principal employer to engage them in his establishment which is a vital lacuna in the Act. In that view, the question relating to the status of the erstwhile workmen of the contractor to be determined was indicated. It was pointed out that once the

Contract Labour System is abolished and an industrial dispute is raised, the status of the Workmen will be as determined by the Industrial Adjudicator. If the contract Labour System is abolished while the industrial adjudication is pending or is kept pending on the dispute concerned, the adjudicator can give direction in that behalf in the pending dispute. If however no industrial dispute is pending for determination of the issue, nothing prevents an industrial dispute being raised for the purpose. It was further considered with regard to who can raise an industrial dispute for absorption of the workmen of the ex-contractor by the principal employer. In that regard, it was stated that if the contract is not genuine, the workmen of the contractor themselves can raise such dispute since in raising such dispute, the workmen concerned would be proceeding on the basis that they are in fact the workmen of the principal employer and not of the contractor. Hence, the dispute would squarely fall within the definition of the Industrial dispute under Section 2(k) of the ID Act being a dispute between the employer and the employees.

(iii) The case *International Airport Authority of India v. International Air Cargo Workers' Union and another* [, (2009)13 SCC 374] wherein on referring to the decision in the case of *SAIL*, it was observed that the Hon'ble Supreme Court made it clear that neither Section 10 nor any other provision in the CLRA Act provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under Section 10(1) of CLRA Act and consequently the principal employer cannot be required to absorb the contract labour working in the establishment. It was noted that it was further held that on notification under Section 10 prohibiting employment of contract labour in any process, operation or other work being issued, if an industrial dispute is raised by any contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider as to whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or as a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of statutory benefits. If the contract is found to be sham and nominal and merely a camouflage, then the so called contract labour will have to be treated as direct employees of the principal employer and the industrial adjudicator should direct the principal employer to regularize their services in the establishment subject to such conditions as it may specify for that purpose. In that background, the facts therein was considered."

12. The decision in the case of *SAIL v. National Union Waterfront Workers* (supra) was also referred by the learned counsel for the Workmen to stress upon the relevance of the fact finding that is to be done by the industrial adjudicator even in the light of there being no prohibition for employment of contract Labour or subsequent to the issue of notifications prohibiting the employment of contract labour.

13. In the back ground of the various decisions relied upon by the learned

counsel for the Management and the Workmen on the subject, a cumulative appraisal of the same would emphasise the legal position that there would be no bar for the employer to engage contract labour through a contractor based on valid contract, as long as the same is not prohibited by issue of notification under Section 10 of the CLRA Act. Even in that circumstance if either the Workmen seek abolition of contract labour or seek regularization, the dispute raised in that regard will have to be adjudicated by the appropriate Industrial Tribunal/Court and in the said exercise, the Industrial Adjudicator will have to decide based upon the evidence as to whether the contract under which such contract labour are employed is genuine and not merely a ruse/camouflage. In the said process, if the finding is that such contract is a sham contract, the Industrial Adjudicator would be entitled to grant such relief in the facts and circumstance of the case.

14. Further, during the subsistence of the engagement of a contract labour, if a notification under Section 10 of the CLRA Act is issued and the engagement of contract labour is prohibited, the contract labour engaged by a valid contract would not automatically become the employees of the principal employer, but would continue to remain the employees under the contractor who may either engage them in any other establishment or terminate their services by complying the due procedure of law. Even in such circumstance, if the dispute is raised, the Industrial Adjudicator will have to determine based on the evidence with regard to the nature of contract in the background of the work performed and in that circumstance, if the contract is found to be sham with effect from the prohibition, the Industrial Adjudicator would be entitled to grant such relief to the concerned Workmen.

15. In that view, though the decisions referred above lay down the law that there is no provision for automatic absorption of the contract employees on prohibition notification being issued, the role of the Industrial Adjudicator would be utmost important and the finding of fact to be recorded in such circumstance would be relevant for ultimately considering the relief to be granted. In the instant case, the CGIT in para 13 of its award, on referring to the decision of the Hon"ble Supreme Court in the case of SAILNUWW (supra) and in that background referring to the facts involved has proceeded to consider the dispute between the parties. In this regard, the learned counsel for the Workman has relied on the decision in the case of Indian Overseas Bank v. IOB Staff Canteen Workers Union and another [, (2000)4 SCC 245] wherein the scope of consideration to be made in a writ petition is emphasized. In the said case, the exercise undertaken by the learned Single Judge in liberally re-appreciating the evidence and drawing conclusions of his own on pure questions of fact in exercise of writ jurisdiction was held impermissible and it is held that an appellate jurisdiction is not exercised over the awards passed by a Tribunal presided over by a Judicial Officer. The findings of fact recorded by a fact finding authority duly constituted for the purpose and which ordinarily should be considered to have become final cannot be disturbed for the mere reason of having based on materials or evidence not sufficient or credible in the opinion of the writ Court. As long as the

findings are based on some material which are relevant for the purpose or even on the ground if there is yet another view which can reasonably and possibly be taken. It is stated that the only course therefore open to the writ judge is to find out the satisfaction or otherwise of the relevant criteria laid down before sustaining the claim of the Workman on the facts found and recorded by the fact finding authority and not embark upon an exercise of reassessing the evidence and arriving at findings of one's own altogether giving a complete go by even to the facts specially found by the Tribunal.

16. Keeping in perspective the scope of examination permissible in a writ petition, the nature of consideration made by the CGIT is necessary to be noticed. At the outset, what is evident is that the award is not only with regard to the dispute referred, but the complaints made by the Workmen were also considered together. By the complaints, the workmen had alleged violation of the provisions of the I.D. Act in terminating their services while the dispute was pending. It is no doubt true that until the prohibition notification was issued, the continuation of the Workmen was in compliance of the order passed in the writ petition. Even if that be so, on the prohibition notification being issued, the contractor was not available at that point and in such circumstance if the discontinuance was to be made, the status of the contract employees was an issue which should have been brought before the Court since in the peculiar circumstances herein, the situation was not the same as it had been explained by the Hon'ble Supreme Court in the case of SAIL (supra) since in the instant case the possibility of the Workmen continuing under the Contractor was also not possible for he was not available.

17. In that background also, the genuineness of the contract was an issue to be decided. A perusal of the award would disclose that the CGIT has referred to the evidence tendered on behalf of the workmen through WW.1 and WW.2 and the documents relied on at Exhs.W1 to W32. From the evidence tendered in that regard, it was clear that though at the point when the dispute was raised one Sri Raja was the contractor, the fact was also that they had first worked under a contractor Sri Muniyappa in the Management herein from February 1981 and had continuously worked, but under different contractors. The evidence tendered through MW. 1 on behalf of the Management and the documents at Exhs.M1 to M8 are also taken into consideration. Though he had stated with regard to the workmen having worked under the contractors, he was not in a position to state with regard to the contractors possessing the necessary licence. With regard to the nature of the work that was being performed, he has stated that they were performing the work of stacking and de-stacking of cylinders in the LPG plant which is the regular work to be performed in the Management.

18. In the background of the evidence that was thus put forth by the parties relating to the nature of the work, the CGIT was of the opinion that the work which was being performed by the workmen concerned though as contract employees was of perennial nature. In that circumstance, the period for which

they were working in the light of the contention of the Management that they were working under the contractors was analysed. The fact that though there was change of contractors, the workmen had continuously worked under all the different contractors was also kept in view and the fact that they were ultimately working under the contractor Sri Raja while he absconded was taken note. The sequence thereof when the Management terminated the services of the workmen concerned in February 1999 and they having approached this Court which directed their continuance, pursuant to which the prohibition notification was issued whereupon once again their services were brought to an end during the pendency of the dispute which led to the filing of the complaints under Section 33A of the ID Act was taken into consideration. Therefore, apart from the manner in which they were employed, the CGIT also arrived at the conclusion that there was violation of law in the manner they were terminated and also in that circumstance, found that the workmen concerned are required to be reinstated.

19. Keeping in view the law relating to contract employment which is noticed above and the finding of fact recorded by the Industrial Adjudicator in the facts arising herein, it would indicate that it is not an "open and shut" case of contract employees being engaged when there was no prohibition and they continued to work under a contractor who was very much in control of the situation as on the date when the prohibition notification was issued. But, the contractor was absconding and not available. If that be the position, the facts on hand is not a situation where the interest of the contract employees would stand protected to be continued under the contractor on the issue of prohibition notification as has been held by the Hon"ble Supreme Court in the facts referred therein. On the other hand, except for the change in the contractors the workmen concerned have continued to work and the last of the contractors had absconded which in itself will indicate that the contracts entered were only for the purpose of compliance of the provision and in that view will have to be considered as sham. If any other view is taken in the instant case in the absence of the contractor, if the termination is permitted on the prohibition notice being issued, the workmen concerned would be left "high and dry" without employment either under the principal employer or the contractor.

20. In that view, if the consideration as made by the CGIT is taken into consideration, it cannot be termed as perverse or erroneous. Apart from the fact finding the CGIT has moulded the relief in such manner that there is not much prejudice to the Management as well. In that circumstance, even the challenge made by the workmen concerned to the award seeking the further relief as prayed in W.P. No. 4084/2007 will also have to be held as not sustainable nor will the award as passed by the CGIT call for interference.

In the result, both the petitions in W.P. No. 503/2007 and W.P. No. 4084/2007 are dismissed with no order as to costs.