
(1983) 11 GUJ CK 0006

In the Gujarat High Court

Case No : Criminal Appeal No's. 393, 394 to 396 of 1980

State of Gujarat and Another

APPELLANT

Vs

Sarabhai Chimanlal Sheth and Co.

RESPONDENT

Date of Decision : 24-11-1983

Acts Referred:

Citation : (1984) 2 GLR 793 : (1984) 2 LLJ 334

Hon'ble Judges : D.C. Gheewala, J;B.S. Kapadia, J

Bench : Division Bench

Judgement

Gheewala, J.—(His Lordship after stating the fact of the case Further observed)

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9. In a case reported at [1974-I LLJ 489] (Gammon India Ltd. v. Union of India), where the vires of the Contract Labour (Regulation and

Abolition) Act, 1970 were challenged, the Supreme Court had an occasion to consider the expression "workman" of an "establishment". In para

19 of the judgment, the Supreme Court has observed as under :

The expression "work of an establishment" means the work site where the construction work of the establishment is carried on by the petitioners

of employing contract labour Every clause of a statute is to be construed with reference to the context and other provisions of the Act to make a

consistent and harmonious meaning of the statute relating to the subject-matter. The interpretation of the words will be by looking at the context,

the collection of the words and the object of the words relating to the matters. The words are not to be viewed detached from the context of the

statute. The words are to be viewed in relation to the whole context. The definitions of contractor, workman, contract labour, establishment,

principal employer all indicate that the work of an establishment means the work site of the establishment where a building is constructed for the

establishment. The construction is the work of the establishment. The expression "employed in or in connection with the work of the establishment"

does not mean that the operation assigned to the workman must be a part of incidental to the work performed by the principal employer. The

contractor is employed to reduce the given result for the benefit of the principal employer in fulfilment of the undertaking given to him by the

contractor. Therefore, the employment of the contract labour, namely, the workmen by the contractor is in connection with the work of

establishment. The petitioners are contractors within the meaning of the Act. The work which the petitioners undertake is the work of the

establishment.

The above observation clearly indicates that if the work of the contractor is part and parcel of the work of the establishment and is not a separate

activity carried on by the contractor for his own purpose then such work would definitely be the work of an establishment. However, what is to be

seen in each particular case is as to what is the main purpose of the activity carried on by the person. If the main purpose of the activity is totally

unrelated to the activity of the establishment though incidentally it may be pertaining to the work undertaken by the establishment then such an

activity undertaken by the person would not be covered by the mischief of the provision. In each particular case, therefore, what is to be

determined is as to whether there is a direct nexus between the activity of the establishment and the activity of the person with whom the

establishment has entered into some transaction.

10. The next thing to be seen would be as to whether there is any direct nexus established between the activity of the establishment and the end

product of the activity of the person with whom the establishment has entered into the transaction. In the instant case, the contract which is on

record is only for the purpose of purchase of cotton waste yarn by the respondent from Sarangpur Mill. If cleaning of the bobbins is an activity

which is to be performed by the accused for his own purpose of securing yarn then it cannot mean that cleaning of the bobbins is an activity

undertaken for the establishment by the accused. We are, therefore, in complete

agreement with the learned Additional City Sessions Judge and in view of the fact that the contract of sale and purchase of yarn has been acted upon between the parties, we feel that the learned trial Magistrate was completely in an error in observing that the agreement was not acted upon. We, therefore, see no substance in the present appeals, which require to be dismissed and are consequently dismissed confirming the order of acquittal recorded by the learned Additional City Sessions Judge.