

# CONTRACT EMPLOYEES CLAIMING PERMANENCY QUOTING LONG CONTINUOUS SERVICE

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## ABSTRACT

*Chemical manufacturing unit in an industrial belt employing more than 1200 permanent employees on the company rolls and about 800 contract employees on a daily basis for their operations. The plant is located in an industrial area where facilities like eateries, shops or restaurants were not available. Almost all industries run their own canteen for their employees. Canteen facilities are extended for all employees – including contract workers. All employees depend on this canteen for their food and canteen run on a subsidized rate exclusively for the employees.*

*Canteen is contracted out on a three year contract basis. Company calls for quotation and management awards the contract to the most suitable and capable contractor to run the canteen under the terms and conditions set by the management. The rates are decided as per the long term settlement signed with the union and the balance amount is paid by the management to the contractor on a monthly basis. Canteen contractor engages required staff for running the canteen and they are on the rolls of the canteen contractor.*

*Every contractor when they take over the contract employs the same staff considering the familiarity of the contract employees in running the canteen. Management never interferes with this as the contract employees are directly employed by the canteen contractor and the management has no control over them. After several contractors' left one contractor who took the canteen contract wanted to bring his own employees. The existing contract workmen, about 25 employees working in various capacities, prevented the new contractor bringing his employees and demonstrated in front of the company claiming that the jib belongs to them and the contractor should employ them when he take up the contract.*

*Matter gets referred to the court and the judgment was against the contract workmen. Contract workmen staged a strike in front of the company gate claiming management to direct the contractor to employ them failing which management should provide them alternate employment*

**Keywords:** *Contract workmen, Permanency in employment, long continuous service.*

## INTRODUCTION

Edayar – Binanipuram industrial belt is filled with large, medium and small industries with minimum infrastructure facilities due to locational disadvantage. Public sector large scale industries like FACT, TITANIUM and Indian Rare Earths dominate the industrial belt with their large employee strength, own internal facilities, more like a town-ship of their own.

A few kilometers away a well-developed industrial area closer to Kochi prevents development in this area indirectly. This makes the industries to run their own facilities like canteen, medical and transport facilities irrespective of the size of the industry. Some companies club together to run these facilities however, still they remain controlled by a group of private service providers. Employees depend purely on these facilities for their transportation and food as hardly any residential facilities are available in these areas.

Three major Trade unions dominate this industrial area, INTUC, CITU and BMS. There is a continuous struggle between the management and Trade Union leaders for making the contract workmen to company employees. Union leaders' popularity depends on the number of conventions they make from contract workmen to company employees. More than three lakhs of contract workmen work in this area under various contractors. These contract workmen by virtue of working for a long time enjoy all the facilities offered to the company employees and they stick on to one industry where they work for years together.

## ABOUT THE CASE STUDY

This is a case study related to employment of contract workmen in industries on a regular basis, how the contract employee influence regular working of the industries, and many a time become a threat to the industrial relations and employment of the industries. Influence of unionism among the contract workmen, engagement of contract workmen in regular process of the industries and how over the years the contract workmen and the contractor became inevitable part of the industry.

Contract employees work like a regular employee in these

industries especially in the areas like security, canteen, housekeeping etc. In the small scale industries even on the production process mainly due to unpredictable order levels from the main industries that they serve. In this particular study we discuss how in a large scale chemical factory, canteen workmen worked continuously even when the contractor changes and claim for permanency after a span of 10 years. The labour court and high court also were lenient in their approach supporting the weaker session, especially to ensure employment for these workers. We also look in to the aspects of precautions the management should ensure to protect their interest in the long run and to keep the contractor as a convenience.

#### **FACT OF THE CASE**

In a chemical industry, where contract works are deployed in a service area claims permanency because of continues services. Canteen workmen continue to serve even when the contractor changes. Management turned a blind eye on this and ultimately became party to dispute. Contract workmen claims permanency and wanted the principle employer (the company) to resolve their issues and provide permanent employment in the industry. The article narrates the situation and solution to this problem

#### **PROBLEM STATEMENT:**

Workmen deployed in canteen claims permeant status quoting continuous services with the industry. Contract workmen points out that even when the contractor changes they remain in service for more than ten years. Contract workmen wanted the principle employer to provide alternate jobs in case the contractor fails to provide permanent employment for them.

#### **OBJECTIVE OF THE CASE:**

- a) To highlight dangers of continuous employment of contract workmen in any industry.
- b) When contractors' changes new incumbent deploys existing employees for convenience that eventually establish a permanent status for the contract workmen. Management should bring in a robust system to ensure workmen are changed when the contractor changes.
- c) Uninterrupted continuous services in an industry in a particular area entitles contract workmen to claim permanency, this article highlights precautions to be taken to avoid this incidence
- d) To sensitize managers that any activity connected with the production or any activity that is an out flow of the main activity is a potential dangerous area. This article provides solutions to be safe in such activities.

#### **LITERATURE REVIEW:**

1. Cominco Binani Zinc Ltd. vs Pappachan on 28 December, 1988 - (1989) ILLJ 452 Ker Kerala High court – Judgement was in favour of the workmen directing the contractor to regularize their employment with back wages including all statutory and customary compliances.
2. Secretary - State Of Karnataka vs Uma Devi and Others - 10 April, 2006, Supreme Court of India. Judgment was in favour of the petitioner, Uma Devi directing the State of Karnataka to offer employment

considering her long uninterrupted service as a contract employee.

3. Food Corporation of India (FCI) Vs Hari Nandan Prasad, passed by the Division Bench of the Jharkhand High Court, 2008. Judgment passed on 27.6.2008 favoring employment of Hari Nandan Prasad taking into consideration his long service as a contract employee.
4. Bhuvnesh Kumar Dwivedi vs M/S Hindalco Industries Ltd on 25 April, 2014, passed by the High Court of Allahabad on 10.03.2011 based on the Writ Petition No. 8784 of 2002, passed a judgment in favor of the petitioner directing Hindalco Industries to consider Mr Bhuvnesh Kumar Dwivedi for suitable employment.
5. Maharashtra Industrial Development Corporation Vs Anand Laxman Ramteke Mumbai high court on Nov 20, 2014 turned down the claim of the petitioner quoting that there is nothing on record to show that the employee was continuously working without any break from 25.04.1990 to 20.12.1905.
6. State Of U.P vs Kamlesh Kumar Tripathi Allahabad High Court on Oct 31, 2012 passed a judgement in favour of the petitioner quoting that, the Court found that the workman had worked continuously for 240 days in each year but he was disengaged w.e.f 30.5.1998 without any notice or compensation. The court directed the state of U P to reinstate the workmen with back wages.
7. Bhaurao vs Executive Engineer, Bhandara Irrigation Department Bombay High Court on Feb 23, 2004 the Court dismissed the complaint on the ground that the petitioners did not complete continuous service of 240 days in a year preceding to his termination.
8. Naresh Kumar vs State Of H.P and Others Himachal Pradesh High Court on Oct 1, 2007 the court gave an interpretation to this provision of continuous working of 240 days and that it should be completed in 12 calendar months preceding the disengagement, that the petitioner had neither completed 240 days in any calendar year nor in the preceding 12 month. Hence the petition was dismissed.
9. Principal, Dobngar College, Bikaner vs Om Prakash and another, Rajasthan High Court on Sep 8, 1998 passed a judgement that the aforesaid contention is not acceptable to the court for the reason that the finding of fact recorded under issue relating to working of 240 days of respondent that respondent has not worked in the Government college for 240 days in a calendar year.
10. Executive Engineer, GRBCC Division, Belgaum vs Shivakka Karnataka High Court on Aug 3, 2016 passed judgements that the Hon'ble Court has categorically held that fulfillment of continuous working of 240 days is a condition precedent to grant any relief to a daily wage employee and that Management witness (M.W.2) has admitted in the cross-examination that the NMR registers shows

that the respondent had worked for a continuous period of 240 days hence the employee to be reinstated with all benefits.

11. Ghaziabad Development Authority vs Ashok Kumar Supreme Court of India on Feb 15, 2008, that working for a period of 240 days in the preceding year would subserve the purpose. What is necessary under the said provision is working for a period of 240 days in 12 continuous months it was urged that as despite the fact that he had worked for more than 240 days in the year preceding his retrenchment his services had been dispensed with on 1-4-1990. The court ordered for reinstatement with back wages.
12. Udeyvir Singh vs. Union of India Central Administrative Tribunal on Apr 13, 2005 denied the contentions and stated that though applicant had worked with the respondents but never worked continuously for 240 days in two consecutive years.
13. Manager, Reserve Bank of India, Bangalore v. S. Mani Supreme Court of India on Mar 14, 2005 though the workmen raised a contention of rendering continuous service from April 1980 to December 1982 he could not prove this.
14. Tamil Nadu State Construction Corporation, Ltd. vs. Presiding Officer Madras High Court on Oct 19, 2006 there is a dearth of evidence showing workman's continuous working of 240 days. Hence it cannot be stated that the instant case is covered by the said Act.
15. Firoz Khan v. State Of U.P and Others Allahabad High Court on Mar 1, 2007 court observed that Mere continuous working for 240 days in service with the contractor would create a dangerous situation of over staffing, and critically effect the financial health of the Nagar Palika Parishad. Hence petition dismissed.
16. Jay Auto Stores & 1 Petitioner(S) v. Rafiq Nizarmamad Makrani (S) Gujarat High Court on Jan 21, 2011 Petition dismissed as the workmen was not able to produce any documentary evidence to prove that he was working for 240 days continuously.
17. Smt. Anita Dubey v. Khanna Urology and Lithotripsy Center Madhya Pradesh High Court on Jul 28, 2016 the finding as recorded by Labour Court, it is apparent that the Labour Court found that continuous uninterrupted working of 240 days within one calendar year has not been proved by the petitioner. Hence the petitioner herself has failed to prove her working in one calendar year for more than 240 days.
18. Lalappa Lingappa and Others v. Laxmi Vishnu Textile Mills Ltd. Supreme Court Of India on Feb 11, 1981 ...the substantive part of the definition of "continuous service" in Section 2(c) of the Act, is that an employee is deemed to be in continuous service if he has been actually employed for not less than 190 days if employed below the ground in a mine, or 240 days if above the ground, irrespective of the fact whether they had actually worked for 240 days in a year or not.

## DETAILS OF THE CASE:

Chemical manufacturing unit was located in a remote industrial area almost 18 K M away from the nearest town. The company was employing around 1200 permanent employees and 800 contract workmen for various activities on a day-to-day basis. Since the company was located away from the town and there was only ONE private bus running from the town to the industrial area, majority of the employees were depending on the company bus service. The industrial area was with minimal facility development. There were no restaurants, or eating place; employees were depending on the industrial canteen of their respective industries for food. Almost all industries were running their own canteen and providing subsidized food for their workmen

The chemical manufacturing industry had five registered unions three for their regular employees and two for the contract workmen. Company had recognized all the three unions as their bargaining agents to maintain better industrial relations. Company enters in to long term settlements, fixing up wages, benefits, working facilities, and conditions of employment with all three unions under the certification of the labor department once in every three years. The contract workers unions used to replicate the same benefits by signing similar agreements with their contractor once the agreement with the company workers are signed. In effect all the workmen whether regular (on company roles) or on contract enjoys the same benefits and working conditions.

Providing canteen facilities for all workmen, office staff including the management staff was one of the agreed conditions as per the long term settlement entered between the management and the unions. Management has also specified that the canteen will be contracted out for running it and the contract will be for a period of three years. The cost of each item provided was specified as per the agreement entered between the management and the unions. Management pays the cost of running the canteen to the contractor on a monthly basis. Responsibility of ensuring the canteen operation was on the management. Canteen workers had a separate union affiliated to one of the contract workers union. Their terms and conditions were marginally different from the other workers due to the difference in nature and conditions of work.

As per the norms of contract between the contractor and the management, the contractor has to employ his own workmen, manage them, including paying salaries and wages and the management is no way responsible for these employees and payment there off. Running of the canteen in this fashion was continuing for more than decade and both management and unions were satisfied with the operations of the canteen. Every three years contractors used to change; company awards contract to new contractors. Contractors for the convenience of operation used to employ the same workers, who were working with the previous contractor. Outgoing contractor used to hand over the wage structure and job details to the new contractor that facilitated the new contractor to operate

the canteen with ease.

During 1985 when the existing canteen contract expired management called for quotations from new contractor and awarded the contract to the best suitable person. This contractor had a large base of industrial canteen, with all facilities attached to him. He had his own employee, vegetable and grocery supply, transportation facilities etc.

The new contractor after taking over did not employ the workmen from the previous contractor. He brought his own employees and started the canteen. The outgoing contractor settled all dues to the employees, and informed them that the contract is over and they can look for alternate employment from now on. The contract employees approached the new contractor but the new contractor informed them that he has his own employees and hence no need of their services. Employees approached the labour department and filed a petition for non-employment. They roped in the management also requesting the management to provide alternate employment in case the canteen contractor is not able to provide them jobs.

The contract workmen man's arguments were following:

- They were working for the company canteen for the past 8 to 10 years
- There was no break in their services and hence as per the contract labour regulations act they are deemed to be permanent employees of the company canteen.
- The canteen employees were enjoying all facilities that is enjoyed by other contract workmen employed in the company
- Whenever company contract workmen are paid bonus and other facilities these employees were also paid bonus and other facilities in the same ratio and these were the terms and conditions agreed by the contractors with the canteen employees union
- Every three years only the contractor changes but these employees continue with their employment, irrespective of who the contractor was.
- Management is fully aware about their continuous employment and not objected to their continuation so far.
- The canteen is run exclusively for the said manufacturing unit and managed by the manufacturing unit's Labor department, through the contractor.
- These employees do not have any other employment opportunity and are purely depending on this contract employment for their survival.

Labor department accepted the complaint filed by the workmen and issued notice to both the canteen contractor and management.

Canteen contractor denied all the allegations put forward by the workmen, quoting the terms and conditions of contract with the management.

- Contractor took the contract from the management just a few months before. The Contract is for three

years.

- There is no clause directing the Contractor to employ the existing workmen nor this was a matter of discussion with the management
- Either the workmen or the outgoing contractor mentioned anything about these conditions at the time of negotiations or at the time of taking over the canteen.
- Workmen raised the issue of employment ONLY when the contractor started running the canteen, that is after the previous contractor left.
- Workmen who raised the dispute belong to the previous contractor and hence they should raise the dispute with the previous contractor in case they have any dispute regarding their employment.
- The present contractor informed the labor department that he has his own employees and if he employs these workmen his employees will become jobless

Management was clear in making a statement that the canteen runs on contract and management has no idea who is employed and how long they are employed in the canteen. Management do not know whether the same employees are employed or not; as that is purely the look out of the contractor and management has no say in that.

Since management has nothing to do with this dispute they requested the labor department to remove their name from the respondents list.

Labor department could not conclude the dispute amicably and hence referred the case to the labour court. Canteen workers opted support from the contractor workers union. The labour court passed judgement in favor of the canteen workmen and directed the canteen contractor to accommodate these workers somewhere in his catering business. Labour court however dismissed the plea of the canteen workers to get employed on the company rolls and declared that management has nothing to do with the contract workmen

Canteen contractor refused to accept the judgement and filed a petition against the judgment in the high court. And the union again requested the court to include company management as a party to the case and the court sent notice to the company management also. High court passed judgment in favor of the union and directed the canteen contractor to engage the workmen in the canteen. However the court turned down the request of the union to consider for permanent employment with the company. Court considered the following facts while passing the judgement:

- a) Workers who raised dispute were working for the canteen for the past 8 to 10 years without any break in services
- b) Even when the contractor changed the workmen continued to work for the canteen. The said workers are purely depending on this job for their livelihood and has no alternate opportunity of employment available in front of them
- c) Contractor was only a conveyance canteen was running for the employees who were engaged by and for company management

- d) Management new that the workmen continued the service and never objected to this
- e) Every month the wage register is counter signed by the representative of the management as per the payment of wages Act and hence it is proved that the company management is the principle employer.
- f) If the contractor is unable to provide employment to the canteen workers it is the duty of the principle employer to ensure they get employed in the canteen.

Company management refused to accept these employees in their canteen as they were concerned that these employees will again claim for permanency when the contractor changes after their contract period. Canteen contractor deployed them in various other canteen services and adhered to the court order. Company Management was there- after very clear in ensuring new workmen whenever the canteen contractor changes to ensure such claims do not come-up again

**IMPACT ON INDUSTRIES:**

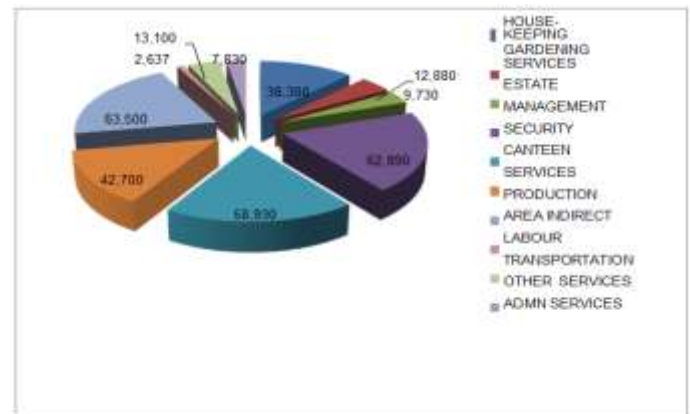
A survey conducted in the industrial belt shows that almost all industries irrespective of Public or private sector, large, medium or small scale industries employ contract workmen on a regular basis. More than three lakhs of contract employees work on a daily basis in this industrial belt under various contractors, serving the main industries all administrative set-ups like security, transportation, canteen, housekeeping services were contracted out to different agencies in this areas. In small and tiny industries even manufacturing process is manned by the contract workmen on a regular basis, though this is not permitted under the law. Many such service institutions survive based on the services provided to these industries on a regular basis. Large public sector undertakings deploy more number of contract workmen to manage their estate facilities and guest houses on an ongoing basis.

Industries will come to a stand-still if these services are removed, moreover lakhs of contract employees will be jobless if these services are removed. Both the industry and contract employee, thus service on a mutually beneficial manner and contract employments become an inevitable and unavoidable factor in these industrial belts. To ascertain information on contract workmen, we conducted a survey in Edayar – Binanipuram industrial belt to understand the depth of contract employees’ influence on working of industries in that area.

We found more than three lakhs of unskilled, semi-skilled employees are working in the industrial belt under various contractors on a day to day basis. These employees attach themselves to a particular contractor and industry and regularly work like any other employee on company rolls and enjoy all benefits that a permanent employee enjoys except for the difference that they are not on the pay roll of the company. The industry also treats them line a regular employee for all practical purpose. The details of the survey are given below for a quick reference:

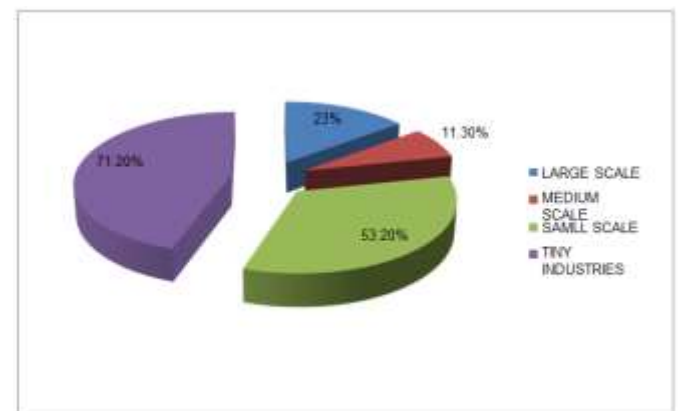
**NUMBER OF CONTRACT EMPLOYEES DEPLOYED IN VARIOUS FUNCTIONS IN EDAYAR – BINANIPURAM INDUATRIAL AREA.**

**ON AN AVERAGE APROX 3, 12,500 EMPLOYEES ARE WORKING UNDER VARIOUS CONTRACTORS**



Above graph indicates that majority of the contract employees are deployed in Canteen services, indirect labor, Admin services and in transportation. While transportation is mainly an outside premises activity, other activities are connected with the production and inside the premises.

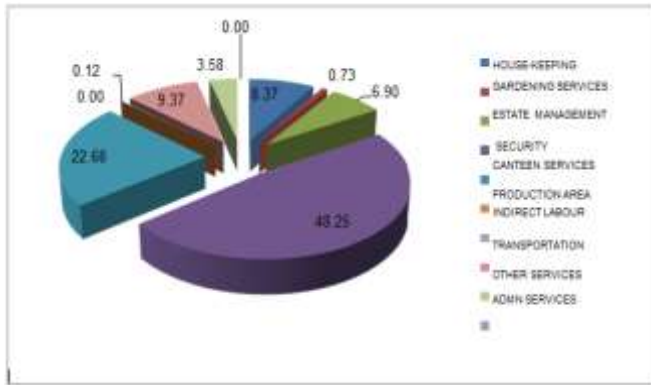
**PERCENTAGE OF CONTRACT EMPLOYEMENT IN LARGE, MEDIUM AND SMALL SCALE INDUSTRIES IN EDAYAR – BINANIPURAM INDUATRIAL AREA**



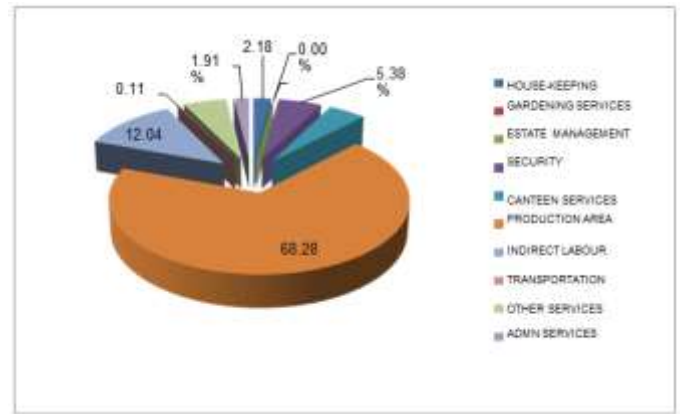
Numbers of contract employees are more in small and tiny industries because they employ large number of contract workmen for production purpose. Numbers are shown in percentage.

**INDUSTRY WISE CONTRACT WORKMEN IN VARIOUS CATEGORIES CONTRACT WORKMEN IN LARGE SCALE PUBLIC SECTOR UNDERTAKINGS**

**CONTRACT WORKMEN IN LARGE SCALE PUBLIC SECTOR UNDERTAKINGS**

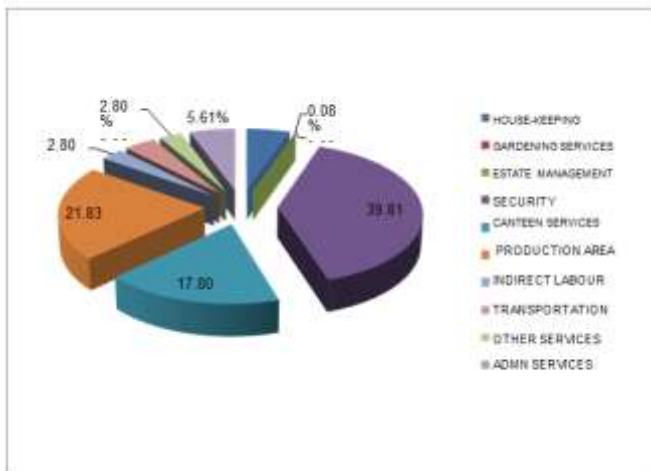


Above graph points out that security and canteen services deploy sizable contract Workmen when compared to other services



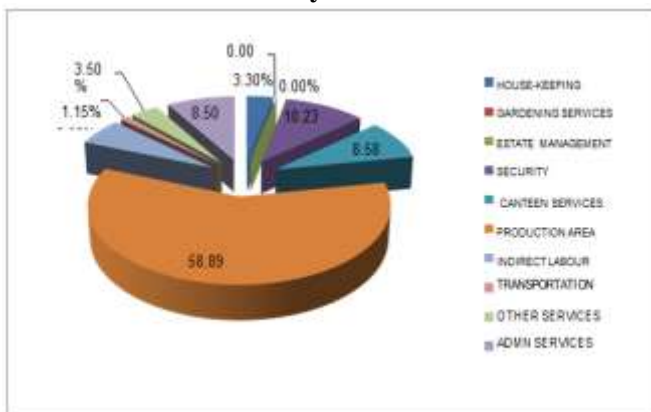
In tiny industries close to 70 percentage of contract workmen are deployed on regular production jobs and another 12 percentage on supporting work related to production and allied activities.

### CONTRACT WORKMEN IN MEDIUM SCALE INDUSTRIES



In medium scale industries security, canteen services and production deploys maximum number of contract workmen.

### CONTRACT WORKMEN IN SMALL SCALE INDUSTRIES – Ancillary Units



In small scale industries more than half of contract workmen are deployed for regular production related jobs.

### CONTRACT WORKMEN IN TINY INDUSTRIES

#### SOLUTIONS

- Ensure the contract workmen are engaged, deployed and paid by the contractor and they are removed as and when the contractor changes.
- Managers to collect all documents to establish that such contract workmen are paid in full to settle their dues and certificate to this effect is obtained from the contractor before terminating his services.
- Avoid deploying contract workmen in direct jobs even though a contractor.

#### ALTERNATE SOLUTIONS:

- Instead of running a canteen provide, cooked food from outside and only service during the lunch and tea time is available I canteen.
- Direct the contractor to deploy different people every month to ensure NO continuity of deployment for more than a month for any contract workmen
- Ensure no contract workmen are deployed for more than 90 days in a calendar year.

#### CONCLUSION

In the Edayar – Binanipuram industrial area more than three lakhs of contract workmen work under various contractors. These contractors depend on the industries in those areas. Three major Trade unions dominate this industrial area, INTUC, CITU and BMS. There is a continuous struggle between the management and Trade Union leaders for making the contract workmen to company employees. Union leaders' popularity depends on the number of conventions they make from contract workmen to company employees. This is a typical incident where the contract workmen claim permanent employment with the principle employer under some pretest or other. In the industrial area where thousands of workmen work for hundreds of industries union – management struggle to ensure continuous employment of their allies and sympathizers.

In this particular case, a group of workmen, working in canteen, on a contract basis tries to get in to the permanent rolls of the company claiming continuous service under the contractor. Court also looks at leniently and passes

judgment in favor of the weaker session to ensure maximum employment opportunities. Management has to be careful in enforcing labor laws protecting their interest by enforcing each clause of the law turning them to the advantage of the principle employer to protect the interests of the management.

#### REFERENCES:

- **Kerala High Court - Cominco Binani Zinc Ltd. vs Pappachan** on 28 December, 1988 Equivalent citations: (1989) ILLJ 452 Ker
- In view of what has been stated above, I quash Ext. P3 award in so far as it makes the petitioner liable to pay gratuity and bonus to the workers engaged in the canteen. That part of the award which makes the petitioner liable for arrears of wages due to the workers is sustained. The Original Petition is disposed of with the above observations. No costs.
- **Principal Doongar College, Bikaner v. Om Prakash and another** RAJASTHAN HIGH COURT DATE: AUG 8, 1998 CITED BY: 1 CORAM: 1...Constitution.11. It is next
- contended by learned counsel for the petitioner Mr. Singhvi that the finding of continuous working of 240 days in a calendar year by respondent...relating to working of 240 days of respondent No. 1 formulated by Labour Court, Bikaner is based on evidence on record which is not assailable for the reasons mentioned in the preceding paragraph of...not specifically denied that respondent No. 1 has not worked in the Government college for 240 days in a calendar year.
- **Maharashtra Industrial Development Corporation v. Anand Laxman Ramteke**
- COURT: BOMBAY HIGH COURT DATE: NOV 20, 2014 CITED BY: 0 CORAM: 1
- ...days continuously preceding the date of his termination from service. There is nothing on record to show that the employee was continuously working without any break from 25.04.1990 to 20.12.1990] Be that as ...of 240 days preceding the date of termination has been established along with violation of...wages has been granted upon recording the finding that the employee has worked continuously for 240 days from 24.09.1988 to 20.12.1990.
- **State Of U.P through... v. Kamlesh Kumar Tripathi** COURT: ALLAHABAD HIGH COURT DATE: OCT 31, 2012 CITED BY: 3 CORAM: 1...for 240 days. It is trite to say that the burden of proving continuous working of 240 days in the preceding 12 calendar months is heavy upon the workman, but it is also correct t...from 1.4.1992 and he continuously worked for 240 days in each year but he was disengaged w.e.f 30.5.1998 without any notice or compensation when, he raised a demand for regularization. He approached the...any relief.4. After the parties led their evidence, the Labour Court found
- that the workman had worked continuously from 1992 to May, 1998 completing 240 days in each year.
- **Bhaurao v. Executive Engineer, Bhandara Irrigation Department** COURT: BOMBAY HIGH COURT DATE: FEB 23, 2004 CITED BY: 0 CORAM: 1...completed the continuous working of 240 days in a year preceding year to their termination, have been terminated orally on 1.11.1992 and, in such circumstances, the matter may be remanded to the...challenged before the Labour Court. The Labour Court dismissed the complaint on the ground that the petitioners did not complete continuous service of 240 days in a year preceding to their termination...that the respondents are in the custody of the records and onus was on them to prove that the petitioners did not work for continuous period of 240 days in a year. He contended that even an application.
- **Naresh Kumar v. State Of H.P and others** COURT: HIMACHAL PRADESH HIGH COURT DATE: OCT 1, 2007 CITED BY: 0 CORAM: 2 ...Court in its impugned order had given a strange interpretation to this provision of continuous working of 240 days and that it should be completed in 12 calendar months preceding the disengagement...that the petitioner had neither completed 240 days in any calendar year nor in the preceding 12 months. However, a perusal of Annexure R-1 giving the details of the working days of the petitioner shows...date of his termination. However, it is no requirement of law that in case a worker completes 240 days preceding the date of his termination in 11 months itself or less that it cannot be said that he...
- **Executive Engineer, Grbcc Division, Belgaum and another vs. Shivakka** COURT: KARNATAKA HIGH COURT DATE: AUG 3, 2016 CITED BY: 0 CORAM: 1...(supra), the Hon'ble Supreme Court has categorically held that fulfillment of continuous working of 240 days is a condition precedent to grant any relief to a daily wage employee.2...required working days is 240;iii. The Court below has recorded a finding that Management witness (M.W.2) has admitted in the cross-examination that the NMR registers for the months of...the Labour Court that the respondent had worked for a continuous period of 240 days is perverse. Therefore, the award is unsustainable.22. So far as the order passed by the Division...
- **Ghaziabad Development Authority and another vs. Ashok Kumar and another** COURT: SUPREME COURT OF INDIA DATE: FEB 15, 2008 CITED BY: 224 CORAM: 2...provide that working for a period of 240 days in the preceding year would subserve the purpose. What is necessary under the said provision is working for a period of 240 days in ...-1990, he continued to work. It, however, appears that his services had been dispensed with on 1-4-1990. 6. It was urged that as despite the fact that he had worked for more than 240 days...240 days in the year preceding his

retrenchment, categorically stated that as the Government did not create any post, no work from the first respondent could be taken and his services.

- **Udeyvir Singh vs. Union Of India** COURT: CENTRAL ADMINISTRATIVE TRIBUNAL DATE: APR 13, 2005 CITED BY: 0 CORAM: 1& Others, decided on 17.9.2003 by this Bench it has been held that once a denial for continuous working for 240 days in two consecutive years is made by the respondents burden shifts to applicant to...certificate which does not certify the continuity of service in two consecutive years for 240 days on denial by respondents the burden is on applicant to establish the aforesaid working, which is a pre...counsel denied the contentions and stated that applicant though applicant had worked with the respondents but never worked continuously for 240 days in two consecutive years.
- **Manager, Reserve Bank of India, Bangalore v. S. Mani** and others COURT: SUPREME COURT OF INDIA DATE: MAR 14, 2005 CITED BY: 242 CORAM: 3 ...respondents and the same were found to be all genuine. He did not make any admission as regards the continuous working of the respondents for a period of more than 240 days nor is there even a.... 250, para 10) “10. ... We cannot but bear in mind the fact that the initial burden of establishing the factum of their continuous work for 240 days in a year rests with the...conceded that the workmen had worked for 240 days. 17. The workmen raised a contention of rendering continuous service between April 1980 to December 1982.
- **Tamil Nadu State Construction Corporation, Ltd. v. Presiding Officer**, Labour Court, Chennai COURT: MADRAS HIGH COURT DATE: OCT 19, 2006 CITED BY: 0 CORAM: 1 ...of hand, there is a dearth of evidence showing workman's continuous working of 240 days. Hence it cannot be stated that the instant case is covered by the said judgment.23...not adduced evidence supporting his case for having worked for 240 days within the meaning of “continuous service” as defined under S. 25-B of the I.D Act.16. For the proposition that...onus of proof lies upon the workman, to prove that he had worked for 240 days, within the meaning of “continuous service”, as defined under S. 25-B of the Act.
- **Firoz Khan vs. State Of U.P and Others** COURT: ALLAHABAD HIGH COURT DATE: MAR 1, 2007 CITED BY: 0 CORAM: 1...creates a dangerous situation of over staffing, and critically effect the financial health of the Nagar Palika Parishad. Mere continuous working for 240 days in service with the contractor would no...to deny regularisation of their services as they allege to have already worked for more than 240 days in a calendar year.5. Admittedly the petitioners were working on contract basis...Rakesh Tiwari, J.:— Heard learned Counsel for the parties and perused the record.2. The petitioners were working on

contract basis.

- **Jay Auto Stores & 1 Petitioner(S) vs. Rafiq Nizarmamad Makrani (S)** GUJARAT HIGH COURT DATE: JAN 21, 2011 CITED BY: 0 CORAM: 1...with regard to workman not establishing continuous working of 240 days by not producing any documentary evidence would also be of not availed as the workman has consistently adhered his stand that he...of eye card and non-issuing of appointment letter and non-production thereof in support of the submission of the workman that he has completed 240 days shall not be concluding factor holding workman's...before the Court that no documentary evidence were provided to him and when he says on oath that he had worked for 240 days.
- **Smt. Anita Dubey vs. Khanna Urology and Lithotripsy Center** MADHYA PRADESH HIGH COURT DATE: JUL 28, 2016 CITED BY: 0 CORAM: 1...the finding as recorded by Labour Court, it is apparent that the Labour Court found that continuous uninterrupted working of 240 days within one calendar year has not been proved by the petitioner. It...Filed before Labour Court or bringing some evidence of the co- workers, the factum regarding working of 240 days has not been established.4. In addition to the aforesaid, it is seen from...claim and the petitioner herself has failed to prove her working in one calendar year for more than 240 days.
- **Lalappa Lingappa and Others vs. Laxmi Vishnu Textile Mills Ltd.** SUPREME COURT OF INDIA DATE: FEB 11, 1981 CITED BY: 155 CORAM: 2...the substantive part of the definition of “continuous service” in Section 2(c) of the Act, upon the basis that there was no break in service i.e there was no question of their a.... In a case falling under Explanation I, an employee is deemed to be in continuous service if he has been actually employed for not less than 190 days if employed below the ground in a mine, or 240 days...service i.e in respect of every year during which they were in permanent employment, irrespective of the fact whether they had actually worked for 240 days in a year or not.