Digest of Important Judgements relating to ECL

(2026-27)

Prepared By Legal Dept, ECL

Case Citation No.	Name of the Case / Parties	Forum / Court	Key Legal Principle Decided
ECL-COMP-01	*Eastern Coalfields Limited v. Union of India & Ors.* (WPA 8323 of 2024)	Hon'ble High Court at Calcutta	**Jurisdictional Limits of Industrial Tribunals:** A Tribunal cannot cross its terms of reference or grant reliefs to individuals not mentioned in the original dispute reference.
ECL-COMP-02	*Bedana Bouri & Anr. v. The Chairman Coal India, Coal Bhawan & Ors.* (WPA 29237 of 2024)	Hon'ble High Court at Calcutta	**Expeditious Disposal of Representation Without Merits Assessment:** The Court can direct management to fast-track its decision-making process on an employee's representation without evaluating or deciding on the actual legal merits of the underlying claim.
ECL-COMP-03	*Rajesh Kumar Singh v. Management of Kumardihi 'B' Colliery, ECL* (Reference Case No. 45 of 2023)	Central Government Industrial Tribunal-cum-Labour Court, Asansol	**Evidentiary Weight in Age Disputes for Compassionate Claims:** In compassionate appointment claims, non-contemporaneous birth documents carry low evidentiary value. Medical Board age assessments (using the mid-point rule) and internal Service Book records prevail over unverified school or delayed civil certificates.
ECL-COMP-04	*Eastern Coalfields Limited & Anr. v. Union of India & Ors.* (WPA 6050 of 2026)	Hon'ble High Court at Calcutta	**Employer's Right to Deduct Penal Rent from Gratuity:** An employer is legally entitled to withhold or deduct outstanding rent and accumulated penal rent from a retired employee's gratuity if they unlawfully refuse to vacate company housing after retirement.
ECL-COMP-05	*Eastern Coalfields Ltd. v. Union of India & Anr.* (WPA 8870 of 2024)	Hon'ble High Court at Calcutta	**Bilateral Labor Agreements are Indivisible Package Deals:** The National Coal Wage Agreement (NCWA) and its connected implementation instructions must be accepted or rejected as a whole. A Tribunal cannot cherry-pick parts of an industrial agreement while ignoring others.
ECL-COMP-06	*Habu Bouri v. Management of 3 & 4 Incline, Jhanjra Project Colliery, ECL* (Reference Case No. 29 of 2021)	Central Government Industrial Tribunal-cum-Labour Court, Asansol	**Long Unauthorized Absence and Implied Job Abandonment:** Continuous, unauthorized absence without informing management constitutes a major misconduct. An employer is justified in drawing a legal presumption of job abandonment if an employee fails to provide medical or legal notices for an extended period.
ECL-COMP-07	*F.M.A. 1709 of 2025 with I.A. No. CAN/1/2025, Eastern Coalfields Limited (Appellant) Versus Union of India & Ors. (Respondents)*	Hon'ble High Court at Calcutta	Compassionate employment claims must be handled with strict timelines and meticulous record-keeping. When a rejected case is reopened under an MoU or policy change, ensure that notices for medical examinations or screenings are sent clearly and documented properly. If a claimant fails to appear or remains uncommunicative after an opportunity is given, note that silence immediately in the file. As shown in this judgment, if a claimant wakes up after years of silence to demand a job, their failure to attend the management's scheduled medical screening, combined with the long delay, serves as a powerful defense to get the claim dismissed or quashed in a court of law.

ECL-COMP-08	*MAT 673 of 2026 with I.A. No. CAN 1 of 2026; Anima Mukherjee (Appellant) Versus Eastern Coalfields Limited & Ors. (Respondents)*	Hon'ble High Court at Calcutta	Compassionate employment claims must be handled with strict timelines and meticulous record-keeping. When a rejected case is reopened under an MoU or policy change, ensure that notices for medical examinations or screenings are sent clearly and documented properly. If a claimant fails to appear or remains uncommunicative after an opportunity is given, note that silence immediately in the file. As shown in this judgment, if a claimant wakes up after years of silence to demand a job, their failure to attend the management's scheduled medical screening, combined with the long delay, serves as a powerful defense to get the claim dismissed or quashed in a court of law.

IN THE HIGH COURT AT CALCUTTA

Constitutional Writ Jurisdiction

Appellate Side

Present :

The Hon'ble Justice Shampa Dutt (Paul)

WPA 8323 of 2024

Eastern Coalfields Limited
Vs.
Union of India & Ors.

For the Petitioner	:	Mr. Manik Das.
For the Respondent/ Union of India	:	Mr. Nandlal Singhania, Sr. Adv. (Through VC)
Hearing concluded on	:	22.01.2025
Judgment on	:	29.01.2025

Shampa Dutt (Paul) , J.

1. The present writ application has been preferred praying for direction upon the respondent authorities to cancel, rescind and/or withdraw the impugned award dated 29th August, 2023 passed by the Central Government Industrial Tribunal cum Labour Court, Asansol, in Reference Case No. 31 of 2012 and not to take any step as per the said award.

2. **Vide the impugned order the learned Judge held as follows:-**

> *"That the claim for compassionate appointment of Achu Munda on the death of Sukra Munda is dismissed on contest. Smt. Kayri Munda, wife of Late Sukra Munda is entitled to monetary compensation from the management of ECL from the date of death of Sukra Munda in terms with the provisions of Clause 9.5.0 (iv) of NCWA-VI till she is sixty years of age. An award be drawn up in the light of my above decision. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.*
>
> ***Sd/-***
> ***Presiding Officer,***
> ***C.G.I.T. cum L.C., Asansol."***

3. It is the contention of the petitioner company that the learned Tribunal acted beyond the point of reference and as such the findings and directions which is beyond the reference is bad in law and liable to be set aside.

4. It is further submitted that only the point of reference made by the Government authority concerned is to be adjudicated by the Tribunal and the Tribunal cannot direct anything beyond the point of reference.

5. **The order of reference dated 01.8.2012, with the point for reference is as follows:-**

> *"Whether the action of the management of Nageshwar Satgram Colliery is just and fair, not to providing employment to Sri Achu Munda in place of his father Late Sukra Munda, only on the ground that he is son of 2nd wife, while in all the serviced record, Achu Munda is son of Late Sukra Munda. To what relief management can provide to Sri Achu Munda?".*

6. It is submitted that only the relief in respect of Sri Achu Munda (as referred) and matters incidental to the said reference could be considered and decided by the tribunal. The part of order as follows:-

> "*Smt. Kayri Munda, wife of Late Sukra Munda is entitled to monetary compensation from the management of ECL from the date of death of Sukra Munda in terms with the provisions of Clause 9.5.0(iv) of NCWA-VI till she is sixty years of age*"

is not in accordance with law as the same has been decided **beyond the point of reference** and also not in respect of any matter incidental to the point of reference and as such it is prayed the order under revision is required to be modified being not in accordance with law.

7. In ***Hochtief Gammon v. Industrial Tribunal, Bhubaneshwar, Orissa and Ors., (AIR 1964 SC 1746), decided on 1st April, 1964,*** the Supreme Court held:-

> **"7.** *In dealing with this question, it is necessary to bear in mind one essential fact, and that is that the Industrial Tribunal is a Tribunal of limited jurisdiction. Its jurisdiction is to try an industrial dispute referred to it for its adjudication by the appropriate Government by an order of reference passed under Section 10.* ***It is not open to the Tribunal to travel materially beyond the terms of reference, for it is well-settled that the terms of reference determine the scope of its power and jurisdiction from case to case.*** *Section 10 itself has been subsequently amended from time to time. Act 18 of 1952 made substantial amendments in Section 10. One of these amendments was that Section 10(1)(d) now empowers the appropriate Government to refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule, or the Third Schedule, to a Tribunal for adjudication. In other words under Section 10(1)(d), the appropriate Government can refer to the Industrial Tribunal not only a specific industrial dispute, but can also refer along with it matters*

appearing to be connected with, or relevant to, the said dispute. In that sense the power of the appropriate Government has been enlarged in regard to the reference of industrial disputes to the Tribunal.

8. *Section 10(4) which was also added by the same amending Act provides, inter alia, that the jurisdiction of the Industrial Tribunal would be confined to the points of dispute specified by the order of reference, and adds that the said jurisdiction may take within its sweep matters incidental to the said points. In other words, where certain points of dispute have been referred to the Industrial Tribunal for adjudication, it may, while dealing with the said points, deal with matters incidental thereto, and that means that if, while dealing with such incidental matters, the Tribunal feels that some persons who are not joined to the reference should be brought before it, it may be able to make an order in that behalf under Section 18(3)(b) as it now stands.*

12. *Reverting then to the question as to the effect of the power which is implied in Section 18(3)(b), it is clear that this power cannot be exercised by the Tribunal so as to enlarge materially the scope of the reference itself, because basically the jurisdiction of the Tribunal to deal with an industrial dispute is derived solely from the order of reference passed by the appropriate Government under Section 10(1). What the Tribunal can consider in addition to the disputes specified in the order of reference, are only matters incidental to the said disputes; and that naturally suggests certain obvious limitations on the implied power of the Tribunal to add parties to the reference before it, purporting to exercise its implied power under Section 18(3)(b). If it appears to the Tribunal that a party to the industrial dispute named in the order of reference does not completely or adequately represent the interest either on the side of the employer, or on the side of the employee, it may direct that other persons should be joined who would be necessary to represent such interest. If the employer named in a reference does not fully represent the interests of the employer as such, other persons who are interested in the undertaking of the employer may be joined. Similarly, if the unions specified in the reference do not represent all the employees of the undertaking, it may be open to the Tribunal to add such other unions as it may deem necessary. The test always must be, is the addition of the party necessary to make the adjudication itself effective and enforceable? In other words, the test may* *well be would the non-joinder of the party make the arbitration proceedings ineffective and unenforceable? It is in the light of this test that the implied power of the Tribunal to add parties must be held to be limited.*

15. *In Anil Kumar Upadhaya v. P.K. Sarkar [AIR 1961 Cal 60] a learned Single Judge of the Calcutta High Court has accepted the same view. In that case, the Trustees of the Provident Fund in question who had not been impleaded originally to the reference were summoned by the Tribunal and the Court held that in the absence of the Trustees, the award would have become nugatory. It would be noticed that in all these decisions, the implied power of the Tribunal to summon additional parties in the reference proceedings is confined only to cases where such addition appeared to be necessary for making the reference complete and the award effective and enforceable. Such a power cannot be exercised to extend the scope of the reference and to bring in matters which are not the subject-matter of the reference and which are not incidental to the dispute which has been referred.*

17. *The next contention raised by Mr Chatterjee is that M/s Hindustan Steel Ltd. is a necessary party because it is the said concern which is the employer of the respondents and not the appellant. In other words, this contention is that though in form the appellant engaged the workmen whom the respondent Union represents, the appellant was acting as the agent of its principal and for adjudicating upon the industrial dispute referred to the Tribunal by the State of Orissa, it is necessary that the principal viz. M/s Hindustan Steel Ltd. ought to be added as a party. In dealing with this argument, it is necessary to bear in mind the fact that the appellant does not dispute the respondent Union's case that the workmen were employed by the appellant. It would have been open to the State Government to ask the Tribunal to consider who was the employer of these workmen and in that case, the terms of reference might have been suitably framed. Where the appropriate Government desires that the question as to who the employer is should be determined, it generally makes a reference in wide enough terms and includes as parties to the reference different persons who are alleged to be the employers. Such a course has not been adopted in the present proceedings, and so, it would not be possible to hold that the question as to who is the employer as between the appellant and M/s Hindustan Steel Ltd. is a question incidental to the industrial dispute which has* *been referred under Section 10(1)(d). This dispute is a substantial dispute between the appellant and M/s Hindustan Steel Ltd. and cannot be regarded as incidental in any sense, and so, we think that even this ground is not sufficient to justify the contention that M/s Hindustan Steel Ltd. is a necessary party which can be added and summoned under the implied powers of the Tribunal under Section 18(3)(b).*

***18.** The result is, though we accept Mr Chatterjee's argument that Section 18(3)(b) postulates the existence of an implied power in the Tribunal to add parties and summon them, in the present case that power cannot be exercised, because having regard to the limited nature of the implied power, M/s Hindustan Steel Ltd. cannot be regarded as a necessary party under the provisions of Section 18(3)(b). The appeal accordingly fails and is dismissed with costs.”*

8. Section 10 of the Industrial Disputes Act, 1947 lays down:-

***“10. Reference of disputes to Boards, Courts or Tribunals.-** (1) [Where the appropriate Government is of opinion that any industrial dispute exists or is apprehended, it may at any time], by order in writing-*

(a) refer the dispute to a Board for promoting a settlement thereof; or

(b) refer any matter appearing to be connected with or relevant to the dispute to a Court for inquiry; or

[(c) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, if it relates to any matter specified in the Second Schedule, to a Labour Court for adjudication; or]

[(d) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication:

Provided that where the dispute relates to any matter specified in the Third Schedule and is not likely to affect more than one hundred workmen the appropriate Government may, if it so thinks fit, make the reference to a Labour Court under clause (c):]

……………………………………

> *[(4) Where in an order referring an industrial dispute to [a Labour Court, Tribunal or National Tribunal] under this section or in a subsequent order, the appropriate Government has specified the points of dispute for adjudication, [the Labour Court or the Tribunal or the National Tribunal, as the case may be,]* ***shall confine its adjudication to those points and matters incidental thereto.]......................"***

9. In the present case the direction of tribunal to the extent "*Smt. Kayri Munda, wife of Late Sukra Munda is entitled to monetary compensation from the management of ECL from the date of death of Sukra Munda in terms with the provisions of Clause 9.5.0(iv) of NCWA-VI till she is sixty years of age"* **is clearly beyond the term of reference as the same was not even incidental to the reference preferred.**

10. It is trite that Tribunal gets jurisdiction to pass the Award in terms of reference. Tribunal cannot go beyond the terms of reference to pass an Award.

11. In view of the above discussion, the Award dated 29.08.2023 passed in Reference Case No. 31 of 2012 by the Central Government Industrial Tribunal cum Labour Court, Asansol, **is modified to the extent** that direction given to the extent "*Smt. Kayri Munda, wife of Late Sukra Munda is entitled to monetary compensation from the management of ECL from the date of death of Sukra Munda in terms with the provisions of Clause 9.5.0(iv) of NCWA-VI till she is sixty years of age"* is, hereby, **quashed, only on the point of it being beyond the**

point of reference and not in respect of the legality of the claim or dues as admissible.

12. **However, liberty is reserved with Smt. Kayri Munda** wife of deceased employee Late Sukra Munda to make her claim with the management for monetary compensation from the management of ECL from the date of death of Sukra Munda in terms with the provisions of Clause 9.5.0(iv) of NCWA-VI till she is sixty years of age.

13. The said claim be addressed within 60 days from its filing.

14. With the above modification, **the present writ petition is disposed of.**

15. Pending I.As., if any, also stand disposed of.

16. All parties to act on the basis of server copy of this judgment downloaded from the official website of this Court.

(Shampa Dutt (Paul), J.)

19.03.2025
Ct. 23
D/L 50
ab

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 29237 of 2024

Bedana Bouri & Anr.
-Vs-
The Chairman Coal India, Coal Bhawan & Ors.

Mr. Guddu Singh
... for the petitioners

Mr. Syed Nurul Arefin
... for the respondent nos. 2 to 4

Affidavit of service filed in Court today is taken on record.

It is the case of the petitioner no. 1 that while working in Eastern Coalfields Limited (in short, ECL), the petitioner no. 1 fell ill and was sent by the ECL authorities to Mercy Hospital, Kolkata for being medically examined. The petitioner no. 1 further says that the said Mercy Hospital opined that the ailment from which the petitioner no. 1 was suffering is an incurable decease. Pursuant to such report given by the Mercy Hospital, Kolkata, the ECL authorities constituted a Medical Board on 17th February, 2016 wherein the petitioner no. 1 was declared medically unfit under the Clause 9.4.0 of the National Coal Wages Agreement-XI (in short, NCWA-XI) and his services was terminated with immediate effect. The ECL authorities in this connection had issued a letter dated 18th March, 2016, which is annexed at page 16 of the writ petition. The petitioner no. 1 says that under the provisions of NCWA-XI on having declared unfit, the petitioner no. 1 has to be construed to have become disabled and as such, a dependent family member of the petitioner no. 1 is entitled to compassionate appointment on complying with the requisite formalities under the said NCWA. The petitioner no. 1 applied for giving compassionate appointment to his son, the petitioner no. 2. However, no response came from the side of the ECL, as a consequence whereof, the petitioner no. 1 made a representation on 13th December, 2021. Even after receiving the said representation, no steps have been taken for granting compassionate appointment. In this factual matrix, the petitioners have filed the instant writ petition, *inter alia*, seeking a direction upon the ECL authorities to consider the representation and grant an employment on compassionate ground to the petitioner no. 2.

Initially a direction to file a report in the form of an affidavit was given but due to some communication gap, the said report has not yet been filed.

After hearing the parties, in order to expedite the matter as filing of a report in the form of an affidavit by granting extension of time for the same will tend to further delay the matter thereby frustrating the whole object under NCWA-XI in case of an employee being given voluntary retirement after having been declared unfit by the Medical Board, the respondent no. 3 is directed to take a decision as to the issue of granting compassionate appointment to the petitioner no. 2 at the request of the petitioner no. 1 within a period of 8 weeks from the date communication of a server copy of this order and shall inform the petitioners about such decision.

It is made clear that this Court has not gone into the merits of the matter and the respondent no. 3 shall be free to take an independent decision without being influenced by any observation made in this order but by strictly adhering to the applicable legal premises. The respondent no. 3 shall give the petitioners a personal hearing, and call for medical documents from the petitioner no. 1, if necessary.

Nothing further remains to be adjudicated in this writ petition. The same is accordingly disposed of.

All parties including the respondent no. 3 shall act on the server copy of this order duly downloaded from the official website of this Court without insisting upon production of a certified copy thereof.

(**Arindam Mukherjee, J**.)

नई दिल्ली, 2 जनवरी, 2026

का.आ. 2303.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय**, आसनसोल केपंचाट**(संदर्भ संख्या-45/2023)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **01/01/2026** को प्राप्त हुआ था।

[सं. एल-22012/11/2020-आईआर-(सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 2nd January, 2026

S.O. 2303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference. 45/2023*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen, received by the Central Government on 01***/01/2026*.**

[No. L-22012/11/2020– IR (CM-II)]

SALONI, Dy Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 45 OF 2023

PARTIES: Rajesh Kumar Singh
(dependent son of Late Binod Kumar Singh)

Vs.

Management of Kumardihi 'B' Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Goswami, Advocate.

INDUSTRY: Coal

STATE: West Bengal.

Dated: 28.10.2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **L-22012/11/2020-IR(CM-II)** dated 09.06.2020 has been pleased to refer the following dispute between the employer, that is the Management of Kumardihi 'B' Colliery under Bankola Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

" Whether the action of the management of Kumardihi-B Colliery, Bankola Area, M/s. E.C.Ltd. in not providing employment on compassionate ground to Sri Rajesh Kumar Singh, S/O Late Binod Kumar Singh, Ex-employee of Kumardihi-B Colliery is justified? If not, what relief the dependent son of deceased workman is entitled to ? "

1. On receiving Order **No. L-22025/01/2022-IR(CM-I)** dated 11.09.2023 from the Government of India, Ministry of Labour, New Delhi enclosing copy of Order No. **L-22012/11/2020-IR(CM-II)** dated 09.06.2020 a Reference case was registered on 25.09.2023. It appears that on earlier occasion the Order of Reference issued by the Government of India dated 09.06.2020 was not received by this office, hence this delay. Notice was issued to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Union filed written statement on 01.11.2023. Fact of the case which unfolds from in the written statement is that Binod Kumar Singh was a permanent employee of Eastern Coalfields Limited (hereinafter referred to as ECL). He was posted as a Driver at Kumardihi 'B' Colliery under Bahula Area of ECL and died in harness on 18.10.2016 leaving behind Rajesh Kumar Singh as his dependent son and Binda Kora as his widow. Rajesh Kumar Singh informed the management about death of his father and prayed for his employment as per provisions of National Coal Wage Agreement (hereinafter referred to as NCWA). The management held medical examination of the dependent son at Central Hospital, Kalla on 03.05.2017 and report was submitted in Form 'O'. The dependent submitted his Transfer Certificate issued by the School, Aadhaar Card, PAN Card, Voter ID Card, Ration Card where his date of birth was recorded as 04.05.1983. According to Service Record Excerpt of his father his age was ten years on 11.03.1991. The contention of the union is that Rajesh Kumar Singh was thirty-three years five months and fourteen days on the date of death of his father and being below thirty-five years of age on the date of death of his father he is entitled to employment under ECL as per provisions of Clause 9.3.4 of NCWA union prayed for directing the management to provide employment to the dependent son, being the only son of the deceased employee and his mother having expired earlier.

3. Management contested the case by filing their written statement on 04.12.2023. According to the management Rajesh Kumar Singh submitted an application for employment under the provision of NCWA. Due to absence of authentic documents in support of his age Rajesh Kumar Singh was referred to the Medical Board for his medical examination at Central Hospital, Kalla. On 03.05.2017, after examination a report was submitted where the age of Rajesh Kumar Singh was assessed between 35 to 40 years. According to the management the mid-point of age is considered as age of the applicant on the date. Accordingly, the age of Rajesh Kumar Singh is calculated as thirty-seven years and six months on 03.05.2017 and he was found to be above the age of thirty-five years on the date of death of his father and therefore he is not eligible for employment as per provisions of 9.3.4 of NCWA.

4. Union examined Rajesh Kumar Singh as Workman Witness No. 1. The witness field his affidavit-in-chief where he stated that his father died on 18.10.2016 while he was in the service of the company. As a dependent he filed an application for providing employment to him as per provisions of NCWA. After proper screening at the Colliery and Area Level he appeared for his Initial Medical Examination (hereinafter referred to as IME) before the IME Board at Central Hospital, Kalla. After medical examination the assessed age was not disclosed to him and the proposal for his employment was not processed on the ground that he was over-age. It is further stated that the management served a copy of letter addressed to the Personnel Manager (IC) where it was communicated to him that Rajesh Kumar Singh was over-age and he was not entitled to employment. The union stated that according to various documents his date of birth appeared as 04.05.1983. As per Service Records of his father management recorded the age of Rajesh Kumar Singh as ten years on 11.03.1991. Even his Birth Certificate disclosed that his date of birth is 04.05.1983. According to the workman witness his age was 33 years 5 months and 14 days on the date of death of his father and being below 35 years, he stood eligible for employment. According to the witness IME Board deliberately decided his age above 35 years on the date of assessment without considering the Service Record and other documents. The witness asserted that his date of birth appearing in the Transfer Certificate issued by his School and Birth Certificate as well as the age recorded in the Service Record of his father should be accepted for providing employment to him. The workman witness produced the following documents in support of his case :

(i) Copy of the Death Registration Certificate of Binod Kumar Singh is produced as Exhibit W-1.

(ii) Copy of application of Rajesh Kumar Singh addressed to the Agent, Kumardihi 'B' Colliery, informing his father's death, as Exhibit W-2.

(iii) Copy of the Service Book of Binod Kumar Singh, as Exhibit W-3.

(iv) Copy of the letter of Assistant Manager (Personnel), Kumardihi 'B' Colliery addressed to the Chief Manager (Personnel), Bankola Area, for IME of Rajesh Kumar Singh, as Exhibit W-4.

(v) Copy of the No objection certificate in respect of Rajesh Kumar Singh, as Exhibit W-5.

(vi) Copy of the Birth Registration Certificate of Rajesh Kumar Singh, as Exhibit W-6.

(vii) Copy of the Aadhaar Card of Rajesh Kumar Singh, as Exhibit W-7.

(viii) Copy of the letter of the Sr. Manager (Personnel) Empl/ED addressed to the Sr. Manager (Personnel)/IC, Bankola Area for re-assessment of age of Rajesh Kumar Singh, as Exhibit W-8.

(ix) Copy of the Transfer Certificate of Rajesh Kumar Singh issued by Fuleshwari Devi Memorial High School, as Exhibit W-9.

5. In cross-examination the witness admitted his signature on Exhibit M-1, a letter dated 05/11.08.2017 issued by the Sr. Manager (Personnel)/IC, Bankola Area addressed to the Agent, Kumardihi 'B' Colliery wherein it was communicated that the Apex Medical Board assessed the age of Rajesh Kumar Singh on the date of death of Binod Kumar Singh as 36 years 11 months and 15 days, as such he is not eligible for employment as per NCWA. The age assessment report of Rajesh Kumar Singh has been marked as Exhibit M-2. It appears from the said document that his

age was assessed as 35 to 40 years as on 03.05.2017 by way of holding X-Ray of the Lateral Spinal Cord, Mandible, Laryngeal Cartilage and Skull. Witness denied the suggestion that his claim for employment is not maintainable.

6. Management examined Mr. Anuj Lakra, Manager (Personnel), Nakrakonda – Kumardihi 'B' Collieries as Management Witness No. 1. The witness in his affidavit-in-chief has reiterated the case disclosed by the management in their written statement. According to the witness the age of Rajesh Kumar Singh on 03.05.2017 was assessed between 35 to 40 years and it was communicated to him that he was disqualified for his employment due to over-age. In his evidence-in-chief Management Witness No. 1 deposed that Rajesh Kumar Singh exceeded the age for employment and for such reason his prayer for employment was regretted. The witness further deposed that Rajesh Kumar Singh was 36 years 11 months and 15 days of age at the time of death of his father and was not eligible for employment.

7. In cross-examination the witness deposed that the age of Rajesh Kumar Singh was assessed in proper manner. The witness denied that the documents produced by Rajesh Kumar Singh showed that his age was below 35 years on the date of death of his father.

8. The point of contention in this case is whether the management of Kumardihi 'B' Colliery, Bahula Area, ECL is justified in not providing employment to Rajesh Kumar Singh on compassionate ground and what relief the dependent son of the deceased is entitled to.

9. Mr. Rakesh Kumar, union representative advancing his argument submitted that according to the provisions of Clause 9.3.2 of NCWA the dependent son of the deceased employee is entitled to compassionate appointment on the death of his father. Clause 9.3.4 prescribes that for grant of compassionate appointment the concerned dependent should be physically fit and suitable for employment with age not more than 35 years. It is submitted that the dependent son by his letter dated 21.10.2016 informed the Agent / Manager, Kumardihi 'B' Colliery about the death of his father on 18.10.2016 and prayed for employment.A copy of letter is produced as Exhibit W-2. The dependent son was asked to appear before the screening committee of the management and thereafter his medical examination was held on 03.05.2017 where his age was assessed as 35 to 40 years. It is argued that as per Service Record the age of the dependent son was 33 years and 6 months on the date of death of his father. Mr. Rakesh Kumar heavily relied upon the Birth Certificate and School Leaving Certificate of Rajesh Kumar Singh which have been produced as Exhibit W-6 and W-9 respectively, where the date of birth is recorded as 04.05.1983. It is submitted that the deceased employee left behind Sarita Devi, a married daughter who had submitted her no objection in favour of his brother and the same is produced as Exhibit W-5. The union representative strenuously argued that when the School Leaving Certificate and Birth Registration Certificate were produced the management should have considered the same for determination of age and management should consider the guidelines laid down in Annexure-I of Implementation Instruction No. 76 of NCWA, relating to procedure for determination and verification of age. It is submitted that in case of non-matriculate but educated candidates where the candidate pursued studies in a recognized educational institution, the date of birth recorded in the School Leaving Certificate should be treated as correct date of birth and the same will not be altered under any circumstances. It is argued that in the instant case Rajesh Kumar Singh studied up to Class-IX at Fuleshwari Devi Memorial High School at Ukhra, Burdwan and is a literate person. Therefore, management should consider his date of birth as 04.05.1983 appearing in the Transfer Certificate / Schlool Leaving Certificate for the purpose of his employment. It is argued that the dependent son is entitled to employment.

10. Mr. P. K. Goswami, learned advocate for the management of ECL argued that according to the Service Book of the deceased employee (Exhibit W-3), the age of Rajesh Kumar Singh was recorded as 10 years as on 11.03.1991. Therefore, his age may be computed as 35 years and 7 months on the date of death of his father on 18.10.2016. Learned advocate referred to the IME report (Exhibit M-2), where after holding X-ray examination of various parts of body the IME Board assessed the age of Rajesh Kumar Singh as 35 to 40 years on the date of examination i.e., 03.05.2017. It is argued that as per rules the mid-point of the assessed age is considered to be the age of the person on the date of examination and it is abundantly clear that the dependent son of the deceased employee is more than 35 years of age on the date of death of his father and he was not eligible for employment as per Clause 9.3.4 of NCWA. Learned advocate argued that the Birth Certificate (Exhibit W-6) and Transfer Certificate (Exhibit W-9) are not reliable documents as the Birth Certificate was obtained in the year 2014 and it is not a cotemporaneous document. The union has not examined the Headmaster of the School to establish the date of birth appearing in the Transfer Certificate based upon the date appearing in the Admission Register. It is further argued that Annexure-I of the Implementation Instruction No. 76 of NCWA is applicable to the employees of the company for determining any dispute regarding their age and the same terms do not apply to the person claiming employment for the first time. Learned advocate submitted that the candidate claiming employment was informed by the management by letter dated 05/11.08.2017 (Exhibit M-1) and 09.07.2018 (Exhibit W-8) that the age of Rajesh Kumar Singh was assessed by Central Hospital, Kalla and his proposal for employment is regretted for being over-age. It is argued that the dependent is not entitled for any employment.

11. Perused the pleadings of the parties, evidence adduced and rival arguments advanced on behalf of the union and management. The bone of contention is whether the dependent son had already attained the age of 35 years on the date of death of his father, on 18.10.2016 and he is entitled to compassionate appointment under Clause 9.3.4 of

NCWA. It is a well settled law that NCWA is a settlement under Section 2(p) of Industrial Disputes Act, 1947 and is binding upon the employer and employees under Section 18(3) of Industrial Disputes Act, 1947. The binding effect of NCWA has been discussed and clearly spelt out by the Hon'ble High Court at Calcutta in the cases of **Eastern Coalfields Limited Vs. Kumari Kiran Singh and Others [AIRONLINE 2018 CAL 1593]** and **Sukumoni Hembram alias Sukumoni Mejhan Vs. Union of India and Others [MAT 27 of 2024]**. Since the terms and conditions for granting employment to the dependent has been specified in the provisions of NCWA, any deviating from such terms is permissible for the purpose of granting employment to a person claiming for employment as a dependent. In the instant case initiating the process for employment of Rajesh Kumar Singh, management held age assessment through the Medical Board on 03.05.2017. The concerned dependent did no raise any objection against holding of age assessment examination by the Medical Board of the employer company. It appears from Exhibit M-2 that scientific investigation was carried out for the purpose of assessing the age according to medical jurisprudence and his age was assessed between 35 to 40 years. The accepted position is that the midpoint of the range of age is accepted to be the age of a person for all functional purpose. Accordingly, it transpires that Rajesh Kumar Singh was 36 years and 11 months on the date of death. From the Service Book of the deceased employee (Exhibit W-3) it is gathered that the age of Rajesh Kumar Singh was recorded as 10 years as on 11.03.1991, therefore his age on the date of death of his father can be assessed as 35 years, 7 months and 7 days and he is therefore found over-age for his employment. The union has produced two other relevant documents in support of the age of the claimant. A Birth Registration Certificate issued by Munger District Gram Panchayet Office, Government of Bihar dated 11.08.2014 where the registration appears to have been made on 09.08.2014. The date of birth recorded in the certificate as 04.05.1983 cannot be considered as sacrosanct as the registration has been made after a lapse of thirty-one years and the contents of such certificate which is not contemporaneous is only based upon hearsay material. The Transfer Certificate which is heavily relied upon by the union has been admitted in the evidence as Exhibit W-9. The document reveals that at the time of leaving the school on 30.04.1997 he was studying in Class-VIII and was promoted to Class-IX. The Headmaster of the School was not summoned by the union for proving the contents of the Transfer Certificate. The Admission Register was not produced for verification of such certificate. Under such circumstances I am not inclined to place reliance upon the Transfer Certificate for the purpose of accepting 04.05.1983 as the date of birth of Rajesh Kumar Singh.

12. The union representative argued that Clause A (ii) of Annexure-I of the Implementation Instruction No. 76 of NCWA has to be followed for determining the age of non-matriculate but literate candidate by accepting the date of birth of the candidate appearing in the School Leaving Certificate. On a careful consideration I find that Implementation Instruction No. 76 is a part of NCWA and provides procedure for resolving age dispute of the employees and it also deals with various situation where the appointee is a matriculate, non-matriculate but educated, ex-serviceman, or an illiterate person. In my considered view such provisions are not applicable to persons who claim compassionate appointment. A claimant in order to succeed must strictly prove that he has fulfilled all the required terms and conditions for compassionate employment. In the present case the union has failed to prove that the dependent son was below 35 years of age on the date of death of his father. Therefore, I hold that Rajesh Kumar Singh is not entitled to compassionate employment under Clause 9.3.4 of NCWA. The management's case is fortified by the report of IME as well as Service Book which prove that the claimant was over-age on 18.10.2016. The decision of the management of Kumardihi 'B' Colliery, Bankola Area, ECL in not providing employment to Rajesh Kumar Singh on compassionate ground is consistent with the facts and circumstances of the case and the provisions of NCWA binding the parties. The dependent son is consequently not entitled to any relief in this case. The Industrial Dispute is liable to be dismissed on contest.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest. Rajesh Kumar Singh, dependent son of the deceased employee, Binod Kumar Singh is not entitled to any relief and I find no illegality in the action of management of Eastern Coalfields Limited in not providing employment to the son. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 2 जनवरी, 2026

का.आ. 2304.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एसईसीएलके प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE

Present:

The Hon'ble Justice Shampa Dutt (Paul)

WPA 6050 of 2026

Eastern Coalfields Limited & Anr.

Vs.

Union of India & Ors.

For the Petitioners	:	Ms. Priti Banerjee, Ms. Swapna Sikder.
For the Respondent No. 1	:	Mr. Pinaki Ranjan Chakraborty, Mr. Anjan Chakraborty.
For the Respondent No. 4	:	Mr. Abdul Masood, Mr. Md. Sajid Hussain.
Judgment reserved on	:	19.03.2026
Judgment delivered on	:	01.04.2026

Shampa Dutt (Paul), J.:

1. Affidavit of service filed be kept with the record.

2. The writ application has been preferred praying for direction upon the the respondent No. 2, being the Deputy Chief Labour Commissioner (Central), Asansol and the Appellate Authority under Payment of Gratuity Act, 1972, to cancel, rescind, withdraw the impugned order dated 25th November, 2025, passed by the respondent No. 2 in Appeal

No. PG. 22 of 2025-E, thereby setting aside the order dated 5th August, 2024 passed by the respondent No. 3, being the Assistant Labour Commissioner (Central), Asansol and the Controlling Authority under the Payment of Gratuity Act, 1972, in File/Application No. 48(23)/2023/E-2.

3. The petitioner states that:-

i. The respondent No. 4 was employed with the petitioner No. 1 Company and got superannuated with effect from 30th June, 2022, her date of appointment being 15th January, 1987. The respondent No. 4, at the time of his superannuation, was serving as 'Compounder', in the medical department, UM No. 258599, at the Ningah Colliery under the Satgram-Sripur area of the petitioner no. 1 company in the District of Paschim Bardhaman.

ii. **The respondent No. 4 was allotted a residential quarter** being Quarter No. NHA-A/10, at Sarkar Para, under Ningah Colliery in the district of Paschim Bardhaman (hereinafter referred to as the "said Quarter") during her service tenure by the Company and the said quarter is still in possession of the respondent No. 4, who has not yet vacated the quarter till date.

iii. That as per the prevailing practice, the respondent No. 4 was intimated as to the date of her superannuation by a Retirement Notice bearing Ref. No. GM/SA/C-6D/18/21/1051 dated 8th December, 2021. Under the said office order, it was clearly specified to the respondent No. 4, inter alia, to handover the petitioner No. 1 Company's quarter under her occupation to the Company on the date of her superannuation, failing which she would be liable to pay penal rent and such penal rent would be deducted from her retirement benefits and further payment of her gratuity shall be subject to the office order dated 08.12.2021, thereby indicating that the gratuity would be paid only after the said quarter was vacated by the respondent No. 4.

iv. By a Circular bearing Reference No. CIL:D(P&IR):SECH:005:144:133 dated 11th November, 2021 (hereinafter referred to as the "said circular"), Coal India Limited (hereinafter referred to as the "CIL") directed all its subsidiaries including the petitioner No. 1 Company to take measures as stated therein for vacation of quarters after retirement of the employees including charging of penal rent from the concerned retired employee for unauthorized occupation of the quarter after retirement and withholding of the retiral benefits until quarter is vacated by the concerned employee.

v. The aforesaid Circular dated 11th November, 2021 of the CIL was circulated by the management of the Company to all its areas and collieries vide Office Order bearing Ref. No. ECL/CMD/C-6/WBE-33/1197 dated 02-12-2021 for needful action in the matter to get the quarters vacated by the unauthorized occupants that is the retired employees.

vi. Amongst the retiral benefits as are available to an employee, provident fund, which is called Coal Mines Provident Fund (in short "CMPF") and pension are not within the domain of the petitioner as in coal sectors, the CMPF and pension are maintained and disbursed by the Coal Mines Provident Fund Organisation, which is a separate and independent organization and as such no adjustment or deduction for penal rent or otherwise for withholding quarter can be made by a coal company against CMPF or pension.

vii. The respondent No. 4, though got superannuated with effect from 30th June, 2022, yet, till date, has not vacated and handed over the quarter to the petitioner Company and is still illegally occupying the same and is using water and electricity thereat at the cost and expenses of the petitioner Company.

4. **In the present case,** as the petitioner refused to release the gratuity, the dispute as to the gratuity amount payable to the respondent no.4 has been adjudicated by the Controlling Authority under the Payment of Gratuity Act, 1972 (hereinafter referred to as, "1972 Act").

5. The Controlling Authority has held vide order dated 5th August, 2024 that a sum of **Rs.18,99,752/-** is receivable by the respondent no.4 on account of gratuity for ECL.

6. Challenging the said order, ECL had preferred an appeal before the Appellate Authority under the 1972 Act. The Appellate Authority by an order dated 25th November, 2025 had upheld the order of the Controlling Authority. At the time of preferring the appeal, ECL had deposited the amount allowed, by way of **Demand Draft No. 101038 dated 30.10.2024,** drawn on the State Bank of India, Sanctoria

Branch, with the Controlling Authority as a pre-condition for preferring the appeal. Against the appellate authority's order dated 25th November, 2025, this writ petition has been preferred.

7. **The respondent no. 4 inducted as a licencee, has admittedly over stayed after his licence expired on superannuation.**

8. The following government office memorandum dated 20th October, 2023, provides for recovery of Govt. dues from gratuity payable and these dues include **"3(a) dues pertaining to Government accommodation including arrears of licence fee as well as damages (for the occupation of the Government accommodation beyond the permissible period after the date of retirement of the allottee, subletting, unauthorised occupation, transfer to an ineligible office, etc.) and dues or arrears in respect of electricity, water and PNG charge, if any;"**

9. In ***M/s. Steel Authority of India Ltd. vs Raghbendra Singh & Ors., in SLP to Appeal (c) No(s). 11025/2020, decided on 15,12,2020,*** the Supreme Court held:-

> *"............We, however, set aside the observations made in paras 19 and 21* ***qua the principles of penal rent being charged as we are of the view that if an employee occupies a quarter beyond the specified period, the penal rent would be the natural consequence and such penal rent can be adjusted against the dues payable including gratuity.*** *This is so in view of the judgment in Secretary, ONGC Ltd. v. V.U. Warrier (2005) 5 SCC 245 and the reliance placed in the impugned judgment on the case of Ram Naresh Singh*

v. Bokaro Steel Plant [Civil Appeal No.4740/2007] dated 31.03.2017 is misplaced as is not even a judgment but an order in the given facts of the case……"

10. In ***Secretary ONGC Ltd. & Anr. vs V.U. Warrier, AIR 2005 SC 3039, decided on 20 April, 2005,*** the Supreme Court held:-

"………………The present appeals are directed against the judgment and order passed by the High Court of Judicature at Bombay dated February 15, 2003 in Writ Petition No. 3947 of 1994 and also against an order dated January 14, 2004 passed in Civil Application No. 63 of 2003.

According to the High Court, the legal position was no more res integra that pension and gratuity were rights accrued in favour of employees on their retirement. Those benefits, therefore, could not be withheld even if an employee unauthorisedly occupied accommodation and was, therefore, liable to pay damages or penal rent under the relevant rules. The only remedy available to the employer was to take appropriate action but the amount of pensionary benefit could not be set off against the so- called dues for unauthorized occupation.

It is well settled that gratuity is earned by an employee for long and meritorious service rendered by him. Gratuity is not paid to the employee gratuitously or merely as a matter of boon. It is paid to him for the service rendered by him to the employer [vide Garment Cleaning Works v. Its Workmen, [1962] 1 SCR 711]. In Calcutta Insurance Co. Ltd. v. Their Workmen, [1967] 2 SCR 596, after considering earlier decisions, this Court observed that "long and meritorious service" must mean long and unbroken period of service meritorious to the end. As the period of service must be unbroken, so must the continuity of meritorious service be a condition for entitling the workman to gratuity. ***If a workman commits such misconduct as causes financial loss to his employer, the employer would under the general law have a right of action against the employee for the loss caused and making a***

provision for withholding payment of gratuity where such loss caused to the employer does not seem to aid to the harmonious employment of labourers or workmen. The Court proceeded to state that the misconduct may be such as to undermine the discipline in the workers - a case in which it would be extremely difficult to assess the financial loss to the employer.

In Jarnail Singh v. Secretary, Ministry of Home Affairs and Ors, [1993] 1 SCC 47, *this Court had an occasion to consider the provisions of the Central Civil Services (Pension) Rules, 1972. The definition of "pension" included gratuity under Rule 3. Rule 9 conferred on the President right to withhold or withdraw pension in certain circumstances. The order was passed against the appellant withholding pension and the entire amount of death- cum- retirement gratuity otherwise admissible to him. The direction was given on serious irregularities found to have been committed by the appellant. The appellant challenged that order unsuccessfully before the Central Administrative Tribunal. He, therefore, approached this Court. His contention was that an amount of gratuity could not have been withheld. Negativing the contention, the Court held that the power to withhold gratuity was conferred on the President under the relevant rules and hence, such action could not be said to be illegal. According to the Court, there could be adjustment of Government dues against the amount of death-cum- retirement gratuity payable to Government servant.*

In ***Wazir Chand v. Union of India and Ors., [2001] 6 SCC 596,*** *a retired employee continuously kept the quarter occupied unauthorisedly. He was charged penal rent in accordance with rules and after adjustment of dues, balance amount of gratuity was paid to him. He contended that it was bounden duty of the Government not to withhold the gratuity amount. The Court, however, dismissed the appeal observing that it was "unable to accept" the prayer of the appellant.* ***The Court observed that the appellant having unauthorisedly kept the government quarter was liable to pay penal rent in***

accordance with rules and there was no illegality in adjusting those dues against death-cum-retirement benefits.

The matter can be considered from another angle also. It is well-settled that the jurisdiction of the High Court under Article 226 of the Constitution is equitable and discretionary. The power under that Article can be exercised by the High Court "to reach injustice wherever it is found". Before more than fifty years, in G. Veerappa Pillai, Proprietor, Sathi Vilas Bus Service, Porayar, Tanjore District, Madras v. Raman & Raman Ltd., Kumbakonam, Tanjore District and Ors., [1952] SCR 583, the Constitution Bench of this Court speaking through Chandrasekhara Aiyer, J., observed that the writs referred to in Article 226 of the Constitution are obviously intended to enable the High Court to issue them "in grave cases where the subordinate tribunals or bodies or officers act wholly without jurisdiction, or in excess of it, or in violation of the principles of natural justice, or refuse to exercise a jurisdiction vested in them, or there is an error apparent on the face of the record, and such act, omission, error, or excess has resulted in manifest injustice."

(emphasis supplied) Similarly, in the leading case of Sangram Singh v. Election Commissioner, Kotah & Anr., [1955] 2 SCR 1, dealing with the ambit and scope of powers of High Courts under Article 226 of the Constitution, Bose, J., stated-

"That, however, is not to say that the jurisdiction will be exercised whenever there is an error of law. The High Courts do not, and should not, act as Courts of appeal under Art. 226. Their powers are purely discretionary and though no limits can be placed upon that discretion it must be exercised along recognized lines and not arbitrarily; and one of the limitations imposed by the Courts on themselves is that they will not exercise jurisdiction in this class of cases unless substantial injustice has ensued, or is likely to ensue. They will not allow themselves to be turned into Courts of appeal or revision to set right mere errors of law which do not

occasion injustice in a broad and general sense, for, though no legislature can impose limitations on these constitutional powers it is a sound exercise of discretion to bear in mind the policy of the legislature to have disputes about these special rights decided as speedily as may be. Therefore, writ petitions should not be lightly entertained in this class of case."

(emphasis supplied) The above principle has been reiterated and followed by this Court in several subsequent cases.

As already adverted to by us hereinabove, the facts of the present case did not deserve interference by the High Court in exercise of equitable jurisdiction under Article 226 of the Constitution. *The respondent- petitioner before the High Court was a responsible officer holding the post of Additional Director (Finance & Accounts). He was, thus, "gold collar" employee of the Commission. In the capacity of employee of the Commission, he was allotted a residential quarter. He reached the age of superannuation and retired after office hours of February 28, 1990. He was, therefore, required to vacate the quarter allotted to him by the Commission. The Commission, as per its policy, granted four months' time to vacate. He, however, failed to do so. His prayer for continuing to occupy the quarter was duly considered and rejected on relevant and germane grounds. The residential accommodation constructed by him by taking loan at the concessional rate from the Commission was leased to Commission, but the possession of that quarter was restored to him taking into account the fact that he had retired and now he will have to vacate the quarter allotted to him by the Commission. In spite of that, he continued to occupy the quarter ignoring the warning by the Commission that if he would not vacate latest by June 30, 1990, penal rent would be charged from him. In our judgment, considering all these facts, the High Court was wholly unjustified in exercising extraordinary and equitable jurisdiction in favour of the petitioner - respondent herein - and on that ground also,* ***the order passed by the High Court deserves to be set aside...............”***

11. **In the present case,** the private respondent superannuated on 31st January, 2025, and was served with a notice to vacate the official quarter occupied by her, which has not been done till date.

12. **Considering that the rent due from the said respondent and the penal rent are all govt. dues, the petitioner is entitled to deduct the same from the retiral dues, of the respondent including gratuity.**

13. If such conduct is tolerated/indulged, it will only encourage others to act in such manner, leading to a situation, where quarters cannot be provided to employees who are in service and entitled to such facility.

14. Accordingly, in view of the judgment in ***Raghabendra Singh (Supra)*** and ***V.U. Warrier (Supra),*** the impugned order dated 25th November, 2025, passed by the respondent No. 2, Deputy Chief Labour Commissioner (Central), Asansol and the Appellate Authority under Payment of Gratuity Act, 1972, in Appeal No. PG. 22 of 2025-E, and the order dated 5th August, 2024 passed by the respondent No. 3, being the Assistant Labour Commissioner (Central), Asansol and the Controlling Authority under the Payment of Gratuity Act, 1972, in File/Application No. 48(23)/2023/E-2, are set aside.

15. The deposit of Rs. 18,99,752/- be returned to the petitioner herein, who is at liberty to deduct the rent due along with penal rent from the total gratuity due **till the respondent no. 4 vacates the Govt. accommodation, which is forcibly occupied by her.**

16. On the respondent no. 4 vacating the Govt. accommodation, the total Govt. dues be deducted from the gratuity and the balance (if any) be paid to the respondent no. 4 within 15 days thereafter.

17. **WPA 6050 of 2026 is disposed of as allowed.**

18. All connected application, if any, stands disposed of.

19. Interim order, if any, stands vacated.

20. Urgent photostat certified copy of this Judgment, if applied for, be given to the parties upon compliance of all necessary formalities.

(Shampa Dutt (Paul), J.)

20.05.2026.
Item No. 3.
Court No. 13
ap

F.M.A. 1709 of 2025
With
I.A. No. CAN/1/2025

Eastern Coalfields Limited
Versus
Union of India & Ors.

Mr. Manik Das.
..For the appellant.

Mr. Nandalal Singhania,
Ms. Sumedha Banerjee.
...For the respondent no.1.

Ms. Soma Chakraborty.
..For the respondent nos.4 & 5.

1. The subject appeal is directed against the judgment and order dated 19th September, 2025 passed by a learned Single Judge of this Court in W.P.A. 9156 of 2024.

2. By the impugned judgment, a challenge to an Award dated 31st August, 2023 passed by the Central Government Industrial Tribunal-cum-Labour Court, Asansol in Reference Case No. 20 of 2021 was rejected.

3. Since all the documents including the proceedings, pleadings and evidence before the Tribunal are part of the stay application, this Court is of the view that no useful purpose would be served by calling for affidavits from the respondents.

4. Reference before the Tribunal was made by the Central Government on 21st October, 2021 to the

Central Government Industrial Tribunal-cum-Labour Court Asansol to the following effect:

> "*Whether the action of the management Chapuikhas Colliery under Satgram Area of M/s. Eastern Coalfields Ltd. in denying employment to Shri Rabi Majhi, dependent son of Late Hopna Majhi, Ex SF Trammer, UM No.396335, Chapuikhas Colliery, is just and legal? If not, to what relief Shri Rabi Majhi is entitled*?"

5. The facts relevant to the case are that one Hopna Majhi functioned as Ex Surface Trammer at the Chapuikhas Colliery managed and controlled by the Eastern Coalfields Limited (in short "ECL"). He died on 1st June, 1997. Upon his death, his wife Budhni Majhi applied for compassionate employment under the provisions of NCWA-VI. The application of Budhni Majhi was discarded by the ECL on the ground that there was a physically able dependent of the deceased being his son Rabi Majhi to seek compassionate employment.

6. Mr. Das, learned Counsel appearing on behalf of the appellant would, however, argue that this finding of fact by the Tribunal was incorrect as Budhni Mejhain withdrew her application and sought compassionate employment for her son instead. He further submits that Rabi Majhi was medically examined in the year 2000 and his age was found between 17 and 22 years. He further submits that the application of his son was, however, rejected on the ground that it was made belatedly.

7. There was a Memorandum of Understanding subsequently between the Management and the ECL and the Trade Union concerned whereby and under the Management agreed to reopen and reconsider several cases of rejection of pleas for compassionate employment.

8. The case of Rabi Majhi came to be reconsidered thereafter and pursuant thereto, sometime in 2009, the ECL, inter alia, by a letter dated 4th February, 2009, Rabi Majhi was asked to come for medical examination afresh at the Satgram Area Hospital. The evidence-in-chief of Rabi Majhi as well as the Management witness and the pleadings before the learned Single Judge, however, admittedly establish that the last medical examination attended by Rabi Majhi was only in the year 2000.

9. At no place in the evidence before the Tribunal has it emerged that Rabi Majhi attended the Satgram Area Hospital pursuant to the notice dated 4th February, 2009. The Tribunal at paragraph 12 continued at page 10 of the Award has, therefore, made an incorrect recording that the management witness, namely, Kalyan Roy had stated that Rabi Majhi attended the Satgram Area Hospital for medical examination pursuant to the letter dated 4th February, 2009.

10. It is clear and explicit from a reading of the affidavit-in-chief filed by MW-1, Kalyan Roy that at

paragraph 6 of the evidence-in-chief that Rabi Majhi attended the first medical examination on 22nd April, 2000 and not thereafter much less pursuant to the notice dated 4th February, 2009. Both Management and particularly Rabi Majhi, remained silent thereafter.

11. The raising of the Industrial Dispute by Rabi Majhi and the reference by the Central Government made in October, 2021 12 years after the Management Notice was itself erroneous.

12. It is now well-settled that compassionate employment is not a matter of right and not a regular avenue of employment. It is an exception and a beneficial measure to prevent the family of a deceased employee from falling into penury and starvation. Reference in this regard is made to the case of ***Umesh Kumar Nagpal – Vs. – State of Haryana*** reported in ***(1994) 4 Supreme Court Cases 138***. The said proposition has been reiterated from time to time by the Hon'ble Supreme Court of India in its several other decisions.

13. Be that as it may, the Tribunal ought to have, therefore, considered the case of compassionate employment of Rabi Majhi in the light of the fact that the prospective employee did not attend and avail the second opportunity for compassionate employment in the year 2009 by failing to turn up for medical examination. There is no correspondence between

2009 until 2021 by Rabi Majhi pursuing his claim or taking out any proceedings against the ECL, seeking compassionate employment.

14. This, therefore, is a case where the order of the Tribunal can be deemed is perverse in that vital evidence on record has been misread, misconstrued, misinterpreted and misunderstood.

15. At the risk of repetition, it is found that the Tribunal sought to refer to a medical examination of the year 2000 as the medical examination result at Satgram Area Hospital in the year 2009.

16. Admittedly there is absolutely no evidence whatsoever before the Tribunal that the employee, Rabi Majhi, attended the medical examination in the year 2009.

17. The silence of Rabi Majhi from 2009 to 2021 is long, belated and fatal to any case for compassionate employment. There is a presumption therefore that the family of Late Hopna Majhi was well and financially secure from the date of death of original employee until the date of reference in the year 2021.

18. Having regard to the aforesaid discussions, this Court is of the view that the CGIT committed error both in fact and law. The Single Bench of this Court has not appreciated the vital error in the finding of fact recorded by the Tribunal.

19. For the reasons stated hereinabove, the Award of the CGIT dated 31st August, 2023 is quashed and

the impugned judgment and order dated 19th September, 2025 passed in W.P.A. 9156 of 2024 is hereby set aside. The writ petition filed by the ECL being W.P.A. 9156 of 2024 is allowed.

20. F.M.A. 1709 of 2025 is also allowed and disposed of.

21. In view of the disposal of the appeal itself, the connected application being CAN 1 of 2025 is also disposed of.

22. There will be no order as to costs.

23. All parties are directed to act on a server copy of this order duly downloaded from the official website of this Court.

(*Rajasekhar Mantha, J.*)

(*Rai Chattopadhyay, J.*)

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE

Present:

The Hon'ble Justice Shampa Dutt (Paul)

WPA 8870 of 2024

Eastern Coalfields Ltd.
Vs
Union of India & Anr.

For the Petitioner	:	Mr. Soumya Majumder, Sr. Advocate Mr. Syed Nurul Arefin.
For the Union of India	:	Mr. Shiv Chandra Prasad.
Judgment reserved on	:	01.04.2026
Judgment delivered on	:	11.05.2026

Shampa Dutt (Paul), J.:

1. The writ application has been preferred challenging an award dated 26.04.2023 as passed by the Central Government Industrial Tribunal-cum-Labour Court in case No.16 of 2010 and as published by the Central Government by publication order dated 07.08.2023.

2. Vide the impugned order, the Central Government Industrial Tribunal-cum-Labour Court, Asansol held as follows:-

> *"Accordingly, the employees of M/s. ECL working within Municipal Area of Asansol and Narsamuda*

Colliery in particular who have not been provided with company accommodation are entitled to 20% of their basic pay as HRA with effect from 01.01.2009. It needs to be mentioned that as per National Coal Wage Agreement-VIII Implementation Instruction No. 16 dated 22.07.2009, no arrear shall be payable for the period from 01.07.2006 to 31.12.2009 on revised basic pay on account of HRA as per NCWA-VIII. Arrear of less drawn HRA @ 5% of Basic pay from 01.07.2004 till 31.12.2009 and less drawn HRA @ 10% of Basic pay from 01.01.2009 till date be paid to the employees of M/s. ECL working within Asansol Municipal Corporation area and who are not having company accommodation. The Industrial Dispute is disposed of in favour of workmen in the light of my above findings.

The reference case is decided in favour of workmen/union. Let an Award be drawn in favour of workmen to the effect that House Rent Allowance at the rate of 15% of basic be paid to employees not provided with company's accommodation within the Municipal Area of Asansol with effect from 01.07.2004 subject to maximum of Rs. 2286.30 and House Rent. Allowance at the rate of 20% of the basic with effect from 01.01.2009. The dues shall be paid to the employees less the amount already drawn towards the HRA, within three months from the date of notification of this Award. Let a copy of this Award be communicated to Ministry for information."

3. The petitioner's case in short is that the respondent trade union raised a dispute with regard to enhanced House Rent Allowance for the coal mine workers on the ground that the Government of India through notification dated 17.4.1996 had declared Asansol urban area as B-2 class city for the purpose HRA with effect from 31.1.1994, and subsequently by a **notification dated 14.6.2001**

issued by the Coal India Limited Asansol had been given the status of **A-class city.**

4. It was the case of the union that consequent upon **upgradation of Asansol from C-class city to B-2 and then to A class city,** with the corresponding upgradation and the Sodepur Area coming under Asansol Municipal Corporation, the HRA for the coal mines workers should be appropriately enhanced commensurate to the upgradation of Asansol from B-2 to A-class city. The Learned Tribunal thereafter proceeded to dispose of the order of reference by an award dated 26.4.2023 in favour of the workmen/union.

5. The petitioner in the writ application further states that in the anvil of the phase-wise upgradation of the areas coming under Asansol Municipal Corporation to be upgraded, the petitioner states that the Sodepur area had been upgraded from time to time following the government notification/classifications on HRA as provided in the National Coal Wage Agreement's (NCWA).

6. The dispute not having been resolved at bipartite level, the Central Government referred the said dispute to the learned Central Government Industrial Tribunal-cum-Labour Court, Asansol for the purpose of adjudication of the issue as to whether the demand of the union for payment of HRA at the rate of 15% was legal and justified.

7. It is further stated that **during the relevant period the coal mines workers were getting HRA @ 10%, and as such demand for 15% HRA and subsequently at 20% HRA was unjustified. In**

any event, the settlements being NCWAs were not under challenge, which had overwhelmingly decided the service conditions of the parties during the operation thereof. The respondent trade union is also one of the constituent members of the said JBCCI which had negotiated the terms and conditions of the coal mines workers including those under the Sodepur area. The said respondent trade union has been represented through the apex trade union in all negotiations for arriving at NCWA.

8. The petitioner further states that in cross-examination, the union's witness failed to produce any document to show that Narsamuda mine is coming under Sodepur area, falls within the jurisdiction of the Asansol Municipal Corporation, and hence the coal mines workers would be entitled to enhanced HRA @ 15% on the basis of upgradation of areas falling under Asansol Municipal Corporation through Government notification.

9. It is stated by the petitioner that the company has constructed quarters/accommodation in each and every mine including those under the Sodepur area for accommodation of the coal mine workers. That apart, there are statutory post holders who are required to compulsorily stay near about coal mine.

10. It is further stated that the workers, in spite of owing a duty to apply for quarters do not make such applications rendering the coal company to suffer financially on account of huge outgo of HRA. ECL was suffering badly and was referred to BIFR.

11. It is further stated that the Learned Tribunal failed to appreciate and misconstrued the provisions of NCWA vis-à-vis its implementation and binding nature thereof in terms of section 18 of the Industrial Disputes Act, 1947. It is stated that the Learned Tribunal proceeded on an erroneous assumption that Government of India notification reclassifying/upgrading cities/areas would form the foundational basis for enhancement of HRA whereas the NCWA provided for a definite fixed rate of HRA.

12. It is also stated that the Learned Tribunal failed to appreciate that all workers of Narsamuda colliery under Sodepur area would not be entitled to 15% HRA just because of reclassification/upgradation of the area **since many of the workers might have actually availed themselves of the house rent/quarters facility.**

13. It is also stated that the impugned award does not take into consideration the fact that ECL was referred to BIFR and implementation of such award with retrospective effect from 1.7.2004 would have severe financial impact on your petitioner company and cause utter financial detriment leading to operational hazards. **It is further stated that there are 112 quarters/allotments lying vacant at the colliery and as such claim for HRA without considering such aspect is inequitable.**

14. Mr. Majumder learned senior counsel appearing for the petitioner, on filing written notes on behalf of the petitioner, argued as follows:-

a) Union bases its claim on notification issued by the Government of India dated 17th April, 1996 and 14th May, 1993 whereby Asansol was declared as a Group “B-2” city and subsequently as “A” class city by the Government of India. However, what has been referred before the Tribunal are Office memorandum dated 14th May, 1993 (page 76 to 81 of the writ petition) and Office Memorandum dated 3rd October, 1997 (page 95 at 101 of the writ petition), and also office memorandum dated 18th November, 2004 of the writ petition.

b) The Office Memoranda issued by the Central Govt. and referred to above are applicable to Central Government employees; whose conditions of service are governed by Article 309 of the Constitution of India, and not by any industrial award. These Office Memorandum therefore do not apply to ECL.

c) The defence of ECL before the Tribunal was that the issue of the HRA had been covered by NCWA’s; and hence there can be no increase in the rate of HRA. ECL had been paying HRA at the agreed rate in terms of NCWA’s to its workmen. Any award contrary to a term of NCWA will upset the NCWA’s which apply to various coal companies across the country.

d) NCWA's govern the service conditions of the workmen. HRA is a part of such NCWA's. A term or condition governed by an industrial settlement cannot form the subject matter of an Industrial dispute.

e) In NCWA VII executed in 2005 clause 8.1.3 dealt with HRA for employees in urban areas. It read as follows: "*Government notification/clarification on the subject will be followed as provided in the previous agreements. Other related issues will be discussed/decided in the Standardization Committee within a period of 3 months*".

f) The union had not challenged the settlement as a whole but only demanded an additional benefit as HRA beyond the terms of settlement so as to negate the binding efficacy of the same.

g) The Tribunal granted relief by directing the HRA to be paid at the rate of 20% from 01.07.2004. This is beyond the scope of the reference made to the Tribunal by the appropriate government. Law is well settled that an Industrial Tribunal can only answer the issues referred to it for adjudication and maters incidental thereto, as per Section 10 of the I.D Act granting relief beyond the terms of reference is ex-facie bad in law.

15. Mr. Majumder relies upon the judgments reported in:-

i. ***Herbertsons Limited vs The workmen of Herbertsons Limited and Ors. (1976) 4 SCC 736, (Para 21).***

> ***"21.*** *Besides, the settlement has to be considered in the light of the conditions that were in force at the time of the reference. It will not be correct to judge the settlement merely in the light of the award which was pending appeal before this Court. So far as the parties are concerned there will always be uncertainty with regard to the result of the litigation in a court proceeding. When, therefore, negotiations take place which have to be encouraged, particularly between labour and employer in the interest of general peace and well-being, there is always give and take. Having regard to the nature of the dispute, which was raised as far back as 1968, the very fact of the existence of a litigation with regard to the same matter which was bound to take some time must have influenced both the parties to come to some settlement. The settlement has to be taken as a package deal and when labour has gained in the matter of wages and if there is some reduction in the matter of dearness allowance so far as the award is concerned, it cannot be said that the settlement as a whole is unfair and unjust."*

ii. ***National Engineering Industries Ltd. vs State of Rajasthan and Ors. (2000) 1 SCC 371, (Para 21, 22 and 23).***

"21. *To answer the question so raised, this Court had a look at the statutory scheme of the Act in depth and observed: (SCC p. 658, para 8)*

"8. The aforesaid relevant provisions of the Act, therefore, leave no room for doubt that once a written settlement is arrived at during the conciliation proceedings such settlement under Section 12(3) has a binding effect not only on the signatories to the settlement but also on all parties to the industrial dispute which would cover the entire body of workmen, not only existing workmen but also future workmen. Such a settlement during conciliation proceedings has the same legal effect as an award of Labour Court, or tribunal or national tribunal or an arbitration award. They all stand on a par."

It then held:

"On the aforesaid scheme of the Act, therefore, it must be held that the settlement arrived at during conciliation proceedings on 5-5-1980 between Respondent 1 Management on the one hand and the four out of five unions of workmen on the other, had a binding effect under Section 18(3) of the Act not only on the members of the signatory unions but also on the remaining workmen who were represented by the fifth union which, though having taken part in conciliation proceedings, refused to sign the settlement. It is axiomatic that if such settlement arrived at during the conciliation proceedings is binding on even future workmen as laid down by Section 18(3)(d), it would ipso facto bind all the existing workmen who are all parties to the industrial dispute and who may not be members of unions that are signatories to such settlement under Section 12(3) of the Act."

The Court stressed the principle of collective bargaining in these words: (SCC p. 659, para 9)

"9. It has to be kept in view that the Act is based on the principle of collective bargaining for resolving industrial disputes and for maintaining industrial peace. Thus principle of industrial democracy is the bedrock of the Act. The employer or a class of employers on the one hand and the accredited representatives of the workmen on the

other are expected to resolve the industrial dispute amicably as far as possible by entering into the settlement outside the conciliation proceedings or if no settlement is reached and the dispute reaches the conciliator even during conciliation proceedings. In all these negotiations based on collective bargaining the individual workman necessarily recedes to the background. The reins of bargaining on his behalf are handed over to the union representing such workman. The unions espouse the common cause on behalf of all their members. Consequently, settlement arrived at by them with management would bind at least their members and if such settlement is arrived at during conciliation proceedings, it would bind even non-members. Thus, settlements are the live wires under the Act for ensuring industrial peace and prosperity."

22. *In Ram Pukar Singh v. Heavy Engineering Corpn. [(1994) 6 SCC 145 : 1994 SCC (L&S) 1314] this Court said that a settlement arrived at between the Management and the sole recognised union of workmen under Section 12(3) read with Section 18 of the Act would be binding on all the workmen whether members of the Union or not. This is how this Court considered this question: (SCC p. 148, para 5)*

"A settlement was, however, arrived at between the Management and the Union thereafter, whereunder it was, among other things, agreed that the employees who were holding the post of Office Superintendent (Non-Supervisory) would be deemed to have been appointed to the post of Assistant Personnel Officer from the date they were appointed as Office Superintendent (Non-Supervisory) and that the services rendered by them both in the post of Office Superintendent (Non-Supervisory) as well as in the post of Assistant Personnel Officer would together be taken into consideration as a qualifying period for promotion to the post of the Junior Executive Officer. It was further agreed that the employees concerned would not, however, claim any arrears of pay. This was done because the respondent Corporation was in a bad financial shape. The contention that the settlement of 13-9-1990 is not binding on the appellants because they were in a Supervisory category and were not workmen and

hence the Union had no right to represent them, has no substance in it for two reasons. Firstly, in the settlement of 14-5-1987 arrived at with the Union they had not only received the benefit of the arrears of salary of Rs 1600 but also of the revised pay scales since then. They could not have had this benefit if they were not workmen and, therefore, considered themselves as belonging to the Non-Supervisory category. They had continued to be workmen, i.e., in Non-Supervisory category till the next settlement of 13-9-1990. Admittedly, there was only one Union representing all workers during all the relevant period. The settlement dated 13-9-1990 was admittedly under Section 12(3) read with Section 18 and other provisions of the Industrial Disputes Act. ***The settlement was, therefore, binding on all the workmen whether they were members of the Union or not."***

23. *In Workmen v. Hindustan Lever Ltd. [(1984) 4 SCC 392 : 1985 SCC (L&S) 6] this Court said as under: (SCC p. 395, para 4)*

"4. Section 10(1) confers power on the appropriate Government to refer an existing or apprehended industrial dispute, amongst others, to the Industrial Tribunal for adjudication. The dispute therefore, which can be referred for adjudication, of necessity, has to be an industrial dispute which would clothe the appropriate Government with power to make the reference, and the Industrial Tribunal to adjudicate it."

16. On the other hand the claim of the respondent/Union of India is that ECL is bound by the orders of the Govt. of India and as such the impugned award being in accordance with law, may not be interfered with.

17. **On hearing the learned counsels for the parties** and on perusal of the materials on record, considering that the tribunal has passed an award granting relief on and from 2004, it appears that the **National Coal Wage Agreement –VI (23rd December, 2000)** is a Memorandum of Agreement by a Joint Bipartite Committee for Coal Industry. The said agreement provides for house rent allowance under Clause 8.1 series and provides how the same shall be regulated.

18. Clause 8.1.3 provides for house rent allowance for employees in urban areas as per **implementation instruction no. 27 dated 14th June, 2001. Asansol is classified as a 'C' city and the house rent** allowance rate per month has been agreed in the said agreement at **10 per cent of basic pay.** Provisions have been made for higher house rent allowance for employees posted at different cities, for example, though Ranchi has been classified as the 'b-2' city and as per Clause 8.1.4, house rent allowance for employees posted at Ranchi has been agreed on 25 per cent of their basic pay as per NCWA-V.

19. In the **National Coal Wage Agreement VI** wherein the provisions for house rent allowance has also been made, it has been stated therein that existing house rent allowance would apply in case of employees as per increase in rent w.e.f. 01.07.1999.

20. As per **implementation instruction no.43 dated 17th May, 2004,** issued, Government classification was duly implemented.

21. Subsequently, **National Coal Wage Agreement VII** came into effect, **on 15th July, 2005,** which provided for the provisions for house rent allowance with an enhancement w.e.f. 01.07.2004. In Clause 8.1.3 of Agreement VI, matching implementation instruction no.7 dated 21st July, 2005 was then issued.

22. Implementation instruction no. 10 dated 23rd September, 2005 was issued providing HRA at 10% of Basic pay subject to a maximum in respect of 'C' class cities, and **Asansol was categorized as 'C' class city.**

23. The same procedure was followed in **NCWA VIII** which came into effect on **24th January, 2009.** The learned Tribunal in its award while deciding the issue in reference decided the same in the affirmative. An enhancement was also agreed upon with effect from 1.1.2009.

24. Implementation instruction no. 16 dated **22nd July, 2009** was issued in respect of **NCWA-VIII. Asansol has been classified as a 'Y' class city and HRA was agreed upon at 20% of Basic Pay.**

25. The relief has been granted from 2004 to 2009 and then from 2009 till date.

26. The petitioner appearing before the Tribunal did not adduce any evidence but argued that a Notification would be filed showing that Narsamuda Colliery was not within the jurisdiction of Asansol Municipal Corporation and as such it was argued that the petitioner is not entitled to get house rent allowance at the rate which was applicable for areas within the jurisdiction of Asansol Municipal Corporation.

27. The learned Tribunal relied upon the government notification and held that Asansol has been upgraded as 'B-2' Class city for the purpose of house rent allowance from 31.01.1994. The Tribunal then proceeds to hold that NCWA-VII provides for house rent allowance for employees in urban areas and it has been provided that 'B-2' Class city will be entitled the house rent allowance @ 15 per cent of their basic as per reclassification of the cities of the Government.

28. The Tribunal categorically held that the employees of ECL working within the Municipal Corporation of Asansol **who have not been provided with accommodation by the Company are entitled to 15 per cent of their basic pay of HRA with effect from 01.07.2004.** The difference, if any, was provided to be paid to the employees. The Tribunal further held that the provisions of Clause 8.1.3 of NCWA – VII will be binding upon the employers and employees. Finally, the Tribunal held that the employees of ECL working within the Municipal area of Asansol Narsamuda Colliery who have not been provided with company accommodation are entitled to 20 per cent basic pay as HRA w.e.f. 1.1.2009 and finally directed that the said benefit would be available to the employees of ECL working within Asansol Municipal Corporation area.

29. It appears that the award has been passed by the Tribunal by applying the terms and conditions of NCWA - VIII which came into effect only on 24.01.2009 and would be applicable on and from 1.1.2009 on revised basic.

30. The implementation instruction no.16 dated 22.07.2009 provides for HRA in respect of employees posted in urban areas.

31. In the list of cities annexed as per Government Notification, Asansol (urban areas) has been in respect of 'Y' city which as per the implementation instruction no.16 dated 22nd July, 2009, the employees of such cities would be entitled to **20 per cent of basic pay,** with certain terms and conditions.

32. In **NCWA-IX** and **10th wage agreement dated 10.10.2017** implementation instruction no. 07 dated **7th July, 2017, Asansol** has been classified as **'Y' City** and the HRA has now been fixed at **16% for 'Y' class cities.**

33. Now, it is for this Court to decide as to whether findings of the Tribunal that Narsamuda Colliery would be considered to be within Asansol Municipal Corporation area is correct or not. It is the contention of the petitioner herein that Narsamuda Colliery does not fall within the Municipal area of Asansol and as such Clause 8.1.3 will not be applicable to employees residing at the colliery. It is the further case of the petitioner, that though several quarters are vacant, the employees are reluctant to accept the accommodation provided by the company, in order to reside within the Municipal area of Asansol (urban area) to get the benefit of Clause 8.1.3 and enhanced HRA.

34. The issue in the order of reference is:-

> *"whether the demand of Unions for payment of HRA @ 15% HRA is legal and justified? To what relief are the claimants entitled for?"*

35. The Union's case before the tribunal was that:-

> *"………….. The contention of the union is that the Government of India by Notification No. 2/(43)/95-E-11(B)/Govt. of India dated 17th April, 1996, declared*

> *Asansol as urban area and as B-2 class city for the purpose of House rent allowance w.e.f. 31.01.1994. Furthermore, in the memorandum of Coal India Limited, bearing no. CIL/C-5-A (vi)/50727/252 dated 14th June, 2001 Asansol has been given the status of A-class city. According to the union, implementation of the directives in the notification dated 17.04.1996 is necessary. It is urged on behalf of the workmen that Coal India Limited has totally ignored the notification of Government of India by declaring Asansol as a 'C' class city. Therefore, the workers of M/s. ECL not having company accommodation at Asansol are being paid HRA at the rate of 10% of their basic pay instead of 15% applicable to B-2 class cities from 31.01.1994 to 31.12.2008 and at the rate of 20% applicable to Asansol as declared 'Y' class city from 01.01.2009……….”*

36. **The National Coal Wage Agreement (NCWA) governs the wages,** service conditions, and benefits for non-executive coal employees in India, primarily for Coal India Limited (CIL) and Singareni Collieries Company Limited (SCCL). Initiated on August 15, 1967, following central wage board recommendations, the NCWA is negotiated every 4 to 5 years via the **Joint Bipartite Committee** for the Coal Industry (JBCCI), **with the latest, NCWA-XI (2021-2026), signed in May 2023.**

37. **The NCWA is crucial for maintaining industrial peace and ensuring standard wages and welfare measures, such as housing and medical facilities, across the public sector coal industry in India.**

38. Thus **the employees of the petitioner company are bound by the memorandum of agreement leading to the NCWA's executed from time to time, periodically along with the**

implementation instructions specifying the category and class of cities and the HRA applicable to each of them.

39. The tribunal then relying entirely on Swamy's manual and government notifications applied the same to the NCWA's and its implementation instructions in respect of urban areas and passed the impugned award without taking into consideration the terms and conditions in the respective NCWA's and implementation instructions.

40. The tribunal held that Narsamuda Colliery was within the Asansol Municipal Corporation Area and thus **granted HRA as per the government notifications and not as per the NCWA's and related implementation and instructions, applicable at the relevant stages.**

41. The tribunal held that as NCWA-VII, implementation instruction provided that **B-2 class cities** would be paid HRA of 15% of the basic **as per reclassification of cities by the government, Asansol was treated as a B-2 class city** and the HRA of 15% was permitted, which is not in accordance with the NCWA VII and connected implementation instruction.

42. Unfortunately, **the learned tribunal applied part of the NCWA-VII and part of government notifications,** which is clearly an erroneous decision, **considering that NCWA-VII, implementation instruction no. 10 dated 23rd September, 2005 clearly provides that as per the said agreement, Asansol is classified as 'C' city and HRA applicable was 10% of Basic pay.**

43. **Thus, such an award, wherein, the terms and conditions of an agreement, herein the NCWA's, to be implemented is only partly accepted and part rejected, is clearly an erroneous decision and also an abuse of the process of law.**

44. **The NCWA's and its connected implementation instructions are a package deal to be taken as a whole *(Herbertsons Ltd. (Supra)).***

45. The impugned award thus being not in accordance with law is hereby set aside.

46. **WPA 8870 of 2024 stands allowed.**

47. The petitioner shall ensure allotment of quarters and **if refused, by** the employee/workman, they shall not be entitled to any HRA as per the NCWA's and it's connected implementation instructions.

48. **It is further directed that HRA shall be granted, by the petitioner, only as per the NCWA's and it's respective/ connected implementation instructions, as applicable from time to time.**

49. Urgent Photostat certified copy of this judgment, if applied for, be supplied to the parties expeditiously after due compliance.

(Shampa Dutt (Paul), J.)

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 2 जनवरी, 2026

का.आ. 2301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह्–श्रम न्यायालय**, आसनसोल के पंचाट(**संदर्भ संख्या**-29/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को **01/01/2026** को प्राप्त हुआ था।

[सं. एल-22012/59/2021-आईआर (सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 2nd January, 2026

S.O. 2301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference. 29/2021*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen, received by the Central Government on 01***/01/2026*.**

[No. L-22012/59/2021– IR (CM-II)]

SALONI, Dy Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 29 OF 2021

PARTIES: Habu Bouri

Vs

Management of 3 &4 Incline, Jhanjra Project Colliery, Jhanjra Area , ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Shabe Alam, union representative

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 12/11/2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/59/2021-IR(CM-II)** dated 10/12/2021 has been pleased to refer the following dispute between the employer, that is the Management of 3 & 4 Incline, Jhanjra Project Colliery, Jhanjra Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the Management of Jhanjra Project Colliery, Jhanjra Area of M/s. E.C.Ltd in dismissing Sri Habu Bouri Ex- Cat-I Mazdoor vide letter No. GM/JNR/PERS/2016/1716 dated 29-03-2016 is fair, legal and justified under principles of Natural Justice? If not, what relief Sri Habu Bouri is entitled to?"

1. On receiving Order **No. L-22012/59/2021-IR(CM-II)** dated **10/12/2021** from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 29 of 2021** was registered on 14.12.2021/01.07.2022 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Habu Bouri, the dismissed workman filed written statement on 22/05/2023 through Mr. Bipul Banerjee, ld. advocate for the union. Fact of the case as disclosed in the written statement of Habu Bouri is that he was a permanent employee of ECL and was posted at 3 & 4 Incline, Jhanjra Project Colliery as General Mazdoor, Cat-I having U. Man No. 854115. Due to illness workman absented his duty from 15/11/2013 and the management of ECL issued a charge sheet against him, bearing No. AGT/JNR/3&4/P/CS/13/898 dated 02/12/2013 under clause 26.29 of the Certified Standing Orders of the company. According to the workman charge sheet was never served upon the workman for which he could not submit his reply to the allegation of unauthorized absence. Management conducted a domestic enquiry without serving Notice of enquiry and without granting reasonable opportunity. Principles of Natural Justice was violated by the Enquiry Officer who upon concluding the enquiry held that the charge levelled was established beyond doubt. General Manager, Jhanjra Area, ECL, the Disciplinary Authority on considering the perverse enquiry report dismissed the workman from service by letter dated 29/03/2016 and no second show cause Notice was served upon the charged employee for his explanation to the finding of the Enquiry Officer. It is contended that dismissal of the workman from service is illegal and is an outcome of colourable exercise of power. Dismissed workman further contended that Disciplinary Authority has no right to impose a punishment of dismissal based upon the perverse report of the Enquiry Officer as such Impugned Order of dismissal is liable to be set aside and the workman should be reinstated in service with payment of full back wages.

3. Management filed written statement on 13/01/2023. Converse case of the management which unfolds from the written statement is that Habu Bouri was posted as General Mazdoor, Cat-I at Jhanjra Project Colliery under ECL. He absented his duty from 15/11/2013 in an unauthorized manner without any information or prior permission of the management. A Charge sheet was issued against Habu Bouri on 02/12/2013 under clause 26.29 of the Certified Standing Orders for his unauthorized absence from duty beyond ten days without sanctioned leave or sufficient cause. Management contended that the workman did not reply to the charge sheet and a domestic enquiry was held against him. Several Notice of Enquiry were issued by the management which were sent at the home address of Habu Bouri recorded in B-Form register of the company. Fifth Notice of Enquiry was also published in a local Hindi Newspaper which was circulated around the native village of the workman. Despite such publication, workman did not participate nor did he send any information to the office. Management finally held an ex-parte enquiry against the workman. Enquiry Officer found the workman guilty of the charge levelled against him for his habitual and unauthorized absence. Management specifically stated in the written statement that in the preceding years workman attended duty only for twenty one days in the year 2011, thirty six days in the year 2012 and forty four days in the year 2013. After the workman was found guilty of charge on both counts, a second show cause Notice bearing No. GM/JNR/PERS/2016/1497 dated 20/02/2016 was issued under the registered post with Acknowledge due along with copy of enquiry proceeding and findings of the Enquiry Officer, inviting his comments and explanation, if any. Management found no extenuating circumstance in favour of Habu Bouri to absolve him from the misconduct. Disciplinary Authority thereafter dismissed him by issuing Order No. GM/JNR/PERS/2016/1716 dated 29/03/2016 and the same was sent to his home address under registered post. Management asserted that the principle of Natural Justice was followed at all stages and reasonable opportunity was given to the workman to defend his case. It is urged that if the enquiry is found to be unfair for any reason, then the management should be given an opportunity to substantiate the charge by independent proof.

4. Central issue for consideration is whether dismissal of Habu Bouri from service by the management of ECL by order dated 29/03/2016 is fair, legal and consistent with the

principle of Natural Justice? If not, what relief the dismissed workman is entitled to?

5. Habu Bouri filed an affidavit-in-chief and has examined himself as Workman Witness -I. It is stated in the affidavit that he was absent from duty from 15/11/2013 due to illness and he was charge sheeted on 02/12/2013 under clause 26.29 of the Certified Standing Orders of the company. According to his statement in the affidavit the charge sheet was never served upon him for which he was unable to reply to the charge. Management of ECL conducted a domestic enquiry in respect of allegation made in the charge sheet and without serving any copy of Notice of Enquiry and without providing opportunity to the workman, the Enquiry Officer in violation of the principle of Natural Justice concluded the enquiry and found the workman guilty of charge. Workman further stated that he was removed from service without being served with any second show cause Notice. Workman claimed his reinstatement in service by setting aside the illegal order of dismissal and payment of back wages for the period he remained idle. Workman did not produce any document in support of his illness nor did he produce any treatment papers from any doctor or hospital during the period of his absence. In course of cross-examination, workman admitted that he was a habitual absentee from duty and he attended duty only for twenty one days in the year 2011 and thirty six days in the year 2012. Workman denied that charge sheet was issued and served upon him at his home address. He further denied any publication of Notice of Enquiry in 'Dainik Jagran', a Hindi Newspaper. Workman further denied that he submitted reply against second show cause Notice. Regarding mercy petition, workman at first deposed that he did not submit any application as mercy petition after his dismissal but later admitted his signature on mercy petition dated 20/04/2016 which is marked as Exhibit M-1.

6. Mr. Alaric Oneal Lyndem has been examined as Management Witness -I. He filed an affidavit-in-chief where he stated that management issued a charge sheet against Habu Bouri under clause 26.23 for habitual absence from duty without sufficient cause and under clause 26.29 of the Certified Standing Orders for absence from duty beyond ten days without sanctioned leave. It is further stated that the workman did not submit reply to the charge sheet and the management decided to hold enquiry. Seven Notice of Enquiry were issued against Habu Bouri but he did not appear to participate. Fifth Notice of Enquiry was also published in a local newspaper circulated near his native place. As the workman did not participate, an ex-parte enquiry was held in which charges were established before the Enquiry Officer. After enquiry proceeding was held, a second show cause Notice bearing No. GM/JNR/PERS/2016/1497 dated 20/02/2016 was issued to Habu Bouri under registered post at his home address along with copies of enquiry proceeding and finding for his explanation, if any. It is stated that Habu Bouri replied the second show cause Notice on 17/03/2016. He could not justify his absence and could not make out any extenuating circumstance in respect of charges established. According to the management, on previous occasions warnings were issued and there was stoppage of payment of increments to Habu Bouri for his habitual absence. Management found no other alternatives and dismissed the workman by issuing order dated 29/03/2016 which was communicated to him. Management witness further stated that principle of Natural Justice was followed at all stages and opportunity was given to the workman to defend himself. It is also stated that the punishment awarded is totally justified and in no way disproportionate to the nature of misconduct committed by him.

In support of the management's case, following documents have been produced before the Tribunal:

(i) Copy of charge sheet dated 02/12/2013 issued against the workman is produced as Exhibit M-2.

(ii) Copy of Notice of Enquiry issued to Habu Bouri dated 05/02/2014, 19/03/2014, 03/05/2014, 07/06/2014, 17/07/2014, 01/09/2014 and 07/01/2015 are collective produced as Exhibit M-3.

(iii) Copy of letter dated 01/02.12.2014 issued by the Chief Manager (P) informing the Enquiry Officer that Notice had been published in "Dainik Jagran", Dhanbad on 05/08/2014 is produced as Exhibit M-4.

(iv) Xerox copy of Notice published in Dainik Jagran is produced as Exhibit M-4/1.

(v) Copy of enquiry proceeding in ten pages is collectively produced as Exhibit M-5.

(vi) Copy of Enquiry report in three pages is collectively produced as Exhibit M-6.

(vii) Copy of second show cause Notice dated 15/20.02.2016 issued by the General Manager, Jhanjra Area in two pages is collectively produced as Exhibit M-7.

(viii) Copy of reply dated 17/03/2016 submitted by the workman against the second show cause Notice is produced as Exhibit M-8.

(ix) Copy of office order dated 22/29.03.2016 issued by the General Manager, Jhanjra Area in two pages dismissing the workman from service is collectively produced as Exhibit M-9.

(x) Copy of order dated 28/29.07.2016 issued by the Director (P) in two pages by which appeal preferred by the dismissed workman was dismissed is collectively produced as Exhibit M-10.

It transpires from the cross-examination of the Management Witness that he was unable to produce documents to show that charge sheet was served upon Habu Bouri. No personal messenger was sent to the address of Habu Bouri to deliver the charge sheet. He also stated that management has not charged Habu Bouri for habitual absence. Witness has only submitted a paper clip of 'Dainik Jagran' (Exhibit M-4/1) and did not produce copy of publication. Management Witness, however denied that management did not observe the principle of Natural Justice at the time of holding enquiry.

7. Mr. Shabe Alam, authorized representative of the union advanced his argument that the workman did not willfully abandon his duty but due to family problems and due to limited understanding of official procedures he could not communicate with the colliery management and was misconstrued as habitual absentee which is not a misconduct. It is further argued that the management did not serve charge sheet and Notice of enquiry upon the workman except the second show cause Notice dated 20/02/2016. According to the union, applicant was unaware of the departmental enquiry initiated by the management and did not receive any opportunity to defend himself. Further case of Mr. Alam is that the reply to the second show cause Notice was not drafted by the workman and he was made to put signature on a pre-drafted reply without fully understanding its content. Mr. Shabe Alam argued that without proper compliance of the principles of Natural Justice and without following the due procedures of law, dismissal of the workman is invalid and the workman is entitled to be reinstated in service maintaining continuity of service and all consequential benefits. It is strenuously argued that the management violated the procedural norms by non-service of charge sheet and Notice of enquiry. Therefore, dismissal from service for absenteeism is a disproportionate punishment. It is urged that order of dismissal dated 29/03/2016 passed by Jhanjra Project Colliery is liable to be set aside and the workman should be reinstated in service with payment of back wages and consequential benefits, maintaining continuity of service.

8. Mr. P. K. Das, learned advocate for the management argued that the charged employee was a habitual absentee and he was on unauthorized leave for more than ten days for which a charge sheet was issued against him under clauses 26.23 and 26.29 of the Certified Standing Orders of the company. Charge sheet was issued at his home address but he did not reply. Management held enquiry providing ample opportunity to the workman but he did not appear to participate. Workman did not inform the management regarding reasons of his absence and did not produce any document in support of his absence. It is argued that long absence without providing any information to the management is a gross misconduct and amounts to desertion of employment. Mr. P. K. Das, learned advocate argued that the Enquiry Officer made every attempt and provided every opportunity to the workman to participate in the proceeding but he was fully evasive. Notice of enquiry published in the Newspaper "Dainik Jagran" on 05/08/2014 discloses about issuance of charge sheet on 02/12/2013. Management having no alternative had to proceed ex-parte. It is submitted that the principle of Natural Justice was followed by the Enquiry Officer and the Disciplinary Authority at every stage. Ld. Advocate for the management referred the charge sheet which is marked as Exhibit M-2 and argued that charges were levelled on two counts i.e. habitual absence from duty without sufficient cause under clause 26.23 and absence from duty beyond ten days without sanctioned leave under clause 26.29 of Certified Standing Orders of the company. Second show cause Notice was issued by the General Manager, Jhanjra Area and it was sent to the workman at his home address at Village- Chaskunia, PO- Berdidia, PS- Nirsa, Dist- Dhanbad (Jharkhand) along with a copy of Enquiry proceeding (Exhibit M-5) and Enquiry report (Exhibit M-6) inviting his reply. Ld. Advocate for the management referring to the employee's reply against the second show cause Notice on 17/03/2016 argued that the workman admitted his long unauthorized absence from duty on the ground of illness but failed to produce documents. It is argued that charge sheet was issued in the year 2013 but the workman did not make himself available to submit reply nor did he participate in the enquiry for more than two years. Therefore, there is no extenuating circumstance for absolving the employee of the charges which are admitted and established. Ld. Advocate for the management contended that the Industrial Dispute is liable to be dismissed.

9. I have considered contents of the written statement of both parties, evidence adduced by the workman witness and the management witness, documents produced by the management and arguments advanced by both parties. From the materials on record, long absence of the charged employee has become conspicuous. It is true that management did not produce documents in support of service of charge sheet and Notice of Enquiry before holding domestic enquiry. On a perusal of the enquiry proceeding (Exhibit M-5) it transpires that the Enquiry Officer initiated enquiry proceeding on 05/03/2014 but due to absence of workman granted several adjournments until a Notice of Enquiry dated 17/07/2014 was published in a Hindi Newspaper "Dainik Jagran" which is a Dhanbad based publication. The Notice discloses about the charge sheet issued. Workman, however, did not care to participate in the enquiry even after paper publication. Conduct of the workman is evident from the fact that after issuance of charge sheet and admitted absence from duty from 15/11/2013, he did not turn up before the management of the employer company for more than two years. Management Representative have adduced evidence before the Enquiry Officer to prove the charge levelled against the workman. On previous occasions workman appears to have absented from his duty and his attendance during the years 2011 to 2013 was extremely poor. After enquiry, an enquiry report was submitted on 21/01/2015 (Exhibit M-6). Disciplinary Authority issued a second show cause Notice to the workman vividly stating his misconduct and findings of the Enquiry Officer. Second show cause Notice has been produced as Exhibit M-7. Workman in his examination denied receiving second show cause Notice but the union representative in his written argument admitted receipt of the same. It appears from the reply dated 17/03/2016 to the second show cause Notice (Exhibit M-8) that Habu Bouri admitted his long absence on the ground of "heavy illness". However, workman did not produce a single document in support of his illness which prevented him from attending his duty for such a long period. Disciplinary Authority did not find the reply satisfactory and issued an order of dismissal dated 22/29.03.2016 (Exhibit M-9). From the sequence of events and the procedure undertaken by the management in holding enquiry, I find that the management has provided reasonable opportunity to the workman to participate in the enquiry to defend his case. Workman in a nonchalant manner ignored every move of the management and did not take part in the proceeding. Being an employee of the company, duty is cast upon the workman to keep the management informed about all circumstances related to his attending duty or reasons of his absence from duty. Responsibility to inform the workman is not a one-sided requirement. In a case of **Nav Bharat Industries Vs. Presiding Officer and another [2018 LLR 439]**, Hon'ble High Court of Punjab and Haryana held that if a workman remained absent unauthorizedly for a long time, even due to his illness without informing the management about it, termination of his service by invoking conditions as stipulated in the Certified Standing Orders, is not illegal. It was further held that when the workman does not inform the management about his illness, remaining absent for a long time, presumption drawn by the management that workman has abandoned his job of his own is justified. Borrowing wisdom from the settled position of law, I am inclined to hold that dismissal of the workman by the management due to his long unauthorized and habitual absence is fully justified and there is no extenuating circumstance to extend any relief to the workman. Hence, I hold that there is no reason to interfere with the order of dismissal of the workman. Therefore, the workman is not entitled to the relief of reinstatement or back wages.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest. I find no reason to interfere with the order of dismissal passed against the workman dismissing him from service. He is not entitled to any relief of reinstatement or back wages. Management is directed to disburse all legal dues of the dismissed workman due to his past service, if not paid earlier. Let an Award be drawn up in the light of my above discussion. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE**,** Presiding Officer

नई दिल्ली, 2 जनवरी, 2026

का.आ. 2302.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय**, आसनसोलके पंचाट(संदर्भ-**10/2023**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **01/01/2026** को प्राप्त हुआ था।

[सं. एल-22012/07/2023-आईआर-(सी.एम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 2nd January, 2026

S.O. 2302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Reference. 10/2023***)* of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen, received by the Central Government on 01***/01/2026.***

[No. L-22012/07/2023– IR (CM-II)]

SALONI, Dy Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,

Presiding Officer,

C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 10 OF 2023

PARTIES: Manoj Hari

08.06.2026
Court No.13
Item No. 7
sp

MAT 673 of 2026
With
CAN 1 of 2026
Anima Mukherjee
Vs.
Eastern Coalfields Limited & Ors.

Mr. Abdul Masod,
Ms. Debnath Pramanik,
Mr. Sajid Hussain.
.... For the appellant.

Ms. Priti Banerjee,
Ms. Swapna Sikdar.
..for the respondent ECL.

Mr. Pinaki Ranjan Chakraborty.
..for the Union of India.

1. Learned counsel for the appellant submits that her client is willing to vacate the quarter of the ECL upon receipt of retiral benefits.

2. Learned counsel for the ECL submits that all retiral benefits have been paid and quantum of the gratuity is lying with the controlling authority.

3. The appellant shall vacate the quarters within a month from date.

4. Having regard to the fact that the appellant has received the entire terminal benefits, any balance sum payable by the ECL including gratuity to be released by the controlling authority, shall factor in any penal rent

deductable on account of the occupation of quarters by the appellant of the ECL. The ECL shall calculate the amount of penal rent and deduct from any terminal benefits still outstanding to the appellant.

5. If there are no terminal benefits payable by the ECL, the quantum of penal rent shall become deductable from out of gratuity payable to the appellant.

6. For the aforesaid purpose, the ECL shall communicate the quantum of penal rent and interest, if any applicable to the controlling authority who shall deduct the same and pay the balance to the appellant. The quantum of penal rent deducted by the controlling authority as communicated by the ECL shall be refunded back to the ECL by the controlling authority.

7. Upon the appellant vacating the quarters, due inspection shall be conducted by the ECL and any damage to the quarters shall also be taken into account and quantified by the ECL and shall be included in the aforesaid sum deductable from the terminal benefits of the appellant. The said sums shall be refundable by the controlling authority to the ECL.

8. All sums payable by the ECL to the appellant shall be made upon the appellant vacating her quarters as directed above.

9. With the aforesaid observations, MAT 673 of 2026 along with CAN 1 of 2026 shall stand disposed of.

10. The impugned order shall stand modified accordingly.

11. There shall be no order as to costs.

12. All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

(Rajasekhar Mantha, J.)

(Rai Chattopadhyay, J.)