

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE

Present:

The Hon'ble Justice Shampa Dutt (Paul)

WPA 13625 of 2025

State Bank of India
Vs
Union of India & Ors.

For the Petitioner : Mr. Soumya Majumder, ld. Sr. Adv.
Mr. Debashis Saha,
Mr. Jyotishman Sarkar.

**For the Respondent/
Union of India** : Mr. Ashok Prasad,
Mr. Goutam Sardar.

For the Respondent No. 3 : Mr. Ratul Das,
Mr. Ashutosh Singh.

Judgment reserved on : 15.07.2026

Judgment delivered on : 10.08.2026

Shampa Dutt (Paul), J.:

1. The writ application has been preferred challenging an order dated 9th April, 2025, in claim application being MW-01 of 2025, passed by the respondent no. 2 being the authority under the Minimum Wages Act, 1948 and the Regional Labour Commissioner (Central), Asansol.
2. Vide the impugned order the said authority observed as follows:-

“2) This Claim petition is based upon the earlier Claim Application under M.W. Act, 1948, Case No. M.W. 11 of 2020. After Hon’ble High Court, Calcutta vide Writ Petition No. 25880 of 2024 had quashed the Order dated 6th September, 2024 of the Claim Case No. M.W. 11 of 2020”.....

That in the principal agreement in 2016, security personnel deployed at SBI ATM Booths **were paid minimum wages for the category of "Watch and Ward without arms"**. After two years of such payment in 2018, the Principal Employer made the Contractor sign a supplementary agreement wherein, minimum wages for the security personnel were re-fixed at the category of **"Sweeping and Cleaning"** which is a lower rate than that of "Watch and Ward without arms". In the Inspection report of Labour Enforcement Officer (C), the workers stated that without prior information the designation of security was changed to "Caretakers". Whatever the name used they were paid at housekeeping/sweeping and cleaning rate after the.....

22) In the present claim case, it is observed that, the Principal Employer, SBI has meticulously designed to reduce the rate of wages for the Security Personnel/Caretakers in their supplementary agreement dated 20/07/2018. On comparing the parent agreement and Supplementary agreement between both the Opponent-1 and Opponent-2, we notice that the charter of duties remains the same, only phraseology of the duties have been changed. To substantiate, in the parent agreement, under clause 2.2.2. (m) states as "promptly call police station, fire services, etc. in case of emergencies" and in the Supplementary agreement under clause 2.2.2. (q) states as “caretaker” should call police

station, fire service, etc. in case of emergencies, under advice to branch manager/Channel manager/any authorized representative of the Bank."

Upon further analysis of the Supplementary agreement, it is clear **that majority of the services deal with security related affairs.** Clause 2.2.2. (e) provides as follows: "Caretakers should deal with the customers politely. Prohibit entry of persons wearing helmet or with covered face. squatters, hawkers etc. inside the ATM room. The Caretaker shall exercise restraint and avoid being provoked". Similarly, Clause 2.2.2.(h) provides as follows: **"Immediately escalate problems of any kind [e.g. malfunctioning/breakdown of ATMs, lightning. AC, UPS, access door] including theft/theft attempt/doubtful activities/criminal activities like burglary, snatching, hold up, pilferage, fire natural calamities etc. at/around ATM/ATM sites etc. to the concerned branch Manager/channel Manager/any authorized representative of the bank Caretakers will maintain a suitable register for entering details of such reports made including persons called."**

23) On analyzing through the 29 charter of duties of the Care Taker, expect for sub-clause of 2.2 and sub-clauses b, c, n and v of 2.2.2 of the Agreement where nature of duties are that of Sweeping and Cleaning the rest of all duties are not related to sweeping and cleaning work. As clearly defined, the contract labourers deployed at the ATM booths are **Care Taker** of the ATM performing **variety of duties to ensure safety, cleanliness and proper functioning and upkeep of the ATM machine and the booth.** Thereby, rendering quality service to the general public. And while they are the Care Taker with

multiple nature of duties their remuneration being fixed at Sweeping and Cleaning rate of wages is not relevant.

27) The authority is of the view that while workers may be performing many other duties **but the Core Nature of their job remains providing Security and Surveillance of the ATM booths.** Sweeping and Cleaning are just the peripheral part of their duties. It is not the words but real nature of the work that determine the factor in fixing the rate of wages applicable to a given scheduled workers under Minimum Wages Act, 1948. Security job is a scheduled, employment under "Watch and Ward with or without arms" (in this case without arms) category in the minimum wages notification of the Ministry of Labour and Employment date 19.01.2017 Besides, the Minimum Wages Act, 1948 being a social legislation, whatever benefits most to the workers must be awarded.

28) In light of above discussion, the Authority is of the view that there was less payment of wages to the 69 (sixty nine) security personnel deployed by Opponent-1 at SBI ATM booths and the responsibility of this default lies solely with the Principal Employer - the Opponent-2. **It has been argued by Opponent-2 that confusion arose while interpreting the terms and conditions of the principle agreement.** However, such argument is not sustainable as nature of duties performed by the workers is that of "watch and ward". The workers employed by M/s Singh Intelligence Services Pvt. Ltd. have been deprived of their legitimate minimum wages as per the rate of "Watch & Ward without arms". The agreement signed between the Principal Employer and Contractor incorporating the designation as "Care Taker" and paying minimum wages for the category of

"Sweeping and Cleaning" is not justifiable in the eyes of law....."

3. Finally, the said authority directed as follows:-

*"29) Accordingly, SBI (herein Opponent -2) is directed to pay the difference of wages as filed by the Labour Enforcement Officer (C), Asansol amounting to **Rs. 44,23,548/- (Forty four lakhs twenty three thousand five hundred and forty eight only)** to the 69 (sixty nine) contract workers. The conflict and anomalies as regard to fixing and less payment in this present case is the creation of State Bank of India by way of bringing the supplementary agreement thereby causing untold suffering to the workers. Therefore, it is expedient and just that SBI (herein Opponent-2) pays a compensation of 50% of the principal amount to the workers which amount to **Rs. 22,11,774/- (Twenty two lakhs eleven thousand seven hundred and seventy four only)**. The case was filed on 17/07/2020 and accordingly, hearing in the matter started from 10/12/2020. Scheduled date and time for hearing were fixed on thirty one occasions but the Contractor (Opponent -1) remained absent on twenty three occasions as a result of which the matter was pending and the poor workers become the sufferer. Hence, opponent-1, M/s Singh Intelligence Services Pvt. Ltd. is directed to pay a compensation of twenty five percent of the principal amount which amounts to **Rs. 11,05,887/- (Eleven lakhs five thousand eight hundred and eighty seven only)** to the 69 (sixty nine) workers."*

4. The petitioner's case is that the petitioner carries on commercial activities of banking and in course of such activities **it has various branches in the State of West Bengal including the Asansol**

region. There are ATMs attached to the branches and also off side ATMs.

5. In the Bengal Circle, there are more than 4400 ATMs approximately, out of which 2200 are branch managed ATMs. In total there are 999 caretakers in relation to the ATMs. Therefore, all other ATMs do not have caretakers. In fact, **the Reserve Bank of India has issued guidelines requiring e-surveillance mechanism and grouting of ATMs to a structure and there is absolutely no directions for security services to be deployed at the ATMs and petitioner bank is duty bound to follow such guidelines. This is a policy decision for security purposes and every bank is bound to follow such policies.**
6. Petitioner bank had entered into a **comprehensive caretaker services agreement with the respondent no. 3 on 7th March, 2016 for up keeping the various ATMs of the bank in the Asansol region.**
7. The aforesaid agreement was initially for a period of one year which was extended from time to time.
8. **The agreement between the petitioner bank and the respondent no. 3 was not renewed after 31st July, 2020.**
9. Shortly after the principal agreement was executed between the petitioner bank and the respondent no. 3, the issue of excess payment of wages paid to the deployed ATM caretakers were detected. **It was detected that the ATM caretakers deployed by the contractor were being paid greater minimum rates of wages**

as security services although the comprehensive caretaker agreement did not conceive of engagement of security contractors at the ATMs.

10. Accordingly, a supplementary agreement was executed on 20th July, 2018 between the bank and the respondent no. 3 to do away with the payment of excess wages under the wrong classification of "watch and ward" since the ATM caretakers were not rendering security services principally.
11. Affidavits were filed by the parties.
12. In the **affidavit-in-opposition** filed by the respondent no.3, it has been stated that the **supplementary agreement** executed on 20th July, 2018 was affected for the purpose of altering the classification of such services pursuant to the change in minimum rate of wages and any liability of wrongful classification or alteration of the classification from the principal agreement was with the intention of securing benefits in favour of the petitioner.
13. It has further submitted that the agreement wherein the respondent no. 3 had given its consent, was solely on the basis of the directions and superintendence of the petitioner and had no role or had any benefits arising therefrom. It is submitted that no amount of penalty would have been imposed on the respondent no. 3 or that there was any delay in the process of payment on behalf of the respondent no. 3. It is submitted that the grounds raised by the petitioner in the instant writ petition does not and cannot imposed any liability on the respondent no. 3.

14. In reply, the petitioner herein has denied the said statement of the respondent no. 3/contractor and has reiterated its case that the petitioner bank had entered into a **comprehensive caretaker services** agreement with the respondent no. 3 **on 7th March, 2016** for upkeeping various ATMs of the petitioner bank in the Asansol region.
15. **In course of hearing the parties have filed their respective written notes along with judgments relied upon.**
16. **Mr. Majumder**, learned senior counsel appearing for the petitioner has argued that the **State Bank of India in Asansol Region had entered** into **Comprehensive Caretaker Services Agreement for ATMs on 7th March, 2016 providing for the scope of work having various characters of services to be rendered. The said agreement provided for scope of addition or amendment.**
17. It is argued that the terms of the agreement vis-à-vis the manner of raising bills would encompass that **keeping the ATMs clean** was the primary scope of the contract vis-à-vis the duties dischargeable by the caretakers employed by the contractor.
18. **The extension orders issued by the State Bank of India would reveal that the agreement extension was done primarily for housekeeping services.**
19. By a **supplementary agreement** dated **20th July, 2018**, the specification of services was mentioned. The same would clearly indicate that the predominant scope of activities rendered by the service provider was housekeeping.

- 20.** On the basis of a claim application lodged by the Labour Enforcement Officer (Central) being an Inspector under the Minimum Wages Act, 1948, the Authority under the Minimum Wages Act, 1948 started proceeding under section 20 of the Act for alleged short payment of minimum rates of wages to the caretakers of the Service Provider for the **period from 10/2018 to 12/2019 in respect of 69 employees.**
- 21.** The opposite parties herein being the State Bank of India and the Service Provider were ad idem through their written objection as regards the scope of work being **predominantly housekeeping work.** Thus the parties to the contract had categorically taken the same stand before the Authority under the M.W. Act that the nature of services rendered were housekeeping services.
- 22. The Authority passed an order dated 6th September, 2024** interpreting certain clauses of the Comprehensive Agreement and the subsequent Supplementary Agreement holding the difference of minimum rates of wages (Watch & Ward rate-housekeeping rate with that of cleaning and sweeping) payable along with 100% amount as compensation.
- 23.** The first writ petition being WPA 25880 of 2024 was filed by the State Bank of India challenging such order dated 6th September, 2024. The writ petition was allowed by judgment and order dated 6th November, 2024 by inter alia directing, the procedure to be followed at the hearing before the authority. It was further observed

that the liability had been fixed upon State Bank of India at the first round, without an opportunity to defend.

- 24.** In the second phase of proceeding, State Bank of India had filed (a) Affidavit-in-Chief and (b) Application to produce documents as foundation of claim and to cross-examine necessary parties.
- 25.** By an order dated 9th April, 2025, the same order was passed but reducing the compensation amount to 50% of the difference of wages.
- 26. Mr. Majumder** submits that the State Bank of India challenges the said order dated 9th April, 2025 on the following ground:-

“

 (f) *The application filed by State Bank of India to produce documents as foundation of claim and to cross-examine necessary parties was not disposed of or dealt with before concluding the adjudication.*”

- 27.** Mr. Majumder, has relied upon the provisions of the Minimum Wages Act and submits that **Section 20(3) of the Minimum Wages Act, 1948 confers power of a Civil Court under the Code of Civil Procedure** for taking evidence and enforcing attendance of witnesses and compelling production of documents, which in the present case **the authority concerned has refused to exercise such powers.**
- 28.** The judgment of the Supreme Court in ***Radha Sundar Dutta vs. Mohd. Jahadur Rahim & Ors.*** reported in **1958 SCC OnLine SC 38** is relied upon by the petitioner.

- 29. The respondent no. 3 contractor** has supported the case of the petitioner and has produced the Comprehensive Caretaker Services Agreement between the petitioner and him to hire contract labour to maintain and operate ATMs sites of the petitioner.
- 30.** It is further argued by the learned counsel for the respondent no. 3 that in the absence of any adverse finding against the respondent no. 3, there could not have been imposition of any penalty, merely for non-appearance before the learned Authority on a scheduled date. But to direct payment of compensation amount is subject to proof of loss suffered and mitigation of such losses while imposition of same against a party. No finding of such issue is mentioned in the impugned order.
- 31. The Union of India has not filed any written notes, but have supported the impugned order.**
- 32. On hearing the learned counsels for the parties** and on perusal of the materials on record, it appears that the agreement between the petitioner and the respondent no. 3 is termed as **‘Comprehensive Staff Maintenance Services’.**
- 33.** It also appears from the said terms and conditions of the agreement therein, that initially it was for a **period of one year, from 7th March, 2016** and the person employed was categorically designated as **‘Caretaker personnel’** and was also provided with cleansing materials.
- 34. Clause 4.20** being relevant is reproduced herein:-

4.20. Bank shall make only the statutory/mandatory payments of the following heads. Payment on any other head will NOT be made by the Bank. However Service Tax and Education Cess etc, as applicable, will be paid by the Bank:

I. Minimum Wages as notified by the Ministry of Labour, Government of India from time to time.

II. DA as notified by the Ministry of Labour, Government of India from time to time.

III. Minimum statutory EPF contribution.

IV. Minimum Statutory ESIC contribution.

V. Minimum Statutory Bonus once a year.

VI. Minimum Statutory contribution towards Labour Welfare Fund.

VII. Double Pay for the personnel actually performs duty for three National Holidays in a year.

The Payment to the personnel deployed at SBI ATM sites will be made as below (to be rounded off in whole rupee as per calculation in Total amount):

PAID BY BANK (per day Rs.)	AREA A	AREA B	AREA C
Central Govt. Min. Wage Rate from 01/10/2015 (Basic + DA)	390.00	333.00	276.00
EPF 13.36%	52.10	44.49	36.87
ESI 4.75%	18.53	15.82	13.11
Service Charge on 'Basic+DA' (A: 2.01%. B:2.40%, C:2.40%)	9.26	9.44	7.82
Bank's expenses per caretaker service personnel per DAY	469.89	402.75	333.80

- 35. Clause 2.2** of the Charter of Duties and Responsibilities annexed to the said agreement provides **the duties of the Caretaker.**
- 36.** From the said terms and conditions as noted, it appears that prima facie **“Caretaker”** were being appointed for overall maintenance of the ATMs, which included surveillance and also being diligent enough to inform the authorities about any breach in security.
- 37.** Admittedly, **the said “Caretakers” were unarmed.** It appears to be the finding of the authority concerned that as initially the said Caretakers were paid at the rate applicable to a “Watch and ward without arms”, they were also performing a duty of a security and ward. As such, were entitled to the said minimum wages which were paid as per Central rules, for the said category, though the personnel were mentioned and category as ‘caretaker personnel’.
- 38. In the present case** the person employed at the ATM is **admittedly without arms** and has the duty of maintaining the cleanliness of the ATMs and keep an overall watch of the ATMs. **The said job description does not include any of the ingredients required for a person who act’s as a security.**
- 39.** The first requirement of a “security guard” is being armed. A person without arms cannot, do anything other than informing the authorities at the appropriate time, in course of his supervision at the said ATMs, and as such the employees here were named as ‘caretaker personnel’.

40. It further appears from the impugned order that admittedly no witnesses were examined in spite of specific direction being given by the Coordinate Bench in an earlier writ application.

41. The inspection report on the basis of which the case has been registered, **notes at clause 18**, that the employees submitted that without prior notice, **designation was changed from security guard to housekeeping**. To substantiate such statement as noted by the inspector on the basis of which the case was initiated, **no such employees were examined nor any evidence adduced**.

Without verification of such statement of the enforcement officer and without the same being proved by way of evidence, the authority concerned proceeded to pass the impugned order, on presumption.

42. From the documents filed in the affidavit in reply, it appears that in **similar circumstances** the officer posted at Kolkata, in the same rank as the authority herein, who has passed the impugned order, and also in case of the State Bank of India **(same petitioner)** on such complaints has categorically held by an order dated 20.02.2020, in claim application no.47/04/L-Union/2019.E.I., as follows:-

“Heard the contentions and arguments of the parties involved in the Instant claim application. The written submissions and documentary evidences submitted by the parties were also examined carefully at the Interest of the justice. It is observed that the veracity of the claim is not corroborated by material evidence other than merely a change in the wage structure. It is also established that the workmen appeared in the claim have been paid the central wage by the OP-

*1/contractor as per cleaning and sweeping category under the MW Act, 1948 during the aforesaid claim period keeping **in View the nature of work**. During the hearing process, **the applicant and his representatives have failed to prove their allegations with regard to the scope of work, covered under Watch & Ward category in respect of workmen, whose name appeared In the present claim application. There exists no short payment in wage paid to these workmen.***

Therefore, I find neither any scope nor any reason to proceed with the claim application further. Accordingly, the present claim application is disposed of at this stage without any relief to the workmen.

Given this order under my seal and signature on the 20th day of February, 2020.

**Sd/-
Authority under the Minimum Wages Act, 1948
& the Regional Labour Commissioner (Central)
Kolkata”**

43. In another proceedings being claim application no. 47/03/L-Union/2019.E.I. also similar order has been passed also on 20.02.2020. In the said proceedings, parties were:-

*“The General Secretary,
Security & Allied Workers' Union, WB,
50/ 1, Nirmal Chandra Street,
Kolkata - 700 012.*

.....Applicant

*Vrs.
Sh. N.K. Singh, Chairman,
M/s. Singh Intelligent Security Pvt. Ltd.
36, RNRC Ghatt Road, Shibpur, Howrah-711102.*

.....Opposite party/ OP-1”

44. Thus from the materials on record and on hearing the arguments of the parties herein it appears that:-

- i. The agreement dated 7th March, 2016 was admittedly a **“comprehensive caretaker services”** for the Bank (1st agreement for one year).
 - ii. It has been categorically stated in the agreement dated 7.3.2016 for **“caretaker services”** at its various ATM sites.
 - iii. Clause 1.1 of the said agreement notes:-

“The Bank may elect to add or amend the agreement of Schedule thereof, which addition or amendment shall be in writing/e-mail from authorized person of Bank. Schedules which have been superseded or amended shall remain attached to this for reference purposes only.”
 - iv. Clause 4.3 lays down:-

“The rates stated in the schedule are subject to change during the term of this agreement, as per Minimum wages notified by the Govt. of India, Ministry of Labour from time to time.”
 - v. **The employee in the agreement has been designated as “caretaker personnel”.**
 - vi. Clause 4.16 and 4.17 provides for their duties at the ATM sites and the materials required for such cleaning.
- 45.** It appears that though the employees were admittedly employed as “caretaker personnel” they were being paid the minimum wage in respect of the category ‘watch and ward (unarmed) personnel’, which was higher than for ‘caretaker personnel’.
- 46. The supplementary agreement dated 20th July, 2018 did not make any correction of the designation of the employees, as claimed.**

47. It only **sought to correct the wage structure** which was the correct minimum wage for “caretaker personnels”, as by the principal agreement dated 07.03.2016, the petitioner was making payment as per clause 4.3 and the schedule at clause 4.20, which was in respect of the employees under the category “watch and ward (unarmed)” (not noted in the agreements) in the minimum wages notification by the Ministry of Labour, Govt. of India and not as fixed in the notification for the ‘caretaker personnels’, (as noted in the agreements) which was lessor than that of the ‘watch and ward unarmed’.

48. By the supplementary agreement, the petitioner rectified the said error by the incorporating the following clauses:-

***“D.** During the pendency of the said Principal Agreement, it was discovered that the wages payable under the Agreement was recorded as per the Classification of Watch and Ward resulting in payment of excess wages which was not the intention of the Bank. Such payments were subject to severe audit objection, leakage of income of the Bank and drain of public money as well as unjust enrichment for the Contractor. The wrong fixation of consideration was regarded as misrepresentation on the part of the Contractor by the Bank whereas it was termed as mutual mistake by the Contractor which in any case rendered the agreement void and non est.*

***E.** Such fundamental error in fixation of consideration leading to the contract becoming void has affected the immediate livelihoods of the employees of the Contractor deployed at the Bank premises in terms of the impugned agreement and therefore, to grant succour to such workforce of the Contractor, the Bank offered to continue with the arrangement till the remaining period of the impugned Principal Agreement by execution of the instant agreement removing and correcting the anomaly*

in the fixation of the consideration and / or the wages as per the Classification of Service in terms of the Minimum Wages Act pertaining to sweeping and cleaning.”

And thereby clause 4.20 of the principal agreement was replaced under the head **‘B’** in the part noted under ‘variation/modification’ to the principal agreement and the minimum wages in respect of ‘caretaker personnel’ who were in ‘employment of sweeping and cleaning’ was implemented on correction of the excess amount being paid, as per the category ‘watch and ward (unarmed)’. The minimum wage was then paid on rectification, on and from **20th July, 2018**. Hence the case.

49. The Labour Enforcement Officer (Central) Asansol-I, the complainant herein, in his report stated that the minimum wages notified for ‘security services’ was not being paid by the petitioner and thus the respondent no. 3 herein.

50. Hence the impugned proceedings.

51. The said officer has noted the irregularities observed as:-

“18. Irregularities observed.

Employees submitted that without any prior notice, designation was changed from security guard to housekeeping.”

52. It is on this statement, the officer proceeded to conclude his inspection and submit a report. It appears without perusing and or considering the existing agreement and the supplementary agreement between the parties, wherein, **no where has it been mentioned** that the employees were engaged as “security

personnel” and or “watch and ward (unarmed)” but erroneously, and not as per the agreement dated 7th March, 2016, were being paid higher minimum wage fixed for “watch and ward (unarmed)” and not the wage fixed for “caretaker personnel” principally engaged for “sweeping and cleaning”.

- 53.** In the principal agreement dated 7th March, 2016, the employees were **all along designated as “caretaker personnel”**. The nature of job entrusted also relates to the work of cleaning staff which includes in addition being alert and supervision of the ATM’s, by taking care of it and any disturbance and/or un toward incident to be informed to the Bank officials and or other authorities/superiors.
- 54.** As to what documents were inspected by the labour inspector is not clear. The inspector then prayed for necessary directions, to be issued under Section 20(2) of the Minimum Wages Act, 1948 for the refund of due wages along with compensation.
- 55.** In a similar case the Division Bench of the High Court of Madhya Pradesh in ***Virendar Kabra vs State Bank of India, in W.P. NO. 1761/2017, decided on 26.07.2017***, held:-

“..... According to the learned counsel for the petitioners, the caretaker services are, in fact, assignment of job of security guards whereas as per the tender conditions, the charges for engaging the services of security guards are being paid as meant for personnel for sweeping and cleaning. It is argued that under the guise of sweeping and cleaning charges, the security guards are being engaged at lesser charges so as to deprive the petitioners, who were engaged as security guard earlier, of their due.....”

It is argued on behalf of the writ petitioners that as per the tenders earlier floated by the same Bank and now by the other Banks as well, it is the security guards, who are engaged whereas now the staff is being engaged by the respondent-Bank for sweeping and cleaning, which is downgrading of the staff required to be engaged.

We do not find any merit in the arguments advanced by the learned counsel for the petitioners. The other tenders referred to by the learned counsel for the petitioners pertain to the year 2012 or 2014. The tender floated by the erstwhile State Bank of Mysore pertains to the year 2016. It is inconsequential as to what was the conditions prevailing in the earlier tenders. The fact is that the job profile as per the tender now submitted is to maintain cleanliness of the ATM sites, to keep them neat, tidy and spotlessly clean including all items in the room like wall, ceiling, floor, gates, stairs etc. The duty of the caretaker is to empty the garbage bins and dispose of garbage and waste material at regular interval as frequently as may be. The caretaker is not to be armed and in case of emergency he is required to call the Branch Manager/Channel Manager or authorised representative of the Bank. Since the job profile of the provider of caretaker services is of cleanliness of ATMs, therefore, the condition that they will be paid wages as meant for sweeping and cleaning job cannot be said to be illegal or arbitrary.”

56. The employees in ***Virendar Kabra (Supra)*** were also designated as “caretakers”.
57. Thus the findings in order dated 9th April, 2025, in claim application being MW-01 of 2025, passed by the respondent no. 2 being the authority under the Minimum Wages Act, 1948 and the Regional Labour Commissioner (Central), Asansol, being not based on proper evidence and also not on proper appreciation of the documents/ and materials on record, suffers from inherent illegality

and is thus **quashed and set aside**, being not in accordance with law.

58. WPA 13625 of 2025 is thus allowed.

59. Applications, if any, connected thereto stand disposed of consequently.

60. Interim order, if any, stands vacated.

61. Photostat certified copy of this Judgment, if applied for, be given to the parties on priority basis upon compliance of all formalities.

(Shampa Dutt (Paul), J.)