HON'BLE SRI JUSTICE U.DURGA PRASAD RAO

Writ Petition No.24835 of 2004

ORDER:

The challenge in this writ petition is to the following reference made by the Government of India, Rep. by its Secretary, Ministry of Labour / 1st respondent to the Industrial Tribunal-cum-Labour Court, Hyderabad / 2nd respondent

1) Whether the demand of the K.G. Project, O.N.G.C. Ltd. Security Guards Workers Union, Narsapur for regularization of services of their 188 member workmen (as per list) and also for reinstatement and regularization of their 163 workmen (as per list) who were terminated arbitrarily by the management of ONGC K.G. Basin, Rajahmundry is legal and / or justified? If so to what relief the concerned Union is entitled?

2) Whether the demand of the K.G. Project, O.N.G.C. Ltd. Security Guards Workers Union, Narsapur for introducing 'Direct Payment System' by the management of O.N.G.C. Ltd. K.G.Basin, Rajahmundry to their member workmen who are deployed through various contractors is legal and / or justified? IF not, to what relief the concenred Union is entitled?

2. PETIIONER'S CASE

(a) The petitioner is the Oil & Natural Gas Corporation Limited (ONGC), Rajahmundry. It is one of the 32 establishments of ONGC engaged in the activity of exploration and exploitation of oil and natural gas. Having regard to nature of its activity, the work centres of the petitioner will not be confined or located permanently at any one particular place but keep on moving from place to place.

(b) The petitioner is having on its rolls sufficient number of regular employees to cater to its core activities. In order to perform certain incidental jobs to be handled on temporary basis, the petitioner entrusted to the contractors to get the temporary incidental jobs performed through the contract labourers. One of such job is security work and the contractors have been engaging their own guards mostly Ex-servicemen and some civilians and providing security to various work centres of the petitioner. Initially the said contract work was entrusted to the private contractors like Globe Detective Agency. However, in view of requests made by contract labour who formed the Co-operative

Society, the petitioner awarded contracts to Labour Co-operative Societies like Godawari Industrial Workers Maintenance & Service Co-operative Society etc., instead of private contractors. Subsequently the Government of India, Ministry of Defense made a proposal to encourage the Societies formed by Ex-servicemen by awarding security jobs to such Societies which were sponsored by the Director General of Rehabilitation. Thus, since 1997 entire security work has been handled by the contractor i.e., M/s. Ex-servicemen Resettlement Coordinate Cooperative Society Limited, Rajahmundry which was sponsored by the Director General of Rehabilitation, Ministry of Defense, Government of India.

(c) After the expiry of the aforesaid contract work in August 2003, the petitioner called for tenders and finally awarded the security guard contract work to two contractors viz., (1) the Ex-servicemen Resettlement Coordinate Co-operative Society Limited, Rajahmundry and (2) M/s. Bombay Intelligence Security India Limited, Hyderabad w.e.f. 01.09.2003. On a humanitarian consideration, a clause was incorporated in the tender notice that as far as possible the incumbent contractors shall endeavour to

employ the guards who were employed by the earlier contractors provided they were willing to join the service of the said contractors. Most of the workers of the ex-contractors joined the service of new contractors. However, some workers who were in the employment of earlier contractor and who did not join the service of new contractors formed themselves into a union as 3rd respondent. It is understood that some of the guards who joined the employment of two new contractors also became members of the 3rd respondent union.

(d) While so, the 3rd respondent issued an illegal notice dated 09.01.2004 to the petitioner and Asst. Labour Commissioner (Central, Visakhapatnam and others) purporting to be a strike notice under the Industrial Dispute Act (for short "ID Act") with a charter of demands. One of such demands is to cancel the tenders relating to security guards. The so called 3rd respondent union has no relationship whatsoever with the petitioner. Its members are not the employees of the petitioner and as such, it has no right to raise any industrial dispute against the petitioner. Further, none of the charter of demands partake the character of an industrial dispute.

However, the conciliation officer i.e., ALC (C), Visakhapatnam has illegally admitted the same for conciliation and called for the comments of the petitioner. The petitioner submitted its reply dt: 22.01.2004 making it clear that the 3rd respondent union has no *locus standi* to raise industrial dispute and the strike notice is invalid and that the contract relating to the security work was finalized after following due procedure and that the 3rd respondent union and its members have to work out their rights and remedies, if any, against their employer i.e., the Ex-servicemen Resettlement Coordinate Cooperative Society but not before the petitioner. The petitioner thus requested the conciliation officer to drop all the proceedings. However, the conciliation officer has illegally held a meeting on 09.03.2004. In the said meeting also the petitioner reiterated its stand. The conciliation officer has also come to a conclusion that many of the demands of the union do not strictly constitute an industrial dispute. As such, he ought to have closed the proceedings. However, the conciliation officer sent a failure of conciliation report (FOC) No.8(02)/2004-ALC, dated 31.03.2004 to the Central Government even though there was no industrial

dispute within the meaning of Section 2K of ID Act. Therefore, the very report itself is illegal and without jurisdiction.

(e) While so, basing on the said illegal report, the 1st respondent passed the order dated 28.07.2004 opining that an industrial dispute exists between the petitioner and the 3rd respondent and their workmen in respect of the matters specified in the schedule and referred the dispute to the 2nd respondent U/s 10(1)(d) r/w Section 2A of the ID Act for adjudication. The said reference was registered by the 2nd respondent as ID No.99/2004 and 3rd respondent filed the claim petition. The matter was posted for counter of the petitioner. Hence the writ petition.

3. <u>COUNTER OF RESPONDENT No.3:</u>

(a) The writ petition is a premature one since the dispute regarding subject matter is pending adjudication before the Industrial Tribunal. Hence the writ petition is liable to be dismissed in *limini*.

(b) It is submitted that though the work centres of the petitioner keep on moving from one place to another place, the

services of the contract labour are perennial in nature and these contract labourers are being utilized as that of regular employees. As such the petitioner company has been engaging the contract labour for a job of security work which is not an occasional or temporary job. The petitioner company, on proposal of the Government encouraging the contract labour societies instead of private contractors and in the process awarding contracts to the society through whom the members of the 3rd respondent union are being employed by the petitioner company in the job of security work. The contention of the petitioner to the contra is false and incorrect.

(c) With regard to the contention of the petitioner that there is no employer and employee relationship between the petitioner and the members of the 3rd respondent union, it is submitted that admittedly the petitioner company has been engaging the members of 3rd respondent union continuously despite the change in the contractors and to that extent a clause was also incorporated in the contract stating that the incumbent contractors should employ the guards who were employed by the earlier contractors and in view

of the same, the members of the 3rd respondent have been continuing for the last several years without any break. All the contract labourers are formed into the 3rd respondent union. In that view, there is direct access to the members of the 3rd respondent union who are the security guards of the petitioner company and therefore the contention of the petitioner that there is no relationship of employer-employee between it and the 3rd respondent is not correct. The dispute regarding the relationship has to be gone into and adjudicated after adducing oral and documentary evidence before the Industrial Tribunal which alone will have jurisdiction to decide the same. Under law the petitioner is a principal employer though employed by the contractor and there is relationship of employer and employee between them. All these aspects including the relationship as well as the validity of reference can be decided by the Tribunal.

(d) The members of 3rd respondent union are under the direct administrative control of the petitioner and the petitioner is making regulations governing the term of the employment and 3rd respondent has been functioning strictly in accordance with the

terms and conditions of the petitioner and therefore, the petitioner cannot agitate that the reference cannot be made. It is submitted that the contractor has been introduced only to pay the wages to the workmen in order to deny the benefit of regular employment under petitioner's management and therefore the petitioner's contention cannot be accepted.

(e) Irrespective of change of contractors the members of 3rd respondent union are being employed continuously and therefore the 3rd respondent can raise the industrial dispute on their behalf. Hence the writ petition is liable to be dismissed.

4. <u>REPLY OF THE PETITIONER</u>:

(a) Petitioner filed reply and refuted the contentions in the counter. It is contended the petitioner did not employ any of the members of the 3rd respondent union either through contractor or in any other manner. On the other hand, the main contention of the 3rd respondent throughout is that its members are contractor labourers and they should be continued to be engaged without calling for tenders.

(b) The contention of the respondents that the petitioner company has been engaging the members of the 3rd respondent union continuously despite the change of contractor is not correct. Even according to the 3rd respondent, as per the terms of the contract the incumbent contractor should employ the guards who were employed by the earlier contractor which clearly shows that the members of the 3rd respondent are being employed by the contractor but not by the petitioner.

(c) The further contention of the respondents that the dispute regarding the employer and employee relationship between the petitioner and 3rd respondent has to be decided by the Industrial Tribunal is incorrect. The terms of reference made by the 1st respondent does not contain any such term requiring the tribunal to adjudicate as to the relationship between the petitioner and members of the 3rd respondent union and as such, the tribunal cannot go into that aspect. The allegation that the petitioner is having direct administrative control over the members of the 3rd respondent union is not correct. The further allegation that contractor has been introduced only to pay the wages to the

workmen and to deny their benefits of regular employment is also not correct. Hence the writ petition may be allowed.

5. Heard arguments of learned counsel for the petitioner D.S. Sivadarshan and Sri Sridhar Tummalapudi, learned counsel for 1st respondent and Sri K. Chidambaram, learned counsel for 3rd respondent.

6. Both the learned counsel reiterated their pleadings in their respective arguments.

7. THE ARGUMENT OF THE PETITIONER

Sri D.S. Sivadarshan, learned counsel for the petitioner would argue that the petitioner corporation ONGC mainly engages in exploration and exploitation of oil and natural gas wherever it is available and hence it has no particular location but changes from place to place and as such, in certain departments it does not require permanent employees, one of which is security guards. Ergo, the procurement of security guards has been done through the contractors. He would strenuously argue that on tender basis the contractors would be invited to supply required security guards

for the stipulated contract period and during relevant period the contract was awarded in favour of two contractors (1) the Ex-Servicemen Resettlement Coordinate Cooperative Ltd., Rajahmundry and (2) M/s Bombay Intelligence Security India Ltd w.e.f 01.09.2003. Learned counsel would further submit that on humanitarian consideration, a clause was incorporated in the tender notification as well as in contracts stating that as far as possible the incumbent contractors shall endeavour to employ the security guards who were employed by the earlier contractors provided they were willing to join the service of the said contractors. Accordingly, most of the workers under ex-contractors have joined the service of new contractors. Learned counsel would emphasize that it was purely an act of good gesture on the part of the petitioner to insist the new incumbent contractors to take the workers of the ex-contractors, however, such clause will not give any right to those workers who obtained continuity of service to claim regularization of service in the petitioner's corporation, for, there exists no direct employer and employee relationship between the petitioner and those workers. On the other hand, those workers

have always been under control and management of different contractors and never the petitioner exercised any physical or virtual administrative control over them except engaging them in work when the respective contractors produced them at the portals of petitioner. He would submit, since there is no jural relationship of employer and employee or master and servant between them, they cannot claim any charter of rights including regularization against the petitioner. They have to work out their remedies against their employer and pay master i.e., the contractor who engaged them. However, the workers who have joined in the union of 3rd respondent waged a war against the petitioner through the 3rd respondent union which has absolutely no *locus standi* against the petitioner to make any claim. He would contend that the ALC (C), Visakhapatnam and the 1st respondent without considering these crucial facts have unjustly referred the matter to the Industrial Tribunal. Hence the reference *per se* is illegal and untenable. He placed reliance on judgment of learned single judge of Common High Court of Andhra Pradesh in **W.P.No.33728 of 2011, dated 09.02.2012** to contend that in similar circumstances the claim of

some of the security guards for regularization of their service against the present petitioner was dismissed holding that they were the employees of the contractor but not the petitioner.

8. ARGUMENTS OF THE RESPONDENT No.3:

In oppugnation, Sri K. Chidambaram, learned counsel for 3rd respondent would argue that the workers have been under the direct employment of the petitioner since years together and only to deprive them of their legitimate right of regularization and conferment of service benefits on par with the regular employees, the petitioner invented a subterfuge and created an artificial veil of contractor between it and the workers to project as if the workers are the contract labourers under the contractor but they are not the employees of the petitioner. However, the facts would reveal that the workers have been continuously engaged by the petitioner since long and it has exploited their experience for the organization and that is why it cleverly employed a clause in the successive tender notifications and contracts that the workers of the ex-contractors shall be engaged by the new incumbent contractors. He would submit that it is not an act of gratis but a self serving one. By such

act the petitioner could avoid engaging the workers as its regular employees and at the same time benefitted by their experienced-work. Therefore, the 3rd respondent union voiced the cause of some of the terminated workers and made a lawful demand of cancellation of tenders and to regularize the services of the workers. He would strenuously argue that having recognized that there existed an industrial dispute, the ALC(C) Visakhapatnam and the 1st respondent have rightly referred the matter to the Industrial Tribunal which is pending before the tribunal. Instead of submitting its case before the tribunal, the petitioner filed the present writ petition without any justiciable cause. The writ petition is liable to be dismissed in *limini,* he concluded.

9. The points for consideration are:

(1) Whether the reference made by the 1st respondent to the 2nd respondent tribunal is legally unsustainable and hence liable to be set aside ?

(2) To what relief ?

10. **Point No.1**:- It should be noted that it is nobody's case that the service of security guards is abolished in terms of Section 10 of

Contract Labour (Regularization and Abolition) Act, 1970 [for short "The CLRA Act"] by the Government and therefore the workers are to be treated as employees of the petitioner. On the other hand, they claim regularization on different grounds which is evident from the conciliation proceedings dated 09.03.2004 and from the respective pleadings of the parties. Therefore, to answer this point, it is germane to refer the case of workers and their union i.e., the 3rd respondent and also the stand of the petitioner in the conciliation proceedings held on 09.03.2004 before ALC (C), Visakhapatnam. The copy of conciliation proceedings dt: 09.03.2004 is filed along with material papers in the writ petition and hence perused. The demands of the union are as follows:

(1)All either member workmen who have been working for so many years's are to be regularized from their date of joining with the contractor or the Management of M/s ONGC Ltd., bring them under Direct Payment System without intermediary contractors and disburse the benefits as admissible to them (workmen) at present from time to time.

(2) To re instate their member workmen who have been terminated by the contract who is still executing the work and bring them within the purview as per their above demand.

11. To espouse the above demands, the 3rd respondent projected the following grounds of justification:

1) All their member workmen have been working on an average period of 10(ten) years with the junior most working for 6(six) years and senior most 18(eighteen) years under various contractors in the work of Watch & ward for and on behalf of M/s ONGC Ltd., in their various occupations like Rigs, Installations, Refinery, Drilling Stations, Testing Labs etc., in K.G. Basin.
2) Though the contractors over the years have changed starting from 1984 to till date they have been continuing to work uninterruptedly with meager service benefits. Though the Management has got sufficient opportunity to deploy full time personnel they have been neglecting the lawful right of the workmen in regularizing their services.
3) The contract is not genuine and intentional artificial arrangement to deprive of their legal rights and service benefits.
4) In the past when they had agitated for regularizing their services the Management had drawn a minute dated 27.05.2003 in presence of senior Officials of the Management of M/s ONGC Ltd., like Director (Onshore), E.D (Security), AEO, Rajahmundry in presence of senior people's representative like Hon'ble Minister for State for Energy in Government of Andhra Pradesh and Bureaucrats from the A.P. State.
5) As per that above minute the Management had agreed to withhold the present tender and submit proposal to extend

service benefits to the Security Guards in the line of agreement the Management had with technical societies having contract workers in March 2003 wherein it had been decided to regularize the services of the workmen at a strength of 60 for every completed year for 5 years.

6) The Management did not honour that minute and did not come forward to settle their long pending grievances.

12. While so, the stand of the petitioner / management before the conciliation officer is thus:

1) The Union has no locus standing to raise any dispute against them as the workmen belong to contractor and the contractor being the employer, they are not liable to be made a party to the litigation like issuance of strike notice, raising an industrial dispute etc.,
2) Two Contractors namely M/s Ex-Servicemen Re-settlement Coordinate Cooperative Society Limited, Rajahmundry and M/s Bombay Intelligence Security India Limited, Hyderabad are deploying contract labour in the field of Security Services after following the prescribed bed tender procedure with effect from 001.09.2003. As per the norms and tender procedure the contractor is required to provide specific number of Security Guards as per their requirement.
3) It is the duty of the contractor to provide them employment or take an action against their own workmen if required.
4) The security Guards created problems previously, re-fused to join the contractor, refusal to take salary for the previous period. One contractor – M/s Bombay Intelligence Security India Ltd., wanted to deploy new Security Guards at

Nargapur but the workmen / Union created Law and Order problem and did not allow the contractor to do so.

5) The Contract workmen are continuing to do un-lawful against which their management went to Civil Judge as well as Hon'ble High Court of A.P. and obtained orders to vacate their premises and refrain from indulging in un-lawful activities.

6) The Management is neither responsible nor aware of their illegal termination of the Guards. The Management has cleared the Bills of the Contractor and not responsible for further disbursement if the contract labour refuses to accept the same.

7) The management of M/s ONGC Ltd is no way concerned with these demands and they should take up with their employer.

13. The above would show, before the conciliation officer, while the union claimed that the workmen have been continuously working under the petitioner's organization over a period of 18 years and an artificial contract system has been introduced only to obviate the petitioner to get the regular employment and even though the contractors have been changed, the workmen continued under the management of the petitioner and thus they deserve regularization, in contrast, the contention of the petitioner is that the workers are the contract labourers under the successive

contractors and only as a measure of good gesture the workers under Ex-Servicemen have been taken by the subsequent contractors at the instance of the petitioner but they are not the employees of the petitioner. The demands if any have to be raised against the contractors but not the petitioner.

The above are the respective contentions before the conciliation officers. It should be noted that in the present writ petition also the contentions of either party are identical. In that view, the crucial issue is whether the ALC (C), Visakhapatnam and 1st respondent are legally justified in referring their issue to the 2nd respondent observing that the issue involves an industrial dispute.

14. In this context, Hon'ble Apex Court in **RK Panda and other v. Steel Authority of India and others**[1] came across similar issue. A writ petition was filed by the petitioners alleging that they had been employed by the respondent/Steel Authority of India through various contractors at its Rourkela Plant, but they were doing jobs which are perennial in nature and identical to the jobs being done by the regular employees and therefore they were

[1] 1994(2)LLN378(SC) = MANU/SC/0793/1994

entitled to pay equivalent to the regular employees and they were to be treated as regular employees of the respondent. It was also contended that the respondent in order to frustrate the claims of the petitioners and other labourers similarly situated, designated them as contract labourers. They have been working under the respondent for the last 10 to 20 years under different contractors. The contractors used to be changed but while awarding the contract, the respondent incorporated a term in the agreement that "the incoming contractors shall employ the workers of the respective outgoing contractors subject to the requirement of the job". The petitioners were employed through contractors for different purposes like construction, maintenance of roads and buildings within the plant premises, public health, horticulture, water supply etc. In the above backdrop Hon'le Apex Court has considered the objectives behind the enactment of the CLRA Act as follows:

> "2. With the industrial growth, the relation between the employer and the employees also has taken a new turn. At one time the establishment being the employer all persons working therein were the employees of such employer. But slowly the employers including Central and State Governments started entrusting many of the jobs to contractors. Contractors in their turn employed workers,

> who had no direct relationship with the establishment in which they were employed. Many contractors exploited the labourers engaged by them in various manners including the payment of low wages. Hence, the Contract Labour (Regulation and Abolition) Act 1970 was enacted to regulate the employment of contract labour in certain establishments and to provide for its abolition in certain circumstances and for matters connected therewith.

15. The apex Court referred the relevant provisions of the CLRA Act and observed thus:

> **"4.** From the provisions referred to above, it is apparent that the framers of the Act have allowed and recognised contract labour and they have never purported to abolish it in its entirety. The primary object appears to be that there should not be any exploitation of the contract labourers by the contractor or the establishment. For achieving that object, statutory restrictions and responsibilities have been imposed on the contractor as well as on the principal employer. Of course if any expenses are incurred for providing any amenity to the contract labourers or towards the payment of wages by the principal employer he is entitled to deduct the same from the bill of the contractor. The Act also conceives that appropriate Government may after consultation with the Central Board or the State Board, as the case may be, prohibit it by notification in official Gazette, employment of contract Labour in any process, operation or other work in any establishment, taking all facts and circumstances of employment of contract labour in such process, operation or the work into consideration.
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> **5**. Of late a trend amongst the contract labourers is discernible that after having worked for some years, they make a claim that they should be absorbed by the principal employer and be treated as the employees of the principal employer especially when the principal employer is the Central Government or the State Government or an authority which can be held to be State within the meaning of Article 12 of the Constitution,

> although no right flows from the provisions of the Act or the contract labourers to be absorbed or to become the employees of the principal employer."

16. After making the above observations, with reference to the contentions of the petitioners therein, the Apex Court made the following important observation as to which authority has to resolve the issue:

> "6. It is true that with the passage of time and purely with a view to safeguard the interests of workers, many principal employers while renewing the contracts have been insisting that the contractor or the new contractor retains the old employees. In fact such a condition is incorporated in the contract itself. However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour cannot by itself give rise to a right to regularisation in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage and smoke screen, as has been urged in this case, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. It is not possible for High Court or this Court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions, only on the basis of the affidavits. It need not to be pointed out that in all such cases, the labourers are initially employed and engaged by the contractors. As such at what point of time a direct link is established between the contract labourers and the principal employer, eliminating the contractor from the scene, is a matter which has to be established on material produced before the Court. Normally, the Labour Court and the Industrial Tribunal, under the Industrial Disputes Act are

> the competent fora to adjudicate such disputes on the basis of the oral and documentary evidence produced before them. (Emphasis Supplied)

17. Therefore, in a matter of this nature, the law is pellucidly clear that it is the concerned Industrial Tribunal that has to consider the oral and documentary evidence placed before it and decide the nature of employment of the workers i.e., whether they are contractual labourers under the concerned contractors or an artificial veil has been created by the petitioner between it and the workers in the form of a contractor so as to deprive them of all the benefits that are being extended to regular employees. In that view, the reference made by the 1st respondent cannot be said to be illegal or unjust.

18. In this regard, the order dated 09.02.2012 in W.P No.33728/2011 passed by learned single Judge of common High Court of Andhra Pradesh which is relied upon by the petitioner can be distinguishable on facts. Around 74 petitioners filed the aforesaid writ petition against the ONGC (present writ petitioner). In the said writ petition the case of the petitioners was that they were qualified security guards and working in ONGC since last 15 years except for two years in the interregnum period i.e., 2008 and

2010. Presently they are working in ONGC through the contract awarded to the 7th respondent vide proceedings dt: 31.10.2011 whereunder 128 members of contract security personnel were taken up through the 7th respondent. Subsequently, they made representations for their regularization in ONGC but the same was not considered and on the other hand, ONGC is taking steps to replace them with homeguards/SPF personnel without notice to the petitioners therein.

(a) Per contra, the contention of the ONGC was that in the proceedings of ONGC dt: 31.10.2011 itself, which was addressed to the 7th respondent, it was clearly stated that ONGC was hiring of services of 128 members of contract security personnel for security management for a period of four months from 01.11.2011 to 29.02.2012 or till the deployment of homeguards/ police personnel or till regular long term contract is finalized whichever is earlier. The ONGC thus contended that the contract to deploy 128 members of contract security personnel which includes the petitioners was only limited to the periods stipulated till the

contingency of deployment of homeguards/police personnel and hence they cannot now seek for regularization.

(b) Considering the above respective pleas, learned single Judge held that neither the petitioners nor the 7th respondent has ever questioned the proceedings dated 31.10.2011 and in fact the petitioners have worked as per the said proceedings for the period from 01.11.2011 onwards. The petitioners and 7th respondent were, therefore, well aware that they would be replaced by homeguards/police personnel at the very beginning of the contract itself. Further, under a subsequent ONGC letter dated 12.12.2011, the 7th respondent was again notified to be in readiness to demobilize the security personnel as and when the homeguards are deployed. Against this letter also no action was initiated by the 7th respondent or the petitioners. Subsequently under the proceedings dated 22.12.2011 the ONGC required the 7th respondent to demobilize the security personnel at the respective sites identified by the ONGC. In that backdrop of facts learned single judge held that the writ petition was liable to be rejected.

19. It must be noted, in the said order, we do not find any contention of the petitioners therein, like the present petitioners, that the ONGC in the successive tenders imposed a condition that the contract labourers under ex-contractor shall be employed by the successive contractors. We also do not find any contention of the petitioners therein that the successive contractors only served the purpose as a veil between ONGC and them but for all practical purposes they have been under the administrative control of ONGC alone. In that view, the order in W.P No.33728/2011 will not advance the cause of the petitioner herein. The Judgment of the Apex Court in **ANZ Grindlays Bank Ltd. v. Union of India**[2] relied upon by the petitioner also not useful to the petitioner.

20. In the result, the writ petition is dismissed with the observation that the 2nd respondent or the concerned Industrial Tribunal-cum-Labour Court shall conduct due enquiry with regard to the reference made to it by the 1st respondent by according opportunity of adducing evidence and advancing arguments to both parties and pass an award in accordance with the governing law

[2] AIR 2006 SC 296 = MANU/SC/1579/2005

and rules expeditiously but not later than four months from the date of receipt of a copy of this order. No costs.

As a sequel, interlocutory applications, pending if any shall stand closed.

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U. DURGA PRASAD RAO, J

03.10.2023
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HON'BLE SRI JUSTICE U.DURGA PRASAD RAO

Writ Petition No.24835 of 2004

03rd October, 2023

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