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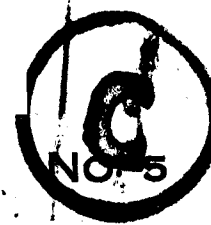


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THE MADRAS LABOUR GAZETTE

VOL. II]

MAY, 1960

[No. 5

ARTICLES

DISMISSAL PROCEDURES.

UNITED KINGDOM.

GENERAL PRINCIPLES.

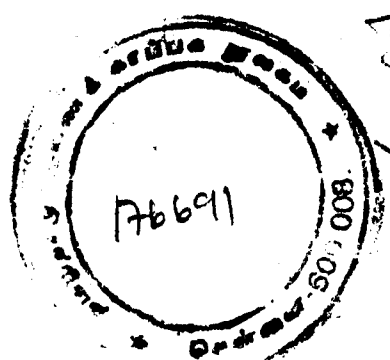
(The following article is one of a series of articles devoted to 'Dismissal Procedures' in various countries and is republished from the October, 1959 issue of the International Labour Review. The 'Dismissal Procedures' in France has been republished in the December, 1959 issue and the 'Dismissal Procedures' in the United States has been republished in the January, 1960 issue of this Gazette.)

Statutory regulation of dismissal procedures is virtually unknown in the United Kingdom. The legal basis of the British system in this regard is freedom of contract. Hence, the law will take into consideration only the express or implied terms of the contract of employment or, as it is more frequently designated, the contract of service. This does not necessarily mean, however, that by virtue of possible inequality of bargaining power between the individual employee and the employer the former is unprotected in the employment relationship. Protection from arbitrary, summary or unjustified dismissal is afforded by the precedential influences of the common law in conjunction with its recognition of customs and usages, by the presence of trade unions, by voluntary adherence to the terms of collective bargaining agreements, and by traditional procedures espoused by the majority of employers.

This article will consider successively the common law structures, including the role of custom and usage; the general effect of collective agreements on the common law concept of the contract of employment and union pressures affecting dismissal policies pursued by employers; redundancy practices, both collectively negotiated and unilateral on the part of the employer; special treatment afforded in certain situations or to certain categories of employees; the avenues open to employees or unions to contest dismissals; and, finally, the position of the dismissed employee.

COMMON LAW AND THE CONTRACT OF EMPLOYMENT.

An inquiry into dismissal procedures in the United Kingdom logically commences with the common law concept of the individual contract of employment. To this extent it should be noted that, legally speaking, a contract of employment is subjected to the same general principles as other contracts.



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However, while most commercial contracts are relatively detailed, in the case of the vast majority of workers express provisions of an employment contract, with the possible exception of wages and hours, are very rarely formalised or discussed and even more rarely noted in writing. This is especially true of provisions relating to duration and termination. Nevertheless, at any time when an employment relationship is entered into a contract of employment normally exists. And the common law has imposed certain implied conditions in such contracts.

If the parties have expressly agreed to a fixed duration for the contract, then a valid dismissal during its terms can obtain only in the event of a material breach by the employee of his express or implied obligations under the contract. Inasmuch as such breaches also justify a summary dismissal where a contract not of a fixed duration is in question, they will be discussed below. It should be added that an employer may, by contract, reserve the right to instant dismissal of an employee at his pleasure and for any reason, or no reason, whatsoever.

DURATION OF CONTRACT OF EMPLOYMENT AND NOTICE.

With regard to the contract term, there early grew up in the common law a presumption that a hiring for an indefinite or unspecified period was to be construed as a hiring for a year. However, this presumption has become so easily rebuttable that its present vitality, if any, is highly questionable. For instance, in some cases, it may be rebutted simply by the fact that pay periods are shorter than one year.

The common law, with regard to those contracts of employment that mention no period of notice and which do not specifically provide that no notice is necessary, will imply or presume that the parties intended a "reasonable" period. Hence, where the contract is silent on the point, the nature of the employment, the duration of the pay periods (weekly, monthly, etc.) and, above all, the custom in the locality or trade will be looked to by a Court in determining what is a reasonable period of notice. Where a custom regarding notice has not been judicially noted by the Courts (*i.e.*, generally recognised over a long period by the Courts), such custom must be strictly proved as a question of fact. Further, Courts have generally held that the higher the position and the larger the salary (and, sometimes, the longer the period between wage or salary payments) the longer must be the period of notice. But it is important to remember that this will obtain only in default of agreement by the parties to the contrary.

SUMMARY DISMISSAL.

Summary dismissal, *i.e.*, dismissal without notice, can obtain only where there is a material breach by the employee of the express or implied terms of the employment contract. Otherwise stated, a summary dismissal may always be exercised when an employee has failed substantially to carry out the obligations which his service involves. The principal breaches are as follows:

(a) Wilful disobedience of a lawful or justifiable order. And this is true even if the order may be unreasonable in the given circumstances, if the employer is entitled to give such an order under the contract of employment. However, orders subjecting the employee to undue or unnecessary risks or danger, such as were not reasonably contemplated at the time the employment relationship was entered into, are not lawful or justifiable.

(b) Neglect or carelessness. As an isolated occurrence these will not usually justify dismissal. However, habitual or serious neglect or carelessness in appropriate cases could constitute a material breach justifying dismissal.

(c) Positive acts of misconduct which are inconsistent with the due and faithful discharge by an employee of the duties of his services. For example, such acts would include dishonesty, breach of confidence (revealing company secrets and other acts prejudicial to the employer's interest), insubordination or promoting insubordination, insolence and violence. Of course, with regard to some of these acts, a single occurrence might not be sufficient. No fixed rule can be laid down regarding misconduct. It is a question of degree in each individual case. And the misconduct must be such as interferes with and prejudices the safe and proper conduct of the employer's business.

(d) Misconduct outside service which casts a reflection either on the effectiveness or utility of the employee to the business or which reasonably provokes a loss of confidence in the employee (*e.g.*, dishonesty).

(e) Incompetence. However, proof may often present serious difficulties, the employer having to prove what the established standard is and then to show that the employee has consistently or repeatedly failed to meet this standard.

(f) Illness. The following facts would be taken into account: the nature of the employment, the length of employment, and the duration of the disability. As an extreme example, if the illness were such that the employee would never be able to resume his duties and a replacement is immediately needed, the employer may terminate the contract. In other words, the illness must be such as would frustrate the object of the employment. Hence, a short illness would not usually suffice.

With regard to summary dismissal, it should be noted that the employer's condonation of a material breach by the employee of his obligations under the employment contract or an implied condonation by retaining the employee after becoming aware of the breach will be construed as a waiver of the employer's right to dismiss. Thus the employer may not continually hold the fact of a breach over the employee's head.

Finally, an employer may summarily dismiss an employee even where a material breach has not occurred if pay in lieu of notice is afforded.

In summarising the above discussion it may be stated generally that the common law requires: (a) the observance of the contractually prescribed period of notice or, in the absence of contractual prescription, reasonable notice, prior to dismissal under a contract of indeterminate duration, or (b) that there be a material breach by the employee of the employment contract prior to summary dismissal under a contract of indeterminate duration or prior to any dismissal under a fixed-term contract.

THE INFLUENCE OF TRADE UNIONS AND COLLECTIVE BARGAINING AGREEMENTS ON DISMISSAL PRACTICES AND PROCEDURES.

Detailed dismissal procedures are not frequently found in British collective bargaining agreements. Where dismissal is mentioned, reference is usually made only to the period of notice that must be given in dismissing employee. For example—

The contract of service between the Board and the employee may be terminated by seven days' notice by either party, except in the case of serious

misconduct, in which case the contract of service may be terminated forthwith and without notice.

During the first six working days of employment, termination of service shall be upon the tendering of two hours' notice by either employer or workman, such notice to expire at the end of the normal working day. Thereafter, termination of service shall be upon the tendering of two hours' notice by either employer or workman, such notice to expire at the normal finishing time on Fridays. Provided always—.....

(iii) that in cases of misconduct an operative may be summarily discharged at any time.

Any worker who has had continuous employment for four weeks or more shall.....receive a fortnight's notice of termination of employment.

One week's notice shall be given....on the last working day of the week. Subject to the usual procedure, the employer shall have the right to dismiss an employee without notice in cases of serious industrial misconduct.

However, this ostensible dearth of dismissal procedures must be viewed in the context of a growing number of collectively bargained and unilateral procedures uniquely designed to meet redundancy problems. This subject is discussed separately, below.

Collective agreements are normally not themselves legally binding on the parties. Nevertheless, the existence of a provision concerning notice in a collective agreement is of legal significance in that it is an indication of the custom in the industry or undertaking. Hence it would be looked upon by a Court as an implied condition of the individual contract of employment.

A very important brake on arbitrary or discretionary dismissal is the very presence of a Union. In many industries and undertakings the employer's power to dismiss is restrained by fear of repercussions in the form of strikes or other economic pressures on the part of the union or unions.

It also sometimes happens that shop stewards committees in an undertaking (often comprised of stewards from different unions representing employees in the undertaking) will reach agreement with the employer on subjects, such as dismissal procedures, that are normally outside the narrow limits of the national or industrial collective bargaining agreements. These arrangements are usually informal and rarely in writing.

As can be seen from the above discussion the mandates and strictures of the common law of the contract of service have been rendered somewhat academic by collective bargaining and the increase in the strength of the trade unions. The prevalence of formal and informal procedures for the settlement of disputes (dealt with below) is another important factor in this regard.

REDUNDANCY PRACTICES.

In recent years much attention has been devoted, in the United Kingdom, to redundancy problems. Although the term "redundancy" is variously defined, it generally refers to an excess of manpower resulting either from mechanisation or rationalisation, or from a decrease in business activity. The emphasis concentrated on this problem has led to the adoption, either unilaterally by employers or through collective negotiation, of a good number of formalised policies and procedures.

The bulk of existing redundancy plans have been drafted with reference to a single undertaking. However, there are in existence some plans that are industry-wide, most of them having been drawn up by representative bodies of employers and employees. Notable among these is the cotton industry scheme which was adopted by the relevant workers' and employers' organisations as a prerequisite to the government-sponsored reorganisation of the industry. All Industry in the nationalised sector is subject to redundancy plans.

Consultation.—There does not generally seem to be widespread provision for consultation between management and unions or employee groups immediately prior to implementation of a predetermined redundancy policy. Where the policy is a negotiated one, then of course there will have been consultation with the union or unions concerned before its adoption, as there may also have been even in the case of a policy unilaterally adopted by the employer.

However, consultation before dismissal is provided for in some redundancy policies. In certain instances this consultation may be directed at measures to forestall or minimise redundancy; or discussion with the unions may be of a more general nature and encompass the application of the predetermined policy. For example—

Workers' representatives will be informed of the redundancy and of the reasons for it. Workers' representatives shall receive a copy of the list of employees to be dismissed and may request discussion on it.

If dismissal become unavoidable, management will decide upon the members to be dismissed and will inform a meeting of the Shop Stewards, attended also by a Union Official, accordingly. A week will then be allowed for discussion and investigation before the issue of notices to individuals.

It is accepted by the company that when [redundancy] arises there would be consultation with appropriate Signatory Unions. While it may not always be practicable to consult prior to a decision, the Company accepts the principle of consultation at the earliest practicable moment.

In any case where reductions in salaried staff are contemplated, the Railways agree there will be full consultation with the staff representatives at all levels.

ALTERNATIVES TO DISMISSAL UNDER REDUNDANCY PROCEDURES.

In probably somewhat less than half of redundancy policies provision is made for measures to avoid or postpone the need to dismiss employees when a situation of redundancy arises or is anticipated. The extent of redundancy may be reduced by stopping overtime and curtailing recruitment, or by making internal transfers to vacancies in another part of the undertaking or business. Elimination of sub-contracting work to other firms is also sometimes considered. Work-sharing through short-time working is frequently used as a temporary measure.

The management will make every endeavour to provide alternative work by means of transfers wherever practicable, by withdrawing sub-contracted work where it can conveniently be carried out by the department concerned, by stopping overtime in the section experiencing redundancy, and by placing an embargo on recruitment of new labour until all possible transfers have been made.

. . . The Company will arrange suitable alternative employment elsewhere within the Company whenever this is practicable.

. . . Management will try to avoid the laying-off of employees where possible by the cancellation of sub-contracts and stopping all but essential overtime. In cases where redundancy affects a particular section the Company will try to transfer workers to other jobs, paying them the wage appropriate to the new job, providing that this is acceptable to the Trade Unions concerned.

SELECTION OF EMPLOYEES TO BE DISMISSED.

The general principle that is usually found in most redundancy plans with regard to selection of employees to be dismissed is "last in, first out". However, the application of this seniority rule, especially in private industry, is frequently modified by combining seniority with efficiency, and the needs of the business. Where practicable other factors are often taken into account, among which might be some or all of the following :

(1) Part-time workers may be among the first to be dismissed. The reasoning here is that there is less of a personal need, that they are in a position more easily to find alternative employment and that their dismissal will cause less of a shock to the undertaking.

(2) Married women whose husbands are gainfully employed may similarly enjoy less protection.

(3) Temporary employees, since they enter into the employment relationship with knowledge that the relationship is not permanent, may be dismissed before regular employees.

(4) Older employees of pensionable age may be retired, inasmuch as they will be eligible for an immediate income.

(5) Foreign nationals will sometimes be dismissed before seniority rules (last in, first out) are applied.

(6) Key workers and staff employees may sometimes be retained regardless of their seniority.

(7) Certain employees have legal rights to be retained in employment. Hence seniority cannot be applied in their case. For example, the law requires that a certain percentage of disabled person be employed in an undertaking.

And, with apprentices, the employer may be legally bound by the indenture of apprenticeship not to dismiss them.

Although the unit within which seniority will operate (e.g., the department, plant or other unit) is not often mentioned specifically, it is inherent in the definition of business needs or production requirements set out in the redundancy plan.

Some examples of these procedures follow :

The selection of employees to be dismissed will be based on the following four factors, to be considered in the order stated : (i) requirements of production ; (ii) efficiency ; (iii) length of service ; (iv) domestic responsibilities or other relevant factors.

Management will select workers for dismissal primarily on the basis of length of service, but with due regard to efficiency.

The company will continue to follow the policy. . . . of discharge on the basis of seniority, other things being equal.

Employees shall be selected for dismissal with regard to the principle of "last in-first out", but this is applied subject to the right to retain highly efficient and key workers, hardship cases, registered disabled persons, and those having legal rights to continued employment.

(a) *Basic Rule*.—"Last in, first out" all other things being equal, is considered to be the only fair basis of agreement, and this general rule will be applied both departmentally and to the Works as a whole.

(c) *Modification of the Rule*.—Modifications to the basic rule would be made only if—

1. Production would be severely hampered by its rigid application.
2. It is agreed by management, trade union and all persons affected that it should be modified in particular cases.

(d) *Application of Release*.

3. When everything possible has been done to absorb anyone affected by redundancy the order of application of release would be as follows :

- (a) part-time workers ;
- (b) employees of pensionable age. ;
- (c) the "last in, first out" principle would then apply

NOTICE.

In the absence of any provision regarding notice in the redundancy plan the notice requirements either of the individual contract of employment or of the collective bargaining agreement would be in force. But redundancy policies do, as a matter of fact, frequently contain such notice provisions.

The notice periods envisaged appear to vary greatly ; sometimes they are related to length of service and there seems to be a definite trend towards the provision of longer notice. Sometimes extended periods of notice are given in lieu of redundancy or severance allowances. For certain companies the length of notice is used as a basis for a form of disguised compensation, employees being paid for the period of notice even though they do not work during it. Another procedure is to afford a rather long period of warning during which an employee may be declared redundant and given a further period of notice.

In the event of a redundancy due to a job, department, factory or firm closing down, operatives concerned shall be entitled to one month's notice or wages in lieu. Employees. who become redundant. shall receive notice as follows : [One week minimum for one year's service or less to ten weeks for more than 30 years' service.]

In cases of redundancy the Company accepts the principle of giving as long a warning as practicable, and undertakes to give formal notice of termination of employment on the following basis :

after one year's service, two weeks' notice ;
 after three years' service, four weeks' notice ;
 after five years' service, six weeks' notice ;
 after 10 years' service, nine weeks' notice ;
 after 15 years' service or more, twelve weeks' notice.

Every employee will be given at least one week's warning that he is to be made redundant, but he will not at that time be given formal notice. On the date when his services are to be terminated he will be given money in lieu of notice. The notice to which an employee is entitled varies according to grade and length of service. Hourly paid employees receive from one week's to ten weeks' pay, weekly paid from one week's to twelve weeks' pay, and monthly paid from one month's to six months' pay. Twenty or more years' service qualifies for the maximum grant in each category.

SEVERANCE PAYMENTS.

Many redundancy plans provide for some form of money allowance to employees with a minimum number of years of service who are dismissed as a result of redundancy. Provisions for such allowance vary so widely that it would be impossible to make any general comment as to their amount and nature. They may vary both according to length of service and the kind of job held by the affected employee. On the other hand, there may be a given sum for all affected employees regardless of length of service or the nature of the job. Sometimes there is interdependence between severance payments and public unemployment benefits. Moreover, it is sometimes impossible to distinguish severance payments from the payments in lieu of notice discussed above.

6. Compensation in accordance with clause 9 hereof shall be payable to persons rendered redundant. . . . provided they have been employed in the coal-mining industry amounting in all to not less than three years.

9. The compensation payable under this scheme shall be at the following weekly rates :

surface workers	.. £1 13s. 8d.
underground workers	.. £2 3s. 8d.

and shall be payable to persons of the clauses mentioned so long as they maintain registration at an employment exchange or are in receipt of a sickness benefit and until—

(a) they accept other employment either within or outside the coal-mining industry ;

or a period of 26 weeks has elapsed since the termination of their employment with the Board, whichever first occurs.

Unemployment pay . . . to be made up to an amount not exceeding two-thirds of full average earnings for a period of six weeks or until suitable employment has been offered by the Ministry of labour, whichever is less. This payment, which will apply only to employees with at least 12 months' service with the company, will be conditional upon compliance with the National Assurance Regulation.

In addition, *ex gratia* payments will be made to redundant adult male workers with over two years' service, ranging from a week's pay for employees

with under six years' service to 12 weeks' pay for those with 40 years' service or more. Employees aged 50 or over (45 in the case of women) with at least 15 years' service, are guaranteed at least seven weeks' pay in addition to notice.

For cases where other employment is not found by the time the period of notice has expired, a resettlement allowance—subject to the conditions below—will be payable to employees with three years' or more service.

after 3 years' service 3 weeks' resettlement allowance;
 after 4 years' service 4 weeks' resettlement allowance;
 after 5 years' service 5 weeks' resettlement allowance;
 after 6 years' service 6 weeks' resettlement allowance;
 after 7 years' service 7 weeks' resettlement allowance;
 after 8 years' service 8 weeks' resettlement allowance;
 after 9 years' service 9 weeks' resettlement allowance;
 after 10 years' service or more 10 weeks' resettlement allowance.

The duration would continue until other employment is found or until the entitlement period is exhausted, whichever is shorter.

The weekly amount. . . . will be on the basis of one-third of the employee's plain time rate. . . . for his normal working week.

An interesting variation on severance payments is found in the above mentioned cotton industry plan. In this plan compensation is based solely upon the age of the affected employee. The scale is calculated on the earnings of the individual for a normal week starting at the equivalent of one week's wages at the age of 21 and rising to the equivalent of 30 weeks' wages for employees aged 65 and over.

RE-ENGAGEMENT.

In what probably amounts to rather less than half of redundancy policies attention is given to the question of possible re-engagement of dismissed employees. Generally this takes the form of a promise or commitment by the management to offer jobs to such employees before recruiting others.

Where such provisions exist, they sometimes expressly provide that upon re-engagement, the re-engaged employees' service with the company will be considered as continuous.

Conversely [to dismissal,] the principle of "last out, first in" will, operate where work increases again and people can be re-engaged. That is, a man declared redundant has the right of reinstatement based on length of service when the work position improves, and again, the principle will apply to the works as a whole.

When work is again available, redundant employees shall be considered before new labour is engaged.

A man who has been discharged [under the redundancy plan] will, on receipt of written application, be given prior consideration over new entrants for subsequent vacancies for which he is suitable in starting grades in any department at or in the vicinity of the department from which discharged.

Redundant employees who at the group's request rejoin it within a year of dismissal will have their service, less the period of absence, treated as continuous for all purposes.

When subsequent vacancies occur, prior consideration will be given to employees previously declared redundant. Any benefits received by an employee on one redundancy shall be taken account in any subsequent redundancy.

SPECIAL CASES.

Military Service.

Special legislation imposes upon employers an obligation to reinstate former employees who left their employment to serve in the armed forces. The affected employee must be reinstated in his former job on terms and conditions no less favourable than if he had not left the job to enter military service. If this is not practicable or reasonable, he must be reinstated on the most favourable terms and conditions which are reasonable and practicable. The employer is further obliged to continue to employ him for a stated number of weeks depending upon his prior length of service with the firm.

Furthermore, an employee may not be discharged during such period or before entry into military service with intent to evade the provisions of the legislation. A detailed procedure is provided for the resolution of controversies arising out of the application of the rules laid down in the law.

Disabled Persons.—The Disabled Persons (Employment) Act, 1944, imposes an obligation on employers to employ a given quota of registered disabled persons in an undertaking. Failure by an employer to take his quota or the discharge without reasonable cause of a registered person, if the discharge would bring the employer under his quota, is made an offence punishable by fine or imprisonment or both.

EMPLOYEE REDRESS.

Suit on the Contract of Employment.—An employee who believes he has been wrongfully dismissed may bring an action for damages against his employer for breach of contract. The breach of contract may take the form of dismissal without proper notice or summary dismissal in the absence of cause constituting a prior breach on the part of the employee. Such a suit, in the eyes of the law, is generally equivalent to any other action for breach of contract and is tried by the regular judicial tribunals.

It should be noted that recovery by the employee need not be limited to wages for the unobserved period of notice. In cases of wrongful dismissal the employee may base his claim to damages not only on lost wages but also on any other pecuniary loss, such as the value of board and lodgings, tips, shares of profits additional to wages, etc. It is also possible that the difficulty of getting employment may be taken into consideration when damages are assessed. Hence, even though an employee is liable to dismissal with a week's notice, if he is wrongfully dismissed, he may, upon proper evidence, be awarded considerably more than a week's wages.

As in general contract law, the plaintiff (the dismissed employee) is expected to make every reasonable effort to lessen the degree of damage suffered by him. Thus only nominal damages would be awarded for a wrongful dismissal if the employee obtained, or could have obtained, immediately upon dismissal, similar or other suitable employment at an equal remuneration. However, the employee-plaintiff is not expected to take any kind of available employment.

It should be added that reinstatement can never be a legally sanctioned remedy. Whatever other relief may be available, the law will never order either an employee to work for a given employer or an employer to hire or retain a given employee.

ECONOMIC PRESSURE.

Although employers may have a legal right to dismiss employees upon the giving of appropriate notice or summarily for a cause that constitutes a breach of the employment contract, in practice it would seem that this relative degree of freedom is substantially curtailed by the possible opposition of the union or of certain groups of employees.

A dismissal or dismissals, if objected to by the union, or perhaps the shop stewards committee, or by a number of employees, could lead—and has, in fact, on several occasions recently led—to a strike. In this regard it has been commented that trade unions are continually protecting their members against victimisation or other forms of arbitrary treatment. Indeed their very existence is a deterrent to employers' abusing their power through unwarranted dismissals, in that an employer will not be anxious to incur the displeasure of the union with which he must deal.

PROCEDURES FOR THE SETTLEMENT OF DISPUTES.

A possible avenue of redress for employees lies in the formal and informal dispute settlement procedures which exist in a considerable number of undertakings and industries. However, due to the informal nature of many procedures in undertakings and the wide variety of practices at the industry level, it is possible to present only a very general picture here.

In this regard it may be mentioned that in British practice there is not the distinction, found in certain systems of labour law and labour management relations, between disputes arising under the provisions of a collective bargaining agreement and those arising outside the scope of the agreement. Hence, even where dismissal or redundancy procedures are not dealt with by collective agreement, it is not unusual for disputes arising out of dismissals to become the subject of formal or informal resolution machinery.

Disputes arising out of individual dismissals, disciplinary or otherwise, are usually handled informally at the level of the undertaking. If dismissals are objected to, and there are no clearly defined local grievance or negotiation procedures, the shop stewards concerned or other representatives of the employees might simply approach management to discuss the matter. The issue, may, of course, be resolved either by the management's convincing the employees that the dismissals are justified or being persuaded to take back the dismissed employees. But if a stalemate is reached, and if feelings run sufficiently high, pressures might be brought to bear on the management, e.g., in the form of a ban on overtime, working to the rule or even a strike. Where more formal grievance procedures exist, they would probably be followed; but a dispute regarding individual dismissals would rarely be subjected to the more formal procedures at the level of the industry or to arbitration.

Disputes involving large scale dismissals (e.g., due to redundancy) are frequently handled at a higher level and through more formal settlement procedures, and sometimes even go to arbitration. Settlement procedures exist in many industries and generally provide for bipartite discussions at various levels from the undertaking up to the industrial or national level. If

no agreement is reached the dispute may possibly be submitted to arbitration (though few procedures or collective bargaining agreements provide specifically for this). If arbitration is not used, then the economic pressures mentioned above might be resorted to.

Finally it should be pointed out that the Government, while encouraging the use and development of private machinery, makes available conciliation and voluntary arbitration facilities under certain conditions.

POSITION OF THE DISMISSED EMPLOYEE.

Certificates or References.—The employer is under no obligation to afford to or on behalf of a dismissed employee a certificate or other type of reference. However, if such a reference is given, the employer is under a legal obligation to state only that which he honestly believes to be true. Indeed in certain cases the wilful making of certain mis-statements is a criminal offence. Further, the giving of a false character reference can lay the employer open to a suit by the employee for libel or slander.

UNEMPLOYMENT BENEFITS.

In the United Kingdom unemployment insurance forms an integral part of the over-all co-ordinated system of national insurance. The insurance fund from which benefits are provided is financed by means of contributions from insured persons, employers and the Government. Eligibility for unemployment benefits is based on the employee's having made a stated number of contributions. Benefits are paid only after a fixed waiting period, which is extended in the case of dismissal for misconduct. Disqualification for a stated period can also result from failure to apply for or accept suitable employment when available. The maximum possible duration of continuous benefits is normally 30 weeks. The regulations permit private benefits (redundancy or severance payments) to be paid without loss of state benefits, provided that the combined amount is not more than two-thirds of the applicant's previous weekly earnings, if single, and appropriately more if married.

Placement.—Under the Ministry of Labour and National Service local employment exchanges are available to aid in the placement of unemployed workers.

EMPLOYMENT CHARACTERISTICS OF THE LABOUR FORCE IN INDIA.*

PRELIMINARY RESULTS OF A SAMPLE SURVEY.

The preliminary results of the Ninth Round of the National Sample Survey of India, conducted in 1955, have recently been published.

The sample survey, which covered the entire country, concentrated particularly on the employment characteristics of the population. The use of sampling techniques enabled a study to be made in depth of some of the main aspects of the employment situation, and some light was thrown on the extent and nature of unemployment and under-employment in India. This is the first time that data on this subject covering the entire country have been compiled by the method of direct and intensive statistical observation. The survey also has methodological interest as it represents an experiment in the development of the concepts and methods of measurement of unemployment and underemployment appropriate to the conditions of the economically less advanced countries.

Scope.—The field operations covered the period May to November, 1955. The data were obtained by means of personal interviews of the households in the sample.

The preliminary results are based on field observations relating to about 40,000 persons in 800 sample villages and 85,000 persons in over 1,000 urban sample blocks (half the total sample) made during May to August, 1955, i.e., the first half of the survey period. The results have been tabulated separately for the rural and the urban areas, which differ sharply in their employment patterns and other relevant social and economic features.

The survey schedule elicited information on the economic activities of the persons in the sample, both on the basis of "current activity status" (i.e., activity during the week preceding the interview) and the "usual industrial status" (i.e., predominant activity over a long period of time, generally one year). The "current" data seem to have been used mainly for the measurement of certain aspects of under-employment, while the "usual status" criterion has been applied for the determination of attachment to the labour force and of unemployment.

DISTRIBUTION OF THE GAINFULLY EMPLOYED BY AGE AND SEX.

The labour force, comprising the "gainfully employed" and the "unemployed" constituted 44.2 per cent. of the total population in the rural areas and 34.5 per cent. in the urban areas. The "gainfully employed" accounted for 43.9 per cent. of the rural and 32.6 per cent. of the urban population, the "unemployed" making up the balance.

It will be noted that the percentage of the population in the labour force in rural areas was higher than that in urban areas by about ten points. This disparity was caused by the differences in the extent of employment of women and children. In the rural areas, where household enterprises—mainly family farms—predominate, recourse to extra help from family members, especially during seasonal peaks, offers itself as an easy and common

*[Republished from 'Industry and Labour' dated 1-2-1960 (Volume XXIII, No. 3).]

expedient. In urban areas, on the other hand, the nature of production organisation and the more developed employment market tend to limit work participation by family members, notably women and children.

The survey results show that, while 28 per cent. of the rural female population was gainfully employed, the corresponding percentage in urban areas was 12. The percentages of children and youths in gainful employment in rural and urban areas are shown in Table I.

Table I.

Percentage of the population in young age groups in gainful employment.

Age Group.	Rural areas.	Urban areas.
7-15 years	22.6	7.7
16-17 "	57.7	28.3
18-21 "	65.6	37.4

Educational Standards of the Gainfully Employed.—The survey divided the gainfully employed into three main categories according to the level of general education attained namely : illiterate ; literate (that is, below matriculation standard) ; and educated (that is, up to the matriculation standard or higher). As might be expected, in the rural areas four out of five workers were illiterate, and the "educated" formed only a microscopic proportion of the rural labour force. In the urban areas illiterate workers were in a minority. The fact that one out of every ten urban workers was "educated" is also noteworthy. Table II shows the relative strength of the three categories.

Table II.

Gainfully employed by standard of General Education.
(Percentages).

Educational standard.	Rural areas.	Urban area.
Illiterate	79.7	45.5
Literate	19.7	44.4
Educated	0.6	10.1
Total ..	100.0	100.0

Standards of Technical Skill of the Gainfully Employed.—The gainfully employed persons were analysed—again separately for rural and urban areas—according to their levels of technical skill or occupational qualification. In this analysis skill in agricultural operations was not taken into account. Table III shows the distribution of the gainfully employed by technical skill. The proportion of workers with certified technical skill was low ; but it is of interest to note that one out of every four urban workers had ostensibly technical skill but had no documentary evidence thereof—a fact of especial importance from the standpoint of placement operations.

Table III.

Gainfully employed classified by level of technical skill.
(Percentages).

Level of technical skill.	Rural areas.	Urban areas.
Without technical skill	94.0	74.1
With technical skill but uncertified	5.5	22.4
With sub-university certificate or diploma	0.4	2.3
With university degree or equivalent diploma	0.1	1.2
Total gainfully employed..	100.0	100.0

Migrant workers.—In the survey migrants were defined as "those persons who have come to their present place of permanent stay from their native places". However, a woman leaving her native place to join her husband after marriage is not considered to be a migrant.

Table IV shows the distribution of the labour force by migration status. The statistics confirm that the overwhelming majority of the rural workers were born in the places where they live. On the other hand, two out of every five urban workers were migrants and three-quarters of them came from the countryside.

Table IV.

Labour Force Classified by Migration Status.
(Percentages of total labour force).

Status.	Rural areas.	Urban areas.
Non-migrants	89.5	60.1
Migrants :	10.5	39.9
From rural areas	8.3	26.5
From urban areas	0.9	6.3
From other countries (including Pakistan)	1.3	7.1
Total ..	100.0	100.0

[Classification of Gainfully Employed Population by Branch of Economic Activity.—Agriculture was the source of employment of 85 per cent. of the gainfully employed population in the countryside. The low incidence of trade and transport employment among rural workers (2.5 per cent.) reflects the limited basis of exchange of goods and services in rural economic life. The employment structure was more diversified in urban areas, where manufacturing was the principal employment source, followed by services. The fact, that

in urban areas 20 per cent. of the gainfully employed were in agriculture emphasises the importance of this branch in the smaller towns.

Table V gives a breakdown of the gainfully employed by major branches of economic activity.

Table V.

Gainfully employed Population Classified by Branch of Economic Activity.
(Percentages).

Branch.		Rural areas.	Urban areas.
Agriculture	..	84.2	20.1
Mining and quarrying	..	0.4	0.4
Manufacturing	..	7.7	29.7
Construction	..	0.9	3.1
Trade and commerce	..	1.8	14.3
Transport and communications	..	0.8	7.7
Other services and activities	..	4.2	24.7
Total	..	100.0	100.0

Classification of Gainfully Employed Population by Type of Economic Organisation.—The distribution of the gainfully employed population by branch of economic activity does not adequately reflect the relative importance of the employment opportunities offered by modern as opposed to the traditional type of economic organisation—a subject of particular interest in the context of India which has a dual economy. The traditional economy—in which the greatest part of the gainfully occupied population is employed—comprises peasant, often subsistence, farming, cottage industry and small shops run largely as family enterprises. Organisations of the modern type—which account for a small but growing proportion of the labour force—comprise public administration and large-scale public enterprises. The peculiar structure of the Indian economy should be borne in mind in this connection; for instance, there exist villages built round a single modern factory while artisans and pavement peddlers abound in towns. Moreover, the growing importance of the role of the State in economic and social development in India lends a special interest to the extent of employment provided by public administration and large-scale public undertakings in the modern economy, commonly referred to as the “public” sector. The survey shows that in rural India, which contains 85 per cent. of the country’s population, only 5 per cent. of the gainfully employed are directly within the pale of modern economic organisation but that half of these are employed by the “public” sector. In urban India 30 per cent. of the gainfully employed are in the modern economy, two-thirds of them in the public sector.

A more detailed analysis of the distribution of the gainfully employed by sectors is given in Table VI. The categories shown in the table have the following content:

(a) The “Public” sector covers the branches of industry which are run by Government, municipal and similar organisations financed mainly from public revenue.

(b) Private undertakings are classified under the headings “large-scale”, “small-scale” and household. Establishments using power and employing ten or more workers, as well as those not using power and employing more than 20 workers, come under “large-scale”; establishments not employing as many workers as “large-scale” units but mainly employing hired labour are classified as belonging to the “small-scale” sector; while other small-scale establishments using mainly household labour are classified as “house-hold” undertakings.

(c) The “domestic” sector covers persons hired for domestic work as distinguished from those working for the “household” undertakings.

Table VI.

Distribution of Gainfully Employed Population By Sector.
(Percentages).

Sector.		Rural areas.	Urban areas.
Public	..	2.2	18.2
Private	..	97.3	78.6
Household	..	76.1	49.8
Small-scale	..	19.1	17.1
Large-scale	..	2.1	11.7
Domestic	..	0.5	3.2
Total	..	100.0	100.0

Underemployment.—The survey also included an experiment in the development of a suitable operational tool for the measurement of underemployment. The attempt at measurement was, however, limited to the “visible” component of underemployment. The data collected on current activity were used for the purpose. Two categories of underemployment were distinguished, namely “acute” (that is to say gainfully employed persons working for four hours or less per day on an average, and available for additional hours of work) and “moderate” (i.e., gainfully employed persons working for four to eight hours per day on an average and available for additional hours of work).

In rural India, 10 per cent. of the gainfully employed population, numbering about 11 million workers, were in a state of “acute” underemployment. The “moderately” underemployed numbered 8 million workers and represented 7 per cent. of the rural gainfully employed population. In urban India each of the two categories of underemployed numbered 1.6 million workers, each representing 7 per cent. of the gainfully employed urban population.

Unemployment.—The unemployed were identified on the “usual industrial status” criterion and in the following terms: “those who were out of employment for a long period and had been in search of work during the same period”.

It was estimated that approximately 0.7 per cent. of the rural labour force, or 0.9 million workers, were unemployed. In urban areas the incidence of unemployment was much higher; 1.3 million workers, representing 5.8 per cent. of the urban labour force, were classified as unemployed.

The incidence of unemployment was comparatively high in the younger age groups. Table VII shows the percentage of unemployed in this sector of the labour force.

Table VII.

Unemployment in the Younger Age Groups of the Labour Force.
(Percentages).

Age Group.	..	Rural areas.	Urban areas.
16-17 years	..	2.7	14.4
18-21 "	..	2.1	17.7
22-26 "	..	0.8	8.2

The juvenile and young unemployed workers constituted also the bulk of the unemployed, as is shown in Table VIII. It is noteworthy that one-third of all unemployed persons were in the age group 18 to 21.

Table VIII.

Unemployment in the Younger age groups as Percentage of total unemployment.

Age Group.	..	Rural areas.	Urban areas.
16-17 years	..	18.5	8.6
18-21 "	..	37.9	32.8
22-26 "	..	19.3	32.1
All ages	..	100.0	100.0

Unemployment affected the "educated" groups and the "literate" on account of the nature of the occupations open to them and the types of job they were seeking. Thus, in rural areas, the "literate" and "educated" groups accounted for 56.8 and 17.6 per cent. respectively of all unemployed. On the other hand, the corresponding figures for these categories among the gainfully employed in rural areas were 19.7 and 0.6 per cent. respectively, while in urban areas 55.3 per cent. of the unemployed and 44.4 per cent. of all gainfully employed persons were "literate" and 23.6 per cent. of the unemployed and 10.1 per cent. of the gainfully employed were "educated".

The above estimates of unemployment are based on the rather strict criterion that a person should be unemployed over a relatively long reference period. These figures are presumably lower, especially in the rural areas, than those to be derived from the application of the standard criterion of "current" activity during a short reference period (usually a week). The survey results themselves provide some indication of this. Thus, in rural India, in each month of the year on an average about 8 per cent. of the gainfully employed do not have a single day of employment. In contrast, as stated earlier, the rate of unemployment is only 0.7 per cent. In urban areas, however, where the employment problem is much less seasonal, the disparity is likely to be correspondingly smaller.

LABOUR NEWS

INDUSTRIAL RELATIONS.

April, 1960.

The Labour situation in the state was generally satisfactory. There were 23 strikes during the month of April, 1960. Of these 15 strikes related to Cotton mills, one to Plantation Estates, 3 to Engineering industry and 5 to undertakings in other industries affecting 18,287, 61, 8,215 and 707 workers respectively. The mandays lost as a result of the above stoppages were 84,225, 1,586, 1,00,007 and 8,505 respectively. The details of more important strikes are furnished below.

TEXTILES.

About 11 workers of the Somasundaram Mills (Private) Limited, Coimbatore, struck work on 3rd April, 1960, as a protest against the action of the management in not absorbing the temporary workers in the place of casual workers on the leave days workers in the mechanic shop. On the mediation of the Labour Officer, the workers resumed work on 6th April, 1960.

As a protest against the action of the management of Chandra Textile Mills, Peelamedu, the workers numbering about 30 went on strike on 3rd April, 1960. As a result of direct negotiation, the workers returned to duty on 21st April, 1960.

About 260 workers of the Indra Cotton Mills (Private) Limited, Madras, struck work on 3rd April, 1960, as their demand for withdrawal of charges against a worker M. Karupppia was not conceded by the management. In consequence the management declared a lock-out on 5th April, 1960. The workers resumed work voluntarily on 9th April, 1960.

As a protest against the action of the management of D.P.F. Textiles (Private) Limited, Coimbatore, in posting a worker as a spinner, the workers of this mill numbering 334 went on strike on 23rd March, 1960. On the intervention of the Labour Officer, the workers resumed work on 4th April, 1960.

About 85 workers of Sri Lakshminarayana Textiles Limited, Palladam, struck work on 18th March, 1960 as a protest against the action of the management in laying off certain reeler. On the mediation of the Labour Officer, the workers resumed work on 5th April, 1960.

All the 270 workers of the Indra Cotton Mills (Private) Limited, Madras, struck work on 14th April, 1960, as a protest against the action of the management in terminating the services of workers and consequently the management declared a lock-out on 15th April, 1960. The strike continued at the end of the month.

The Management of the Sivananda Mills Limited, Ganapathy P.O., Coimbatore, issued an order of suspension on a worker against which action, the workers numbering about 346 workers struck work on 15th April, 1960. The workers resumed work of their own accord on the same day.

About 107 workers of the Hari Mills (Private), Limited, Coimbatore, struck work on 18th April, 1960, as a protest against the management's alleged

refusal of work to a worker. They resumed work voluntarily on 25th April, 1960.

About 13,542 workers of the B & C Mills Limited, Madras, struck work on 30th March, 1960, protesting against the action taken on a worker. The management declared a lock-out on 3rd April, 1960. As a result of direct negotiation, the workers resumed work on 5th April, 1960.

As a protest against the agreement entered into by the National Textile Workers' Union, Madurai, with the management, 832 workers of Sri Meenakshi Mills Limited, Paravai, struck work on 13th April, 1960 and the strike continued at the end of the month.

About 287 workers of Sri Saradha Mills Limited, Podanur, struck work on 11th April, 1960 (reasons not known). The workers resumed work on 14th April, 1960, voluntarily.

As the management of Karunambigai Mills Limited, Somanur, suspended one worker, the workers numbering about 263 struck work on 16th April, 1960 and as a result of which, the management declared a lock-out on 21st April, 1960. The lock-out continued at the end of the month.

As a protest against the action of the management of the Loyal Textile Mills Limited, Koilpatty, in not sending a doctor to attend on a sick worker in the mill, 1,500 workers struck work on 21st April, 1960 and as a result of which the management declared lock-out on 26th April, 1960, which continued at the end of the month.

As the management of the Nagammal Mills Limited, Nagercoil, refused employment to two workers, all the 375 workers struck work on 17th March, 1960. The management declared a lock-out. The lock-out was lifted and the workers resumed work on 12th April, 1960.

As a protest against the action of the management of Raveendra Mills Limited, Singanallur, in not conceding the demand of the workers for appointment of additional doffing boys for collecting and carrying empty bobbins, about 35 workers struck work on 11th April, 1960. On the mediation of the Labour Officer, the workers resumed work on 20th April, 1960.

ENGINEERING.

As a protest against the action of the management of the Indian Cable and Wire Industries, Guindy, in issuing an order of suspension on a worker, the workers numbering about 36 went on strike on 14th April, 1960. They resumed work on 15th April, 1960, on the mediation of the Labour Officer.

On the ground that the management of the Kundah Hydro-Electric Scheme, Nilgiris, did not concede the demand for redressal of grievances of the workers, workers numbering 5,010 and 3,169 struck work on 15th April, 1960 and 18th April, 1960, respectively. The strike continued at the end of the month.

PLANTATION.

There was a strike in Carrimoney Estate, Thadikarankonam, on 4th January, 1960. The management declared lock-out which has been continuing at the end of the month.

OTHER INDUSTRIES.

The management of India Leather Corporation, Madras, dismissed a worker and retrenched certain workers. In protest against this action, the workers of this Corporation numbering 14 struck work on 4th April, 1960. On the intervention of the Labour Officer the workers resumed work on 20th April, 1960.

... demand for increased wages, bonus, etc., was not conceded by the management of the Cauvery Sugars and Chemicals Limited, Pettaivaithalai, the workers numbering about 565 struck work on 11th March, 1960. As the Government referred the dispute for adjudication and prohibited the continuance of the strike, the workers resumed work on 15th April, 1960.

Twelve workers employed in K. Mohan Brothers, Madras, struck work on 11th April, 1960, in protest against the suspension of two workers. On the advice of the Labour Officer the workers resumed work on 18th April, 1960.

As the demand for graded wage scales was not conceded by the management of M. C. Appaswamy Chetty & Company, Madras, the workers numbering about 40 struck on 26th April, 1960. On the intervention of the Labour Officer, the workers resumed work on 28th April, 1960.

76 workers of Sakthivel Cigar Factory, Dindigul, struck work on 28th April, 1960, as their demand for wages and allowances was not conceded by the management. On the mediation of the Labour Officer, the workers resumed work on 9th May, 1960.

CENTRAL SPHERE.

Conciliation.

(1) The Regional Labour Commissioner (Central), Madras, held conciliation proceedings on 18th April, 1960 in the dispute between the Magnesite Workers' Munnetra Sangham, Salem, and the management of the Salem Magnesite (Private) Limited, regarding alleged illegal termination of services of Sri Dorai Raj and brought about an amicable settlement.

(2) The Regional Labour Commissioner (Central), Madras, held conciliation proceedings on 21st April, 1960, in the dispute between the Pandyan Insurance Employees Union, Madurai, and the management of the Pandyan Insurance Company Limited, Madurai, regarding terms for the year 1958. As no settlement could be reached the conciliation proceedings ended in failure.

(3) The Regional Labour Commissioner (Central), Madras, held conciliation proceedings on 21st April, 1960, in the dispute between the Pandyan Insurance Employees Union, Madurai, and the management of the Pandyan Insurance Company Limited, Madurai, regarding transfer of a senior clerk of the company and brought about an amicable settlement.

(4) The Regional Labour Commissioner (Central), Madras, held conciliation proceedings on 26th April, 1960, in the dispute between the Indian Overseas Bank Employees' Union, Madras, and the management of the Indian Overseas Bank Limited, Madras, regarding payment of bonus for the year 1959 and split duty allowance. As no settlement could be reached the conciliation proceedings ended in failure.

(5) The Conciliation Officer (Central), Madras, held conciliation proceedings on 29th April, 1960, in the dispute between the General Insurance Employees' Union, Southern Zone, Madras, and the Madras Regional Council Insurance Association of India regarding contribution to the Provident Fund and brought about an amicable settlement.

Particulars regarding disputes received, etc.:

(1) Number of industrial disputes received	10
(2) Number of industrial disputes settled	6
(3) Number of threatened strikes	..
(4) Number of strikes which materialised	..
(5) Number of Draft Standing Orders certified	3

Disputes referred for Adjudication.

The dispute between the management of the National and Grindlays Bank Limited, Madras, and their workmen as to whether by virtue of the duties performed by them, the checking clerks of the National and Grindlays Bank Limited, Armenian Street, Madras, are entitled to any special allowance as prescribed in paragraph 164 (c) of the Award of the All-India Industrial Tribunal (Bank Disputes) as modified by section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955 and if so how much and from what date after the 15th March, 1959, was referred to the Industrial Tribunal for adjudication.

STATE SPHERE.

CONCILIATION UNDER THE INDUSTRIAL DISPUTES ACT, 1947.

The Conciliation Officers enquired into and settled 650 disputes during the month of April, 1960. Sixty-seven of these were industrial disputes in which settlements were recorded under section 12 (3) of the Industrial Disputes Act. Details of the disputes settled by conciliation are given in the statistical supplement.

ADJUDICATION UNDER THE INDUSTRIAL DISPUTES ACT, 1947.

The State Government referred nineteen industrial disputes in which settlements could not be brought about by conciliation to the Industrial Tribunal, Madras, and to the Labour Courts at Madras, Coimbatore, and Madurai, for adjudication. The details of the disputes referred for adjudication are published in the Gazette under the statistical portion.

Thirty-one awards given by the Industrial Tribunal, Madras, and the Labour Courts, Madras, Coimbatore, and Madurai on industrial disputes referred to them were published in the *Fort. St. George Gazette* during the month of April, 1960.

WELFARE.

During the month of April, 1960, the Employment Offices in the State registered 15,576 applicants including 2,839 women, 2,537 Scheduled Caste/Tribe applicants and 401 Ex-Services personnel, and placed 2,271 applicants including 284 women, 329 Scheduled Caste/Tribe applicants and 74 Ex-Services personnel. 823 employers made use of the Employment Offices in the State during the month. 2,685 vacancies were notified to the Employment Offices and 12,572 applicants were submitted to employers for consideration. 1,28,412 applicants were awaiting employment assistance at the various employment offices in the State at the end of the month under review.

There was a dearth of trained personnel in the following occupations during the month under review :—

Draughtsmen (Civil and Mechanical).
Scientific Assistants (Electro Chemists)
Civil Engineering Supervisors.
Medical Officers (Men and Women).
Pharmacists.
Health Visitors/Assistants.
Electroplaters.
Boiler Attendant.
Laboratory Technicians.
Sanitary Inspectors.
Veterinary Graduates.
High School Assistants (B.T., L.T., B.Ed. in Maths. and Science).

Physical Training Instructors.
Machinists.
Geological Assistant.
Instructors (Blacksmithy and Carpentry).
Road Roller Drivers.
Field Assistants in Anti-Malaria.
Electricians Grade II.
Drivers with Heavy Endorsement Licence.
Electrical Superintendents Grade II.
Public Works Supervisors/Overseers.
Language Pandits (Urdu, Sanskrit, Telugu and Hindi).
Radiographers Grade II.
Maternity Assistants.

Surpluses continued to exist in the clerical and unskilled categories.

During the month, the Employment Office, Salem, sponsored four candidates to the Rourkela Steel Project. Further, a bulk demand for 26 categories of skilled workers was received from the Neiveli Lignite Corporation for which candidates were sponsored by the Employment Offices at Madurai, Cuddalore and Tiruchirapalli.

The following manpower schemes under the Second Five-Year Plan were in progress during the month :

(a) *The Employment Market Information Scheme* : Under the scheme on Collection of Employment Market Information, the Employment Market Report in the public sector for the quarter ended 30th September, 1959, was published. The enquiry for the quarter ended 31st March, 1960, was in progress. The total number of employers, establishments addressed, the number of live establishments and the number responded as on the last day of the month under review are as under :—

Sectors.	Number of establishments addressed.	Number of Live establishments.	Number responded at the end of the month.
Public ..	2186	2185	1080
Private ..	1320	1320	135

During the month, the District Employment Officer (Employment Market Information) attended a refresher course for the State Employment Market Information Officers in Directorate General of Resettlement and Employment, New Delhi.

(b) *Occupational Research and Analysis Scheme* : Under this scheme, the District Employment Officer (Occupational Information) completed the original work in respect of one industry and one Group relating to Matches and special types of Engineers and Technologists respectively. The detailed draft definition in respect of 24 occupations under group 'OO' are under preparation. Besides, 24 specific occupations were singled out peculiar to Match industry and detailed draft definitions for these occupations are also under preparation. The occupational information officer verified the definitions with reference to local institutions in respect of Family 825—"Makers

of Aerated waters and Brewers" and Family 670—"Telephone Operators, etc.," during the month.

(c) *The Youth Employment Service and Employment Counselling Scheme:* The Youth Employment Service and Employment Counselling unit attached to the District Employment Office, Madras, gave group guidance to 573 youths and individual guidance to 13 youths during the month. This unit also provided guidance information to 195 candidates during the month. Efforts were also made to collect information on the training facilities, details of courses of studies and apprenticeship for dissemination to applicants.

HOUSING.

Out of the 22 schemes sanctioned by the Government for the construction of 1508 houses at an estimated cost of Rs. 50.86 lakhs, the construction of 918 houses has been completed and foundation has been laid in respect of 50 houses. The construction of 540 houses has not yet been started.

EMPLOYEES' PROVIDENT FUNDS ACT, 1952.

During the month of April, 1960, 7 establishments were brought under the Employees Provident Funds Act bringing the total number of covered establishments to 874.

A sum of Rs. 19,33,572.00 was received as employers' and employees' contribution to the Fund.

The total number of covered employees in the Madras State at the end of the month was 2,74,204.

LABOUR LAWS AND ADMINISTRATION

(On request from employers and workers a labour enactment is being published in each issue embodying the latest amendments).

THE INDUSTRIAL DISPUTES ACT (XIV OF 1947).

11th March, 1947.

An Act to make provision for the investigation and settlement of industrial disputes, and for certain other purposes.

WHEREAS it is expedient to make provision for the investigation and settlement of industrial disputes, and for certain other purposes hereinafter appearing;

It is hereby enacted as follows:

CHAPTER I.

PRELIMINARY.

1. (1) *Short title, extent and commencement.*—This Act may be called The INDUSTRIAL DISPUTES ACT, 1947.

(2) It extends to the whole of India.

Provided that it shall not apply to the State of Jammu and Kashmir except to the extent to which the provisions of this Act relate to industrial disputes concerning workmen employed under the Government of India.

(3) It shall come into force on the first day of April, 1947.

2. *Definitions.*—In this Act, unless there is anything repugnant in the subject or context,—

(a) "appropriate Government" means—

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a banking or an insurance company, a mine, an oilfield, or a major port, the Central Government, and

(ii) in relation to any other industrial dispute, the State Government;

(aa) "average pay" means the average of the wages payable to a workman—

(i) in the case of monthly paid workman, in the three complete calendar months,

(ii) in the case of weekly paid workman, in the four complete weeks,

(iii) in the case of daily paid workman, in the twelve full working days,

preceding the date on which the average pay becomes payable if the workmen had worked for three complete calendar months or four complete weeks or twelve full working days, as the case may be, and where such calculation cannot be made, the average pay shall be calculated as the average of the wages payable to a workman during the period he actually worked;

(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under section 10-A;

(bb) "banking company" means a banking company as defined in section 5 of the Banking Companies Act, 1949 (X of 1949) having branches or other establishments in more than one State, and includes the State Bank of India and the Reserve Bank of India;

(c) "Board" means a Board of Conciliation constituted under this Act;

(d) "conciliation officer" means a conciliation officer appointed under this Act;

(e) "conciliation proceeding" means any proceeding held by a conciliation officer or Board under this Act;

(ee) "controlled industry" means any industry the control of which by the Union has been declared by any Central Act to be expedient in the public interest;

(eee) "continuous service" means uninterrupted service, and includes service which may be interrupted merely on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lockout or a cessation of work which is not due to any fault on the part of the workman;

(f) "court" means a Court of Inquiry constituted under this Act;

(g) "employer" means:

(i) in relation to an industry carried on by or under the authority of any department of the Central Government or a State Government, the authority prescribed in this behalf, or where no authority is prescribed, the head of the department;

(ii) in relation to an industry carried on by or on behalf of a local authority, the chief executive officer of that authority;

(h) * * * * *

(i) a person shall be deemed to be "independent" for the purpose of his appointment as the Chairman or other member of a Board, Court or Tribunal, if he is unconnected with the industrial dispute referred to such Board, Court or Tribunal or with any industry directly affected by such dispute;

Provided that no person shall cease to be independent by reason only of the fact that he is a shareholder of an incorporated company which is connected with, or likely to be affected by, such industrial dispute; but in such a case, he shall disclose to the appropriate Government the nature and extent of the shares held by him in such company;

(j) "Industry" means any business, trade, undertakings, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or a vocation of workmen;

(k) "industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employ-

ment or the terms of employment or with the conditions of labour, of any person;

(kk) "insurance company" means an insurance company as defined in section 8 of the Insurance Act, 1938 (IV of 1938), having branches or other establishments in more than one State;

(kka) "labour Court" means a Labour Court constituted under section 7.

(kkk) "lay-off" (with its grammatical variations and cognate expressions) means the failure, refusal or inability of an employer on account of shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery or for any other reason to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been retrenched;

Explanation.—Every workman whose name is borne on the muster rolls of the Industrial establishment and who presents himself for work at the establishment at the time appointed for the purpose during normal working hours on any day and is not given employment by the employer within two hours of his so presenting himself shall be deemed to have been laid off for that day within the meaning of this clause;

Provided that if the workman, instead of being given employment at the commencement of any shift for any day is asked to present himself for the purpose during the second half of the shift for the day and is given employment then, he shall be deemed to have been laid off only for one-half of that day;

Provided further that if he is not given any such employment even after so presenting himself, he shall not be deemed to have been laid off for the second half of the shift for the day and shall be entitled to full basic wages and dearness allowance for that part of the day;

(l) "lock-out" means the closing of a place of employment, or the suspension of work, or the refusal by an employer to continue to employ any number of persons employed by him;

(ll) "National Tribunal" means a National Industrial Tribunal constituted under section 7-B.

(m) "prescribed" means prescribed by rules made under this Act;

(n) "public utility service" means—

(i) any railway service;

(ii) any section of an industrial establishment, on the working of which the safety of the establishment or the workmen employed therein depends;

(iii) any postal, telegraph or telephone service;

(iv) an industry which supplies power, light or water to the public;

(v) any system of public conservancy or sanitation;

(vi) any industry specified in the Schedule which the appropriate Government may, if satisfied that public emergency of public interest so requires by notification in the Official Gazette declare to be a public utility service for the purposes of this Act, for such period as may be specified in the notification;

Provided that the period so specified shall not, in the first instance exceed six months but may, by a like notification, be extended from time to time, by any period not exceeding six months, at any one time if in the opinion of the appropriate Government public emergency or public interest requires such extension;

(o) "railway company" means a railway company as defined in section 3 of the Indian Railways Act, 1890 (IX of 1890).

(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) Voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(c) termination of the service of a workman on the ground of continued ill health;

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workman arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by parties thereto in such manner as may be prescribed and a copy thereof has been sent to the appropriate Government and the conciliation officer;

(q) "strike" means a cessation of work by a body of persons employed in any industry acting in combination, or a concerted refusal, or a refusal under a common understanding, of any number of persons who are or have been so employed to continue to work or to accept employment;

(r) "Tribunal" means an Industrial Tribunal constituted under section 7-A and includes an Industrial Tribunal constituted before 10th day of March, 1957, under this Act.

(rr) "wages" means all remuneration capable of being expressed in terms of money, which would, if the terms of employment, express or implied were fulfilled be payable to a workman in respect of his employment or of work done in such employment, and includes—

(i) such allowance (including dearness allowance) as the workman is for the time being entitled to;

(ii) the value of any house accommodation, or of supply of light, water, medical attendance or other amenity or of any service or of any concessional supply of foodgrains or other articles;

(iii) any travelling concession;

but does not include—

(a) any bonus;

(b) any contribution paid or payable by the employer to any pension fund or provident fund or for the benefit of the workman under any law for the time being in force;

(c) any gratuity payable on the termination of his service;

(s) "workman" means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i) who is subject to the Army Act, 1950, or the Air Force Act, 1950, or the Navy (Discipline) Act, 1934; or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

CHAPTER II.

AUTHORITIES UNDER THIS ACT.

3. (1) *Works Committee*.—In the case of any industrial establishment in which one hundred or more workmen are employed or have been employed on any day in the preceding twelve months the appropriate Government may by general or special order require the employer to constitute in the prescribed manner a Works Committee consisting of representatives of employers and workmen engaged in the establishment so however that the number of representative of workmen on the Committee shall not be less than the number of representatives of the employer. The representatives of the workmen shall be chosen in the prescribed manner from among the workmen engaged in the establishment and in consultation with their trade union, if any, registered under the Indian Trade Unions Act, 1926 (XVI of 1926).

(2) It shall be the duty of the Works Committee to promote measures for securing and preserving amity and good relations between the employers and workmen and, to that end to comment upon matters of their common interest or concern and endeavour to compose any material difference of opinion in respect of such matters.

4. (1) *Conciliation officers*.—The appropriate Government may, by notification in the Official Gazette, appoint such number of persons as it thinks fit, to be conciliation officers, charged with the duty of mediating in and promoting the settlement of industrial disputes.

(2) A conciliation officer may be appointed for a specified area or for specified industries in a specified area or for one or more specified industries and either permanently or for limited period.

5. (1) *Boards of conciliation*.—The appropriate Government may as occasion arises by notification in the Official Gazette constitute a Board of Conciliation for promoting the settlement of an industrial dispute.

(2) A Board shall consist of a Chairman and two or four other members, as the appropriate Government thinks fit.

(3) The Chairman shall be an independent person and the other members shall be persons appointed in equal numbers to represent the parties to the dispute and any person appointed to represent a party shall be appointed on the recommendation of that party;

Provided that, if any party fails to make a recommendation as aforesaid within the prescribed time, the appropriate Government shall appoint such persons as it thinks fit to represent that party;

(4) A Board, having the prescribed quorum, may act notwithstanding the absence of the Chairman or any of its members or any vacancy in its number ;

Provided that if the appropriate Government notifies the Board that the services of the Chairman or any other member have ceased to be available the Board shall not act until a new Chairman or member, as the case may be has been appointed.

6. (1) *Courts of Inquiry*.—The appropriate Government may as occasion arises by notification in the Official Gazette constitute a Court of Inquiry for inquiring into any matter appearing to be connected with or relevant to an industrial dispute.

(2) A Court may consist of one independent person or of such number of independent persons as the appropriate Government may think fit and where a Court consists of two or more members, one of them shall be appointed as the Chairman.

(3) A Court, having the prescribed quorum, may act notwithstanding the absence of the Chairman or any of its members or any vacancy in its number ;

Provided that, if the appropriate Government notifies the Court that the services of the Chairman have ceased to be available, the Court shall not act until a new Chairman has been appointed.

7. *Labour Courts*.—(1) The appropriate Government may, by notification in the official Gazette, constitute one or more Labour Courts for the adjudication of industrial disputes relating to any matter specified in the Second Schedule and for performing such other functions as may be assigned to them under this Act.

(2) A Labour Court shall consist of one person only to be appointed by the appropriate Government.

(3) A person shall not be qualified for appointment as the presiding officer of a Labour Court, unless—

(a) he has held any judicial office in India for not less than seven years ;

(b) he has been the presiding officer of a Labour Court constituted under any Provincial Act or State Act for not less than five years ;

7-A. (1) *Tribunals*.—The appropriate Government may by notification in the Official Gazette, constitute one or more Industrial Tribunals for the adjudication of Industrial disputes relating to any matter, whether specified in the Second Schedule or the Third Schedule.

(2) A Tribunal shall consist of one person only to be appointed by the appropriate Government.

(3) A person shall not be qualified for appointment as the presiding officer of a Tribunal unless—

(a) he is, or has been a Judge of a High Court ; or

(b) he has held the office of the Chairman or any other member of the Labour Appellate Tribunal constituted under the Industrial Disputes (Appellate Tribunal) Act, 1950, or of any Tribunal, for a period of not less than two years.

(4) The appropriate Government may, if it so thinks fit, appoint two persons as assessors to advise the Tribunal in the proceeding before it.

7-B. (1) *National Tribunals*.—The Central Government may, by notification in the Official Gazette, constitute one or more National Industrial Tribu-

nals for the adjudication of industrial disputes which, in the opinion of Central Government, involves questions of a national importance or are of such of a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such disputes.

(2) A National Tribunal shall consist of one person only to be appointed by the Central Government.

(3) A person shall not be qualified for appointment as the presiding officer of a National Tribunal unless—

(a) he is, or has been, a judge of a High Court ;

(b) He has held the office of the Chairman or any other member of the Labour Appellate Tribunal constituted under the Industrial Disputes (Appellate Tribunal) Act, 1950, for a period of not less than two years.

(4) The Central Government may, if it so thinks fit, appoint two persons as assessors to advise the National Tribunal in the proceeding before it.

7-C. *Disqualifications for the presiding officers of Labour Courts, Tribunals and National Tribunals*.—No person shall be appointed to, or continue in, the office of the presiding officer of a Labour Court, Tribunal or National Tribunal, if—

(a) he is not an independent person ; or

(b) he has attained the age of sixty-five years.

8. *Filling of vacancies*.—If, for any reason a vacancy (other than a temporary absence) occurs in the office of the presiding officer of a Labour Court, Tribunal or National Tribunal or in the office of the Chairman or any other member of a Board or Court, then, in the case of a National Tribunal, the Central Government and in any other case, the appropriate Government, shall appoint another person in accordance with the provisions of this Act to fill the vacancy, and the proceeding may be continued before the Labour Court, Tribunal, National Tribunal, Board or Court, as the case may be, from the stage at which the vacancy is filled.

9. (1) *Finality of orders constituting Boards, etc.*—No order of the appropriate Government or of the Central Government appointing any person as the Chairman or any other member of a Board or Court on as the presiding officer of a Labour Court, Tribunal or National Tribunal shall be called in question in any manner ; and no act or proceeding before any Board or Court shall be called in any question in any manner on the ground merely of the existence of any vacancy in, or defect in the constitution of, such Board or Court.

(2) No settlement arrived at in the course of a conciliation proceeding shall be invalid by reason only of the fact that such settlement was arrived at after the expiry of the period referred to in sub-section (6) of section 12 or sub-section (5) of section 13, as the case may be.

(3) Where the report of any settlement arrived at in the course of conciliation proceeding before a Board is signed by the Chairman and all the other members of the Board, no such settlement shall be invalid by reason only of the casual or unforeseen absence of any of the members (including the Chairman) of the Board during any stage of the proceeding.

CHAPTER II-A.

NOTICE OF CHANGE.

9-A. *Notice of change*.—No employer, who proposes to effect any change in the conditions of service applicable to any workmen in respect of any matter specified in the Fourth Schedule, shall effect such change :—

(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected ; or

(b) within twenty-one days of giving such notice ;

Provided that no notice shall be required for effecting any such change :

(a) where the change is effected in pursuance of any settlement, award or decision of the Appellate Tribunal constituted under the Industrial Disputes (Appellate Tribunal) Act, 1950 ; or

(b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services, (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the official Gazette, apply.

9-B. *Power of Government to exempt.*—Where the appropriate Government is of opinion that the application of the provisions of section 9-A to any class of industrial establishments or to any class of workmen employed in any industrial establishment affect the employers in relation thereto so prejudicially that such application may cause serious repercussion on the industry concerned and that public interest so requires, the appropriate Government may, by notification in the Official Gazette, direct that the provisions of the said section shall not apply or shall apply, subject to such conditions as may be specified in the notification to that class of industrial establishments or to that class of workmen employed in any industrial establishment.

CHAPTER III

REFERENCE OF DISPUTES TO BOARDS, COURTS OR TRIBUNALS.

10. (1) *Reference of disputes to Boards, Courts or Tribunals.*—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 disputes 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).

Provided further that where the dispute relates to a public utility service and a notice under section 22 has been given, the appropriate Government shall, unless it considers that the notice has been frivolously or vexatiously given

or that it would be inexpedient so to do, make a reference under this sub-section notwithstanding that any other proceedings under this Act in respect of the dispute may have commenced.

(1-A) Where the Central Government is of opinion that any industrial dispute exists or is apprehended and the dispute involves any question of national importance or is of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such dispute and that the dispute should be adjudicated by a National Tribunal, then, the Central Government may, whether or not it is the appropriate Government in relation to that dispute, at any time, by order in writing, 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 National Tribunal for adjudication.

(2) Where the parties to an industrial dispute apply in the prescribed manner, whether jointly or separately for a reference of the dispute to a Board, Court, Labour Court, Tribunal or National Tribunal, the appropriate Government, if satisfied that the persons applying represent the majority of each party, shall make the reference accordingly.

(3) Where an industrial dispute has been referred to a Board, Labour Court, Tribunal or National Tribunal under this section, the appropriate Government may by order prohibit the continuance of any strike or lock-out in connection with such dispute which may be in existence on the date of the reference.

(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.

(5) Where a dispute concerning any establishment or establishments has been, or is to be, referred to a Labour Court, Tribunal or National Tribunal under this section and the appropriate Government is of opinion, whether on an application made to it in this behalf or otherwise, that the dispute, is of such a nature that any other establishment, group or class of establishments of a similar nature is likely to be interested in, or affected by, such dispute, the appropriate Government may, at the time of making the reference or at any time thereafter but before the submission of the award, include in that reference such establishment, group or class of establishments, whether or not at the time of such inclusion any dispute exists or is apprehended in that establishment, group or class of establishments.

(6) Where any reference has been made under sub-section (1-A) to a National Tribunal, then, notwithstanding anything contained in this Act, no Labour Court or Tribunal shall have jurisdiction to adjudicate upon any matter which is under adjudication before the National Tribunal, and accordingly:

(a) if the matter under adjudication before the National Tribunal is pending in a proceeding before a Labour Court or Tribunal, the proceeding before the Labour Court or the Tribunal, as the case may be, in so far as it relates to such matter, shall be deemed to have been quashed on such reference to the National Tribunal ;

(b) it shall not be lawful for the appropriate Government to refer the matter under adjudication before the National Tribunal to any Labour Court

or Tribunal for adjudication during the pendency of the proceeding in relation to such matter before the National Tribunal.

(7) Where any industrial dispute, in relation to which the Central Government is not the appropriate Government, is referred to a National Tribunal, then notwithstanding anything contained in this Act, any reference in section 15, section 17, section 19, section 33-A, section 33-B and section 36-A to the appropriate Government in relation to such dispute shall be construed as a reference to the Central Government but, save as aforesaid and otherwise expressly provided in this Act, any reference in any other provision of this Act to the appropriate Government in relation to that dispute shall mean a reference to the State Government.

10 A. *Voluntary reference of disputes to arbitration.*—(1) Where any industrial dispute exists or is apprehended and the employer and the workmen agree to refer the dispute to arbitration, they may, at any time before the dispute has been referred under section 10 to a Labour Court or Tribunal or National Tribunal, by a written agreement, refer the dispute to arbitration and the reference shall be to such person or persons (including the presiding officer of a Labour Court or Tribunal or National Tribunal) as an arbitrator or arbitrators as may be specified in the arbitration agreement.

(2) An arbitration agreement referred to in sub-section (1) shall be in such form and shall be signed by the parties thereto in such manner as may be prescribed.

(3) A copy of the arbitration agreement shall be forwarded to the appropriate Government and the conciliation officer and the appropriate Government shall, within fourteen days from the date of the receipt of such copy, publish the same in the Official Gazette;

(4) The arbitrator or arbitrators shall investigate the dispute and submit to the appropriate Government the arbitration award signed by the arbitrator or all the arbitrators, as the case may be.

(5) Nothing in the Arbitration Act, 1940, shall apply to arbitrations under this section.

CHAPTER IV.

PROCEDURE, POWERS AND DUTIES OF AUTHORITIES.

11. *Procedure and powers of Conciliation Officers, Boards, Court and Tribunals.*—

(1) Subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal, shall follow such procedure as the arbitrator or other authority concerned may think fit.

(2) A Conciliation Officer or a member of a Board, or Court or the presiding officer of a Labour Court, Tribunal or National Tribunal may for the purpose of inquiry into any existing or apprehended industrial dispute, after giving reasonable notice, enter the premises occupied by any establishment to which the dispute relates.

(3) Every Board, Court, Labour Court, Tribunal and National Tribunal shall have the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908, when trying a suit in respect of the following matters, namely:—

- (a) enforcing the attendance of any person and examining him on oath;
- (b) compelling the production of documents and material objects;
- (c) issuing commissions for the examination of witnesses;

(d) in respect of such other matters as may be prescribed.

and every inquiry or investigation by a Board, Court, Labour Court, Tribunal or National Tribunal shall be deemed to be a judicial proceeding within the meaning of sections 193 and 228 of the Indian Penal Code.

(4) A conciliation officer may call for and inspect any document which he has ground for considering to be relevant to the industrial dispute or to be necessary for the purpose of verifying the implementation of any award or carrying out any other duty imposed on him under this Act, and for the aforesaid purposes, the conciliation officer shall have the same powers as are vested in a civil Court under the Code of Civil Procedure, 1908 in respect of compelling the production of documents.

(5) A Court, Labour Court, Tribunal or National Tribunal may, if it so thinks fit, appoint one or more persons having special knowledge of the matter under consideration as assessor or assessors to advise it in the proceeding before it.

(6) All conciliation officers, members of a Board or Court and the presiding officers of a Labour Court, Tribunal or National Tribunal shall be deemed to be public servants within the meaning of section 21 of the Indian Penal Code.

(7) Subject to any rules made under this Act, the cost of, and incidental to, any proceeding before a Labour Court, Tribunal or National Tribunal shall be in the discretion of that Labour Court, Tribunal or National Tribunal and the Labour Court, Tribunal, or National Tribunal, as the case may be, shall have full power to determine by and to whom and to what extent and subject to what conditions, if any, such costs are to be paid, and to give all necessary directions for the purposes aforesaid and such costs may, on application made to the appropriate Government by the person entitled, be recovered by that Government in the same manner as an arrear of land revenue.

(8) Every Labour Court, Tribunal or National Tribunal shall be deemed to be a civil Court for the purposes of sections 180 and 182 of the Code of Criminal Procedure, 1898.

12. *Duties of Conciliation Officers.*—(1) Where any industrial dispute exists or apprehended, the conciliation officer may, or where the dispute relates to a public utility service and a notice under section 22 has been given shall, hold conciliation proceedings in the prescribed manner.

(2) The conciliation officer shall, for the purpose of bringing about a settlement of the dispute, without delay investigate the dispute and all matters affecting the merits and the right settlement thereof and may do all such things as he thinks fit for the purpose of inducing the parties to come to a fair and amicable settlement of the dispute.

(3) If a settlement of the dispute or of any of the matters in dispute is arrived at in the course of the conciliation proceedings the conciliation officer shall send a report thereof to the appropriate Government together with a memorandum of the settlement signed by the parties to the dispute.

(4) If no such settlement is arrived at, the conciliation officer shall, as soon as practicable after the close of the investigation, send to the appropriate Government a full report setting forth the steps taken by him for ascertaining the facts and circumstances relating to the disputes and for the bringing about a settlement, thereof, together with a full statement of such facts and circumstances, and the reasons on account of which, in his opinion, a settlement could not be arrived at.

(5) If, on a consideration of the report referred to in sub-section (4), the appropriate Government is satisfied that there is a case for reference to a Board, Labour Court, Tribunal or National Tribunal, it may make such reference. Where the appropriate Government does not make such a reference, it shall record and communicate to the parties concerned its reasons therefor.

(6) A report under this section shall be submitted within fourteen days of the commencement of the conciliation proceedings or within such shorter period as may be fixed by the appropriate Government.

Provided that the time for the submission of the report may be extended by such period as may be agreed upon in writing by all the parties to the dispute.

13. *Duties of Boards.*—(1) Where a dispute has been referred to a Board under this Act, it shall be the duty of the Board to endeavour to bring about a settlement of the same and for this purpose the Board shall, in such manner as it thinks fit and without delay, investigate the dispute and all matters affecting the merits and the right settlement thereof and may do all such things as it thinks fit for the purpose of inducing the parties to come to a fair and amicable settlement of the dispute.

(2) If a settlement of the dispute or of any of the matters in dispute is arrived at in the course of the conciliation proceedings, the Board shall send a report thereof to the appropriate Government together with a memorandum of the settlement signed by the parties to the dispute.

(3) If no such settlement is arrived at, the Board shall, as soon as practicable after the close of the investigation, send to the appropriate Government a full report setting forth the proceedings and steps taken by the Board for ascertaining the facts and circumstances relating to the dispute and for bringing about a settlement thereof, together, with a full statement of such facts and circumstances, its findings thereon, the reasons on account of which, in its opinion, a settlement could not be arrived at and its recommendations for the determination of the dispute.

(4) If, on the receipt of a report under sub-section (3) in respect of a dispute relating to a public utility service, the appropriate Government does not make a reference to a Labour Court, Tribunal or National Tribunal under section 10, it shall record and communicate to the parties concerned its reasons therefor.

(5) The Board shall submit its report under this section within two months of the date on which the dispute was referred to it or within such shorter period as may be fixed by the appropriate Government :

Provided that the appropriate Government may from time to time extend the time for the submission of the report by such further periods not exceeding two months in the aggregate :

Provided further that the time for the submission of the report may be extended by such period as may be agreed on in writing by all the parties to the dispute.

14. *Duties of Courts.*—A Court shall inquire into the matters referred to it and report thereon to the appropriate Government ordinarily within a period of six months from the commencement of its inquiry.

15. *Duties of Labour Courts, Tribunals and National Tribunals.*—Where an industrial dispute has been referred to a Labour Court, Tribunal or National Tribunal for adjudication, it shall hold its proceedings expeditiously and shall,

as soon as it is practicable on the conclusion thereof, submit its awards to the appropriate Government.

16. *Form of report or award.*—(1) The report of a Board or Court shall be in writing and shall be signed by all the members of the Board or Court, as the case may be :

Provided that nothing in this section shall be deemed to prevent any member of the Board or Court from recording any minute of dissent from a report or from any recommendation made therein.

(2) The award of a Labour Court or Tribunal or National Tribunal shall be in writing and shall be signed by its presiding officer.

17. *Publication of reports and awards.*—(1) Every report of a Board or Court together with any minute of dissent recorded therewith, every arbitration award and every award of a Labour Court, Tribunal or National Tribunal shall, within a period of thirty days from the date of its receipt by the appropriate Government, be published in such manner as the appropriate Government thinks fit.

(2) Subject to the provisions of section 17-A, the award published under sub-section (1) shall be final and shall not be called in question by any Court in any manner whatsoever.

17-A. *Commencement of the award.*—(1) An award (including an arbitration award) shall become enforceable on the expiry of thirty days from the date of its publication under section 17 :

Provided that :

(a) if the appropriate Government is of opinion, in any case where the award has been given by a Labour Court or Tribunal in relation to an industrial dispute to which it is a party ; or

(b) if the Central Government is of opinion, in any case where the award has been given by a National Tribunal,

that it will be inexpedient on public grounds affecting national economy or social justice to give effect to the whole or any part of the award, the appropriate Government, or as the case may be, the Central Government may, by notification in the Official Gazette, declare that the award shall not become enforceable on the expiry of the said period of thirty days.

(2) Where any declaration has been made in relation to an award under the proviso to sub-section (1), the appropriate Government or the Central Government may, within ninety days from the date of publication of the award under section 17, make an order rejecting or modifying the award, and shall, on the first available opportunity lay the award together with a copy of the order before the Legislature of the State, if the order has been made by a State Government, or before Parliament, if the order has been made by the Central Government.

(3) Where any award as rejected or modified by an order made under sub-section (2) is laid before the Legislature of a State or before Parliament, such award shall become enforceable on the expiry of fifteen days from the date on which it is so laid; and where no order under sub-section (2) is made in pursuance of a declaration under the proviso to sub-section (1), the award shall become enforceable on the expiry of the period of ninety days referred to in sub-section (2).

(4) Subject to the provisions of sub-section (1) and sub-section (3) regarding the enforceability of an award, the award shall come into operation with effect from such date as may be specified therein, but where no date is

so specified, it shall come into operation on the date when the award becomes enforceable under sub-section (1) or sub-section (3), as the case may be.

18. *Persons on whom settlements and award are binding.*—(1) A settlement arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

(2) An arbitration award which has become enforceable shall be binding on the parties to the agreement who referred the dispute to arbitration.

(3) A settlement arrived at in the course of conciliation proceedings under this Act or an award of a Labour Court, Tribunal or National Tribunal which has become enforceable shall be binding on—

(a) all parties to the industrial dispute ;

(b) all other parties summoned to appear in the proceedings, as parties to the dispute, unless the Board, Labour Court, Tribunal or National Tribunal as the case may be, records the opinion that they were so summoned without proper cause ;

(c) where a party referred to in clause (a) or clause (b) is an employer, his heir, successors or assigns in respect of the establishment to which the dispute relates ;

(d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part.

19. *Period of operation of settlement and awards.*—(1) A settlement shall come into operation on such date as is agreed upon by the parties to the dispute, and if no date is agreed upon, on the date on which the memorandum of the settlement is signed by the parties to the dispute.

(2) Such settlement shall be binding for such period as is agreed upon by the parties, and if no such period is agreed upon, for a period of six months, from the date on which the memorandum of settlement is signed by the parties to the dispute and shall continue to be binding on the parties after the expiry of the period aforesaid, until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement.

(3) An award shall, subject to the provisions of this section, remain in operation for a period of one year from the date on which the award becomes enforceable under section 17-A.

Provided that the appropriate Government may reduce the said period and fix such period as it thinks fit :

Provided further that the appropriate Government may, before the expiry of the said period, extend the period of operation by any period not exceeding one year at a time as it thinks fit so, however, that the total period of operation of any award does not exceed three years from the date on which it came into operation.

(4) Where the appropriate Government, whether of its own motion or on the application of any party bound by the award, considers that since the award was made, there has been a material change in the circumstances on which it was based, the appropriate Government may refer the award or a part of it to a Labour Court, if the award was that of a Labour Court or to a Tribunal, if the award was that of a Tribunal or of a National Tribunal for

decision whether the period of operation should not, by reason of such change, be shortened and the decision of Labour Court or the Tribunal, as the case may be on such reference shall be final.

(5) Nothing contained in sub-section (3) shall apply to any award which by its nature, terms or other circumstances does not impose, after it has been given effect to, any continuing obligation on the parties bound by the award.

(6) Notwithstanding the expiry of the period of operation under sub-section (3), award shall continue to be binding on the parties until a period of two months has elapsed from the date on which notice is given by any party bound by the award to the other party or parties intimating its intention to terminate the award.

20. *Commencement and conclusion of proceedings.*—(1) Conciliation proceeding shall be deemed to have commenced on the date on which a notice of strike or lock-out under section 22 is received by the conciliation officer or on the date of the order referring the dispute to a Board, as the case may be.

(2) A conciliation proceeding shall be deemed to have concluded—

(a) where a settlement is arrived at, when a memorandum of the settlement is signed by the parties to the dispute ;

(b) where no settlement is arrived at, when the report of the conciliation officer is received by the appropriate Government or when the report of the Board is published under section 17, as the case may be ; or

(c) when a reference is made to a Court, Labour Court, Tribunal or National Tribunal under section 10 during the pendency of conciliation proceedings.

(3) Proceedings before an arbitrator under section 10-A or before a Labour Court, Tribunal or National Tribunal shall be deemed to have commenced on the date of the reference of the dispute for arbitration or adjudication, as the case may be and such proceedings shall be deemed to have concluded on the date on which the award becomes enforceable under section 17-A.

21. *Certain matters to be kept confidential.*—There shall not be included in any report or award under this Act any information obtained by a Conciliation Officer, Board, Court, Labour Court, Tribunal, National Tribunal or an arbitrator in the course of any investigation or inquiry as to a trade union or as to any individual business (whether carried on by a person, firm or company) which is not available otherwise than through the evidence given before such officer, Board, Court, Labour Court, Tribunal, National Tribunal or arbitrator if the trade union, person, firm or company in question has made a request in writing to the Conciliation Officer, Board, Court, Labour Court, Tribunal, National Tribunal or arbitrator, as the case may be, that such information shall be treated as confidential; nor shall such conciliation officer or any individual member of the Board, or Court or the presiding officer of the Labour Court, Tribunal or National Tribunal or the arbitrator or any person present at or concerned in the proceedings disclosed any such information without the consent in writing of the secretary of the trade union or the person, firm or company in question, as the case may be :

Provided that nothing contained in this section shall apply to a disclosure of any such information for the purposes of a prosecution under section 193 of the Indian Penal Code.

CHAPTER V.

STRIKES AND LOCK-OUTS.

22. *Prohibition of strikes and lock-outs.*—(1) No person employed in a public utility service shall go on strike in breach of contract—

- (a) without giving to the employer notice of strike, as hereinafter provided, within six weeks before striking; or
- (b) within fourteen days of giving such notice; or
- (c) before the expiry of the date of strike specified in any such notice as aforesaid; or

(d) during the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings.

(2) No employer carrying on any public utility service shall lock-out any of his workmen :—

- (a) without giving them notice of lock-out as hereinafter provided, within six weeks before locking-out; or
- (b) within fourteen days of giving such notice; or
- (c) before the expiry of the date of lock-out specified in any such notice as aforesaid; or

(d) during the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings.

(3) The notice of lock-out or strike under this section shall not be necessary where there is already in existence a strike or, as the case may be, lock-out in the public utility service, but the employer shall send intimation of such lock-out or strike on the day on which it is declared, to such authority as may be specified by the appropriate Government either generally or for a particular area or for a particular class of public utility services.

(4) The notice of strike referred to in sub-section (1) shall be given by such number of persons to such person or persons and in such manner as may be prescribed.

(5) The notice of lock-out referred to in sub-section (2) shall be given in such manner as may be prescribed.

(6) If on any day an employer receives from any persons employed by him any such notices as are referred to in sub-section (1) or gives to any persons employed by him any such notices as are referred to in sub-section (2), he shall within five days thereof report to the appropriate Government or to such authority as that Government may prescribe the number of such notices received or given on that day.

23. *General prohibition of strike and lock-out.*—No workman who is employed in any industrial establishment shall go on strike in breach of contract and no employer of any such workman shall declare a lock-out.

(a) during the pendency of conciliation proceedings before a Board and seven days after the conclusion of such proceedings;

(b) during the pendency of proceedings before a Labour Court, Tribunal or National Tribunal and two months after the conclusion of such proceedings; or

(c) during any period in which a settlement or award is in operation, in respect of any of the matters covered by the settlement or award.

24. *Illegal strikes and lock-outs.*—(1) A strike or a lock-out shall be illegal if—

- (i) it is commenced or declared in contravention of section 22 or section 23; or
- (ii) it is continued in contravention of an order made under sub-section (3) of section 10.

(2) Where a strike or lock-out in pursuance of an industrial dispute has already commenced and is in existence at the time of the reference of the dispute to a Board, Labour Court, Tribunal or National Tribunal, the continuance of such strike or lock-out shall not be deemed to be illegal, provided that such strike or lock-out was not at its commencement in contravention of the provisions of this Act or the continuance thereof was not prohibited under sub-section (3) of section 10.

(3) A lock-out declared in consequence of an illegal strike or a strike declared in consequence of an illegal lock-out shall not be deemed to be illegal.

25. *Prohibition of financial aid to illegal strikes and lock-outs.*—No person shall knowingly expend or apply any money in direct furtherance or support of any illegal strike or lock-out.

CHAPTER V-A.

LAY-OFF AND RETRENCHMENT.

25-A. *Application of sections 25-C to 25-E.*—(1) Sections 25-C to 25-E, inclusive shall not apply—

(a) to industrial establishments in which less than fifty workmen on an average per working day have been employed in the preceding calendar month; or

(b) to industrial establishments which are of a seasonal character or in which work is performed only intermittently.

(2) If a question arises whether an industrial establishment is of a seasonal character or whether work is performed therein only intermittently, the decision of the appropriate Government thereon shall be final.

Explanation.—In this section and in section 25-C, 25-D and 25-E “industrial establishment” means—

(i) a factory as defined in clause (m) of section 2 of the Factories Act, 1948; or

(ii) a mine as defined in clause (j) of section 2 of the Mines Act, 1952; or

(iii) a plantation as defined in clause (f) of section 2 of the plantation Labour Act, 1951.

25-B. *Definition of one year of continuous service.*—For the purposes of section 25-C and 25-F, a workman who, during a period of twelve calendar months, has actually worked in an industry for not less than two hundred and forty days shall be deemed to have completed one year of continuous service in the industry.

Explanation.—In computing the number of days on which a workman has actually worked in an industry, the days on which—

(a) he has been laid-off under an agreement or as permitted by Standing Orders made under the Industrial Employment (Standing Orders) Act, 1946, or under this Act or under any other law applicable to the industrial establishment, the largest number of days during which he has been so laid-off being taken into account for the purposes of this clause,

(b) he has been on leave with full wages, earned in the previous year, and

(c) in the case of a female, she has been on maternity leave, so however that the total period of such maternity leave shall not exceed twelve weeks shall be included.

25-C. *Right of workmen laid-off for compensation.*—(1) Whenever a workman (other than a badli workman or a casual workman) whose name is borne on the muster rolls of an industrial establishment and who has completed not less than one year of continuous service under an employer is laid-off, he shall be paid by the employer for all days during which he is so laid-off, except for such weekly holidays as may intervene, compensation which shall be equal to fifty per cent. of the total of the basic wages and dearness allowance that would have been payable to him had he not been so laid-off:

Provided that the compensation payable to workman during any period of twelve months shall not be far more than forty-five days.

Explanation.—‘Badli Workmen’ means workman who is employed in an industrial establishment in the place of another workman whose name is borne on the muster rolls of the establishment, but shall cease to be regarded as such for the purposes of this section, if he has completed one year of continuous service in the establishment.

(2) Notwithstanding anything contained in the proviso to sub-section (1), if during any period of twelve months, a workman is laid-off for more than forty-five days, whether continuously or intermittently, and the lay-off after the expiry of the first forty-five days comprises continuous periods of one week or more, the workman shall, unless there is any agreement to the contrary between him and the employer, be paid for all the days comprised in every such subsequent period of lay-off for one week or more compensation at the rate specified in sub-section (1):

Provided that it shall be lawful for the employer in any case falling within this sub-section to retrench the workman in accordance with the provisions contained in section 25-F at any time after the expiry of the first forty-five days of lay-off and when he does so, any compensation paid to the workman for having been laid-off during the preceding twelve months may be set off against the compensation payable for retrenchment.

25-D. *Duty of an employer to maintain muster rolls of workmen.*—Notwithstanding that workmen in any industrial establishment have been laid-off, it shall be the duty of every employer to maintain for the purposes of this Chapter a muster roll, and to provide for the making of entries therein by workmen who may present themselves for work at the establishment at the appointed time during normal working hours.

25-E.—*Workmen not entitled to compensation in certain cases.*—No compensation shall be paid to a workman who has been laid-off—

(i) if he refuses to accept any alternative employment in the same establishment from which he has been laid-off, or in any other establishment belonging to the same employer situate in the same town or village or situate within a radius of five miles from the establishment to which he belongs, if, in the opinion of the employer, such alternative employment does not call for any special skill or previous experience and can be done by the workman, provided that the wages which would normally have been paid to the workman are offered for the alternative employment also;

(ii) if he does not present himself for work at the establishment at the appointed time during normal working hours at least once a day;

(iii) if such laying-off is due to a strike or slowing down of production on the part of workmen in another part of the establishment.

25-F. *Conditions precedent to retrenchment of workmen.*—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government.

25-FF. *Compensation to workmen in case of transfer of undertakings.*—Where the ownership or management of an undertaking is transferred, whether by agreement or by operation of law, from the employer in relation to that undertaking to a new employer, every workman who has been in continuous service for not less than one year in that undertaking immediately before such transfer shall be entitled to notice and compensation in accordance with the provisions of section 25-F, as if the workman had been retrenched:

Provided that nothing in this section shall apply to a workman in any case where there has been a change of employers by reason of the transfer, if—

(a) the service of the workman has not been interrupted by such transfer;

(b) the terms and conditions of service applicable to the workman after such transfer are not in any way less favourable to the workman than those applicable to him immediately before the transfer; and

(c) the new employer is, under the terms of such transfer or otherwise, legally liable to pay to the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by the transfer.

25-FFF. *Compensation to workmen in case of closing down of undertakings.*—(1) Where an undertaking is closed down for any reason whatsoever, every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of such section (2), be entitled to notice and compensation in accordance with the provisions of section 25-F, as if the workman had been retrenched:

Provided that where the undertaking is closed down on account of unavoidable circumstances beyond the control of the employer, the compensation to be paid to the workman under clause (b) of section 25-F shall not exceed his average pay for three months.

Explanation.—An undertaking which is closed down by reason merely of financial difficulties (including financial losses) or accumulation of undisposed of stocks shall not be deemed to have been closed down on account of unavoidable circumstances beyond the control of the employer within the meaning of the proviso to this sub-section.

(2) Where any undertaking set-up for the construction of buildings, bridges, roads, canals, dams or other construction work is closed down on account of the completion of the work within two years from the date on which

the undertaking had been set up, no workman employed therein shall be entitled to any compensation under clause (b) of section 25-F, but if the construction work is not so completed within two years, he shall be entitled to notice and compensation under that section for every completed year of service or any part thereof in excess of six months.

25-G.—*Procedure for retrenchment.*—Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25-H.—*Re-employment of retrenched workmen.*—Where any workmen are retrenched, and the employer proposes to take into his employ any person, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen to offer themselves for re-employment, and the retrenched workmen who offer themselves for re-employment shall have preference over other persons.

25-I. * * * * *

25. J. *Effect of laws inconsistent with this Chapter.*—(1) The provisions of this Chapter shall have effect notwithstanding anything inconsistent therewith contained in any other law (including Standing Orders made under the Industrial Employment (Standing Orders) Act, 1946.

Provided that nothing contained in this Act shall have effect to derogate from any right which a workman has under the Minimum Wages Act, 1948 (XI of 1948) or any notification or order issued thereunder or any award for the time being in operation or any contract with the employer.

(2) For the removal of doubts, it is hereby declared that nothing contained in this Chapter shall be deemed to affect the provisions of any other law for the time being in force in any State in so far as that law provides for the settlement of industrial disputes, but the rights and liabilities of employers and workmen in so far as they relate to lay-off and retrenchment shall be determined in accordance with the provisions of this Chapter.

CHAPTER VI.

PENALTIES.

26. *Penalty for illegal strike and lock-outs.*—(1) Any workman who commences, continues or otherwise acts in furtherance of, a strike which is illegal under this Act, shall be punishable with imprisonment for a term which may extend to one month or with fine which may extend to fifty rupees, or with both.

(2) Any employer who commences, continues, or otherwise, acts in furtherance of a lock-out which is illegal under this Act, shall be punishable with imprisonment for a term which may extend to one month, or with fine which may extend to one thousand rupees, or with both.

27. *Penalty for instigation, etc.*—Any person who instigates or incites others to take part in, or otherwise acts in furtherance of, a strike or lock-out which is illegal under this Act, shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to one thousand rupees or with both.

28. *Penalty for giving financial aid to illegal strikes and lock-outs.*—Any person who knowingly expends or applies any money in direct furtherance or support of any illegal strike or lock-out shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to one thousand rupees, or with both.

29. *Penalty for breach of settlement or award.*—Any person who commits a breach of any term of any settlement or award, which is binding on him under this Act, shall be punishable with imprisonment for a term which may extend to six months, or with fine, or with both, and the Court trying the offence, if it fines the offender, may direct that the whole or any part of the fine realised from him shall be paid, by way of compensation, to any person who, in its opinion, has been injured by such breach.

30. *Penalty for disclosing confidential information.*—Any person who wilfully discloses any such information as is referred to in section 21 in contravention of the provisions of that section shall, on complaint made by or on behalf of the trade union or individual business affected, be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to one thousand rupees, or with both.

31. (1) *Penalty for other offences.*—Any employer who contravenes the provisions of section 33 shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to one thousand rupees, or with both.

(2) Whoever contravenes any of the provisions of this Act or any rule made thereunder shall, if no other penalty is elsewhere provided by or under this Act for such contravention, be punishable with fine which may extend to one hundred rupees.

CHAPTER VII.

MISCELLANEOUS.

32. *Offence by companies, etc.*—Where a person committing an offence under this Act is a company or other body corporate, or an association of persons (whether incorporated or not), every director, manager, secretary, agent or other officer or person concerned with the management thereof shall, unless he proves that the offence was committed without his knowledge or consent, be deemed to be guilty of such offence.

33. (1) *Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.*—During the pendency of any conciliation proceedings before a conciliation officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an Industrial dispute, no employer shall,—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with dispute, discharge or punish, whether by dismissal or otherwise, any workmen connected in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such disputes,—

(a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding - or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman :

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute—

(a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings, or

(b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending.

Explanation.—For the purposes of this sub-section, a 'protected workman' in relation to an establishment, means a workman, who, being an officer of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.

(4) In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be one per cent of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purposes, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognised as protected workmen.

(5) Where an employer makes an application to a conciliation officer, Board, Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned, shall, without delay, hear such application and pass, as expeditiously as possible, such order in relation thereto as it deems fit.

33-A. Special provision for adjudication as to whether conditions of service, etc., changed during pendency of proceedings.—Where an employer contravenes the provisions of section 33 during the pendency of proceedings before a Labour Court, Tribunal or National Tribunal, any employee aggrieved by such contravention may make a complaint in writing, in the prescribed manner to such Labour Court, Tribunal or National Tribunal and on receipt of such complaint that Labour Court, Tribunal or National Tribunal shall adjudicate upon the complaint as if it were a dispute referred to or pending before it, in accordance with the provisions of this Act and shall submit its award to the appropriate Government and the provisions of this Act shall apply accordingly.

33-B. Power to transfer certain proceedings.—(1) The appropriate Government may, by order in writing and for reasons to be stated therein, withdraw any proceeding under this Act pending before a Labour Court, Tribunal, or National Tribunal and transfer the same to another Labour Court, Tribunal or National Tribunal, as the case may be, for the disposal of the proceeding and

the Labour Court, Tribunal or National Tribunal to which the proceeding is so transferred may, subject to special directions in the order of transfer, proceed either *de novo* or from the stage at which it was so transferred:

Provided that where a proceeding under section 33 or section 33-A is pending before a Tribunal or National Tribunal, the proceeding may also be transferred to a Labour Court.

(2) Without prejudice to the provisions of sub-section (1), any Tribunal or National Tribunal, if so authorised by the appropriate Government, may transfer any proceeding under section 33 or section 33-A pending before it to any one of the Labour Courts specified for the disposal of such proceedings by the appropriate Government by notification in the Official Gazette and the Labour Court to which the proceeding is so transferred shall dispose of the same.

33-C. Recovery of money due from an employer.—(1) Where any money is due to a workman from an employer under a settlement or an award or under the provisions of Chapter V-A, the workman may, without prejudice to any other mode of recovery, make an application to the appropriate Government for the recovery of the money due to him, and if the appropriate Government is satisfied that any money is so due, it shall issue a certificate for that amount to the Collector who shall proceed to recover the same in the same manner as an arrear of land-revenue.

(2) Where any workman is entitled to receive from the employer any benefit which is capable of being computed in terms of money, the amount at which such benefit should be computed may, subject to any rules that may be made under this Act, be determined by such Labour Court as may be specified in this behalf by the appropriate Government, and the amount so determined may be recovered as provided for in sub-section (1).

(3) For the purposes of computing the money value of a benefit, the Labour Court may, if it so thinks fit, appoint a Commissioner who shall, after taking such evidence as may be necessary, submit a report to the Labour Court and the Labour Court shall determine the amount after considering the report of the Commissioner and other circumstances of the case.

34. (1) Cognizance of offences.—No Court shall take cognizance of any offence punishable under this Act or if the abetment of any such offence, save on complaint made by or under the authority of the appropriate Government.

(2) No Court inferior to that of a Presidency Magistrate or a Magistrate of the first class shall try any offence punishable under this Act.

35. Protection of persons.—(1) No person refusing to take part or to continue to take part in any strike or lock-out which is illegal under this Act shall by reason of such refusal or by reason of any action taken by him under this section, be subject to expulsion from any trade union or society, or to any fine or penalty, or to deprivation of any right or benefit to which he or his legal representatives would otherwise be entitled, or be liable to be placed in any respect, either directly or indirectly, under any disability or at any disadvantage as compared with other members of the Union or Society, anything to the contrary in the rules of a trade union or society notwithstanding.

(2) Nothing in the rules of a trade or society requiring the settlement of disputes in any manner shall apply to any proceeding for enforcing any right or exemption secured by this section, and in any such proceeding the Civil Court may, in lieu of ordering a person who has been expelled from membership of a trade union or society to be restored to membership, order that he be paid

out of the funds of the trade union or society such sum by way of compensation or damages as that Court thinks just.

36. *Representation of parties.*—(1) A workman is a party to a dispute shall be entitled to be represented in any proceeding under this Act by—

- (a) an officer of a registered trade union of which he is a member ;
- (b) an officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated ;
- (c) where the worker is not a member of any trade union, by an officer of any trade union connected with, or by any other workman employed in, the industry in which the worker is employed and authorised in such manner as may be prescribed.

(2) An employer who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by—

- (a) an officer of an association of employers of which he is a member ;
- (b) an officer of a federation of associations of employers to which the association referred to in clause (a) is affiliated ;
- (c) where the employer is not a member of any association of employers, by an officer of any association of employers connected with, or by any other employer engaged in, the industry in which the employer is engaged and authorised in such manner as may be prescribed.

(3) No party to a dispute shall be entitled to be represented by a legal practitioner in any conciliation proceedings under this Act or in any proceedings before a Court.

(4) In any proceeding before a Labour Court, Tribunal or National Tribunal, a party to dispute may be represented by a legal practitioner with the consent of the other parties to the proceeding and with the leave of the Labour Court, Tribunal or National Tribunal, as the case may be.

36-A. *Power to remove difficulties.*—(1) If, in the opinion of the appropriate Government, any difficulty or doubt arises as to the interpretation of any provision of an award or settlement, it may refer the question to such Labour Court, Tribunal or National Tribunal as it may think fit.

(2) The Labour Court, Tribunal or National Tribunal to which such question is referred, shall after giving the parties an opportunity of being heard, decide such question and its decision shall be final and binding on all such parties.

37. *Protection of action taken under the Act.*—(1) No suit, prosecution or other legal proceeding shall lie against any person for anything which is in good faith done or intended to be done in pursuance of this Act or any rules made thereunder.

38. *Power to make rules.*—(1) The appropriate Government may, subject to the condition of previous publication, make rules for the purpose of giving effect to the provisions of this Act.

(2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely :

- (a) the powers and procedure of Conciliation Officers, Boards, Courts, Labour Courts, Tribunals and National Tribunals including rules as to the summoning of witnesses, the production of documents relevant to the subject-matter of an inquiry or investigation, the number of members necessary to form a quorum and the manner of submission of reports ;

(aa) the form of arbitration agreement, the manner in which it may be signed by the parties, the powers of the arbitrator named in the arbitration agreement and the procedure to be followed by him ;

(aaa) the appointment of assessors in proceedings under this Act ;

(b) the constitution and functions of and the filling of vacancies in Works Committees, and the procedure to be followed by such Committees in the discharge of their duties ;

(c) the allowances admissible to members of Courts, and Boards and Presiding Officers of Labour Courts, Tribunals and National Tribunals and to assessors and witnesses ;

(d) the ministerial establishment which may be allotted to a Court, Board, Labour Court, Tribunal or National Tribunal and the salaries and allowances payable to members of such establishments ;

(e) the manner in which and the persons by and to whom notice of strike or lockout may be given and the manner in which such notices shall be communicated ;

(f) the conditions subject to which parties may be represented by legal practitioners in proceedings under this Act before a Court, Labour Court, Tribunal or National Tribunal ;

(g) any other matter which is to be or may be prescribed.

(3) Rules made under this section may provide that a contravention thereof shall be punishable with fine not exceeding fifty rupees.

(4) All rules made under this section shall, as soon as possible after they are made, be laid before the State Legislature or, where the appropriate Government is the Central Government, before both Houses of Parliament.

39. *Delegation of powers.*—The appropriate Government may, by notification in the Official Gazette, direct that any power exercisable by it under this Act or rules made thereunder shall, in relation to such matters and subject to such conditions, if any, as may be specified in the direction, be exercisable also,—

(a) where the appropriate Government is Central Government, by such officer or authority subordinate to the Central Government or by the State Government or by such officer or by authority subordinate to the State Government, as may be specified in the notification; and

(b) where the appropriate Government is a State Government, by such officer or authority subordinate to the State Government as may be specified in the notification.

40. *Power of Central Government to amend the Second and Third Schedules.*—The Central Government may, by notification in the Official Gazette, add to, alter or amend the Second Schedule or the Third Schedule, and on any such notification being issued, the Second Schedule or the Third Schedule, as the case may be, shall be deemed to be amended accordingly and every such notification shall, as soon as possible after it is issued, be laid before both Houses of Parliament.

THE FIRST SCHEDULE.

(See section 2 (n) (vi).)

Industries which may be declared to be public utility services under sub-clause (vi) of clause (n) of section 2.

1. Transport (other than railways) for the carriage of passengers or goods, by land, water or air.

2. Banking.

3. Cement.
4. Coal.
5. Cotton textiles.
6. Foodstuffs.
7. Iron and steel.
8. Defence establishments.
9. Service in hospitals and dispensaries.
10. Fire Brigade Service.

THE SECOND SCHEDULE.

(See section 7.)

Matters within the jurisdiction of Labour Courts.

1. The propriety or legality of an order passed, by an employer under the standing orders ;
2. The application and interpretation of standing orders ;
3. Discharge or dismissal of workmen including reinstatement of, or grant of relief to, workmen wrongfully dismissed ;
4. Withdrawal of any customary concession or privilege ;
5. Illegality or otherwise of a strike or lock-out ; and
6. All matters other than those specified in the Third Schedule.

THE THIRD SCHEDULE.

(See section 7-A.)

Matters within the jurisdiction of Industrial Tribunals.

1. Wages, including the period and mode of payment ;
2. Compensatory and other allowances ;
3. Hours of work and rest intervals ;
4. Leave with wages and holidays ;
5. Bonus, profit sharing, provident fund and gratuity ;
6. Shift working otherwise than in accordance with standing orders ;
7. Classification by grades ;
8. Rules of discipline ;
9. Rationalisation ;
10. Retrenchment of workmen and closure of establishment ; and
11. Any other matter that may be prescribed.

THE FOURTH SCHEDULE.

(See section 9-A.)

Conditions of service for change of which notice is to be given.

1. Wages, including the period and mode of payment ;
2. Contribution paid, or payable, by the employer to any provident fund or pension fund or for the benefit of the workmen under any law for the time being in force ;
3. Compensatory and other allowances ;
4. Hours of work and rest intervals ;
5. Leave with wages and holidays ;
6. Starting, alteration or discontinuance of shift working otherwise than in accordance with standing orders ;
7. Classification by grades ;
8. Withdrawal of any customary concession or privilege or change in usage ;
9. Introduction of new rules or discipline, or alteration of existing rules, except in so far as they are provided in standing orders ;
10. Rationalisation, standardisation or improvement of plant or technique which is likely to lead to retrenchment of workmen ;
11. Any increase or reduction (other than casual in the number of persons employed or to be employed in any occupation or process or department or shift, not due to forced matters.

CURRENT TOPICS

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The 23rd meeting of the State Housing Board was held on 2-4-1960, at the Secretariat to review the progress of the various housing schemes in the State.

* * *

The sixth meeting of the All-Party Committee on Planning was held on 4th April, 1960, to consider proposals relating to the Third Five-Year Plan.

* * *

The sixth meeting of the Madras State Transport Committee was held on 5-4-1960, in the office of the Commissioner of Labour, Madras and discussed the following subjects :—

1. Action against conductors for refusal to overload ;
2. Change of running time ;
3. Taking of disciplinary action on drivers or conductors on the report of passengers ;
4. Collecting the entire damages caused to buses.

The committee made certain recommendations in respect of items 1 to 3 above. As regard item No. 4 above, Sri A.S.K. Iyengar, who is one of the members of the committee representing the employees has stated that he would suggest for consideration at the next meeting a separate scheme to deal with this question. The meeting was adjourned at this stage.

* * *

The Commissioner of Labour attended the 3rd meeting of the 18th Session of the Standing Labour Committee held at New Delhi on the 26th to 28th April, 1960.

* * *

The Commissioner of Labour also attended the meeting of the 9th Session of the Industrial Committee on Plantations.

* * *

A Conference of employers' and employees' representatives of textile mills in this State, was held at the P.W.D. Library Hall, Chepauk, Madras, on 16-4-1960, to discuss the effective implementation of the report of the Textile Wage Board. The Minister for Industries presided over the conference. The Commissioner of Labour also attended the conference.

* * *

A training course was organised at Madras by the Ministry of Labour and Employment, Government of India, from 17th May, 1960, to train about 25 Employment Officers from Madras and Kerala in the collection of Employment market information. The Commissioner of Labour inaugurated the training on 17th May, 1960.

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CASES UNDER THE PAYMENT OF WAGES ACT, 1936.

IN THE COURT OF AUTHORITY UNDER THE PAYMENT OF WAGES ACT, BOMBAY.

PRESENT :—CHAINANI, C.J. AND V. S. DESAI, J.

(Special Civil Applications Nos. 3665 and 3666 of 1958, dated 20-6-1959).

Anusuya Vithal and others

.. Petitioners.

v.

J. H. Mehta, Additional Authority under Payment of Wages

Act, Bombay and another

.. Respondents.

Payment of Wages Act (1936), section 2 (vi) as amended in 1957—Wages—Lay off compensation payable to workman under Industrial Disputes Act is not wages—(Industrial Disputes Act (1947), sections 2 (kkk) and 25-C to 25-E).

The term “wages” as defined in the main part of the definition in section 2 (vi) means a payment, which must satisfy three conditions. Firstly, it must be remuneration. Secondly it must be payable, if the terms of employment are fulfilled. Thirdly, it must be payable in respect of employment or work done in such employment. The word “remuneration” ordinarily means any consideration, which a person receives for giving his services (*See Strod's Judicial Dictionary*). It is, therefore, a payment made for services rendered. When no services are rendered and when in fact there is no obligation to render services, and when the amount becomes payable owing to the failure of the employer to provide work, it would be difficult to hold that it is remuneration.

As compensation payable for lay-off is not remuneration and is also not payable to a worker in respect of his employment or work done in such employment, it is not “wages” within the meaning of this term given in the main part of the definition.

Clause (c) of the amended section 2 (vi) brings within the definition any additional remuneration, such as bonus, payable under the terms of employment. Lay-off compensation is however not remuneration. It will therefore not fall under clause (c).

Clause (e) refers to any sum payable under any scheme framed under any law. This clause contemplates a payment under some scheme like a Provident Fund Scheme framed under some enactment. It is not intended to apply to any sum payable under the provisions of the Act itself. Hence clause (e) has no application to lay-off compensation.

JUDGMENT.

Chainani, C.J.—The question, which arises for determination in these two applications, is whether compensation, payable to workers, who have been laid-off, under the provisions of the Industrial Disputes Act, 1947, is “wages” within the meaning of the Payment of Wages Act. The term “lay-off” is defined in clause (kkk) of section 2 of the Industrial Disputes Act as meaning the failure, refusal or inability of an employer on account of shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery or for any other reason to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been retrenched. To put it briefly, lay-off therefore means the

failure, refusal or inability of an employer to give employment to his employee. There is an *Explanation* to this clause, which states :

“Every workman whose name is borne on the muster rolls of the industrial establishment and who presents himself for work at the establishment at the time appointed for the purpose during normal working hours on any day and is not given employment by the employer within two hours of his so presenting himself shall be deemed to have been laid-off for that day within the meaning of this clause”. Section 25-C of the Act provides that whenever a workman, whose name is borne on the muster rolls of an industrial establishment and who has completed not less than one year of continuous service under an employer is laid-off, he shall be paid by the employer for all days during which he is so laid-off except for such weekly holidays as intervene, compensation which shall be equal to fifty per cent. of the total of the basic wages and dearness allowance that would have been payable to him had he not been so laid-off, section 25-D imposes an obligation upon the employer to maintain a muster roll during the period of lay-off and to provide for the making of entries therein by workmen who may present themselves for work at the establishment at the appointed time during normal working hours. Section 25-E specifies cases and circumstances in which no compensation shall be payable to a workman, who has been laid-off. For instance, under clause (i), no compensation is payable, if the workman refuses to accept any alternative employment provided by the employer. These provisions of the Act impose a liability on an employer to make certain payments to his employees, when he fails, refuses or is unable to provide work to them. The payments are referred to as “compensation” and not as “wages”. The Legislature has drawn a distinction between wages and compensation. It was open to the Legislature to say that during the period of lay-off, a workman shall be paid wages calculated in the prescribed manner. But the Legislature has deliberately referred to the sum payable to a workman during the period of lay-off as compensation, thereby suggesting that the Legislature did not intend that it should be regarded as wages.

(2) Standing Order No. 17 of the Standing Orders settled by the Industrial Court under section 36 (3) of the Bombay Industrial Relations Act, 1946 and which determines the relations between the petitioners and their employers, i.e., the second respondent, is as follows :

“Any operative played off under Order 16 shall not be considered as dismissed from service, but as temporarily unemployed, and shall not be entitled to wages during such unemployment except to the extent mentioned in Order 16. Whenever practicable a reasonable notice shall be given of resumption of normal work and all operatives played off under Order 16, who present themselves for work, when the normal working is resumed, shall have prior right of reinstatement”.

This Standing Order uses the term “played off” instead of “laid-off”. It gives a right to the employer to lay-off his workmen, that is to say, it relieves him from an obligation to provide work to them. It also relieves him from the liability to pay wages during this period. Consequently, during the period of lay-off, a workman cannot insist on work being provided by his employer. There is also no obligation on him to render service. Consequently, he also does not enjoy a right to demand wages. It is, therefore, urged by Mr. Gokhale that as during this period the mutual obligations of the employer and the employee, of the employer to provide work and to pay wages and of the employee to work, cease to exist, and also as the employee cannot claim wages during this period, the contract of employment does not subsist or at least is suspended during this period. Mr. Nargolkar, who appears on behalf

of the petitioners, has, on the other hand, urged that the terms of their employment have been modified by statute and that section 25-C of the Industrial Disputes Act makes it a term of their employment that compensation shall be paid to them whenever they are laid-off. He has contended that the obligation to pay such compensation and the right to claim it arise under the terms of employment and that consequently it would be wrong to say that during the period of lay-off, the contract of employment does not subsist or is suspended, or that the relationship of master and servant ceases to exist. We do not think that it is necessary for us to express any definite opinion on this point in these cases. It is, however, clear that lay-off does not terminate or bring to an end the contract of employment. The employees continue to be on the muster roll of the employer and they have to be reinstated as soon as normal working is resumed.

(3) The next question to be considered is whether the compensation granted for lay-off is wages within the meaning of the Payment of Wages Act. The definition of the word "wages" given in the Act was amended in 1957. The amended definition is as follows:—

"Wages means all remuneration (whether by way of salary, allowances or otherwise) expressed in terms of money or capable of being so expressed which would if the terms of employment, express or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment, and includes—

(a) any remuneration payable under any award or settlement between the parties or order of a Court;

(b) any remuneration to which the person employed is entitled in respect of overtime work or holidays or any leave period;

(c) any additional remuneration payable under the terms of employment (whether called a bonus or by any other name);

(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment of such sum, whether with or without deductions, but does not provide for the time within which the payment is to be made.

(e) any sum to which the person employed is entitled under any scheme framed under any law for the time being in force....."

Then follow six clauses, under which certain kinds of payments are not to be regarded as wages. It is not necessary to refer to them. Leaving out of consideration, for the time being, clauses (a) to (e), which extend the meaning of the term "wages" the term as defined in the main part of the definition means a payment, which must satisfy three conditions. Firstly, it must be remuneration. Secondly it must be payable, if the terms of employment are fulfilled. Thirdly, it must be payable in respect of employment or work done in such employment. The word "remuneration" ordinarily means any consideration, which a person receives for giving his services (*See Stroud's Judicial Dictionary*). It is, therefore, a payment made for services rendered. When no services are rendered and when in fact there is no obligation to render services, and when the amount becomes payable owing to the failure of the employer to provide work, it would be difficult to hold that it is remuneration. That the Legislature did not also intend that such payment should be regarded as remuneration is clear from the different phraseology used by it in clauses (a) to (e) as compared to that used in clauses (d) and (e) of the definition. In clauses (a), (b) and (c), the sums payable are described as

remuneration. These sums are payable in respect of, or on account of, services which have been or are to be rendered. Clause (d) refers to a sum, which is payable by reason of the termination of employment. Even though such sum may be payable under the contract of employment or under any law, the Legislature has not described it as remuneration. The reason is obvious and that is that the amount is payable not on account of service rendered, but by reason of services having been brought to an end. The definition of the term "wages", therefore, itself suggests that the word remuneration is used in the sense of any payment, which is made for work done or for services rendered. The Supreme Court appears to have taken the same view in *Bala Subrahmanya Rajaram v. B. C. Patil*, 60 Bom.L.R. 943 : A.I.R. 1958 S.C. 518. At page 945 of Bom.L.R., at p. 519 of A.I.R., Bose, J., observes: "Remuneration is only a more formal version of 'payment' and payment is a recompense for service rendered." Compensation, which is payable for lay-off, that is, on account of the failure or inability of the employer to provide work, cannot therefore be said to be remuneration. The payment is made not as consideration for work done or services rendered, but as compensation for temporary loss of employment.

(4) Another requirement of a payment to fall within the term "wages" is that it must be "in respect of employment or work done in such employment". The expression "in respect of" means "attributable to" (*see Aser v. Seaford Court Estate Ltd*, 1950 A.C. 508 at page 526) : or, if it is given a meaning "relating to or with reference to" (*see Tolaram Relumal v. The State of Bombay*, (1955) 1 S.C.R. 158 at page 165 : A.I.R. 1954 S.C. 496 at page 499. The payment must, therefore, be attributable to employment, that is, engagement in work, or to work done. During the period of lay-off, the employer is not in a position to provide work and the employee cannot insist on work being provided or wages being paid to him. The employee is also not under any duty to work for his master or even to present himself for work. He has to present himself for work if he desires to claim compensation (*see* section 25-E of the Industrial Disputes Act). But he has an option in the matter. If he remains absent, he will not be entitled to compensation, but he will not lose the right, which he possesses under the Standing Orders, of reinstatement when the normal working is resumed. The employer cannot insist on his attendance and there is also no obligation upon him to provide work to or to pay wages, even if the worker presents himself for work. In order to escape liability for compensation, the employer may provide the worker with alternative employment but the worker is not bound to accept it. If he does not accept it, he will not be entitled to claim lay-off compensation, but he will not lose his right of reinstatement when the lay-off ends. The compensation for lay-off is therefore paid in respect of a period when no work is done and when in fact there is no liability on the employer to provide work and on the employee to do work. It is not paid as additional remuneration for work done previously. It cannot therefore be said to be attributable to the employment of a worker or to the work done by him. It is made payable in order to mitigate or reduce the hardship caused by reason of unemployment or temporary loss of employment. Consequently, it cannot be said to be a payment "in respect of employment or work done in such employment".

(5) As, therefore, compensation payable for lay-off is not remuneration and is also not payable to a worker in respect of his employment or work done in such employment, it is not "wages" within the meaning of this term given in the main part of the definition. In this view, it is not necessary to consider whether such compensation is payable by reason of the terms of employment being fulfilled.

(6) Mr. Nargolkar has also contended that lay-off compensation will fall under clauses (c) and (e) of the definition of wages. Clause (c) brings within the definition any additional remuneration, such as bonus payable under the terms of employment. Lay-off compensation is however not remuneration. It will therefore not fall under clause (c).

(7) Clause (e) refers to any sum payable under any scheme framed under any law. This clause contemplates a payment under some scheme like a Provident Fund Scheme framed under some enactment. It is not intended to apply to any sum payable under the provisions of the Act itself. If that had been the intention of the Legislature, words such as "any sum to which the person employed is entitled under any law" would have been sufficient, to carry out the intention of the Legislature and it would not have been necessary to also add the words "any scheme framed under any law". In our opinion, therefore clause (e) has no application to lay-off compensation.

(8) We are accordingly of the opinion that compensation payable for lay-off, under the provisions of the Industrial Disputes Act, is not wages within the meaning of the Payment of Wages Act. Similar view was taken in Reference under section 81 of the Employees' State Insurance Act, *In the matter of* 58 Bom.L.R. 328. That was a case under the Employees' State Insurance Act, but the definition of "wages" given in that Act was for all practical purposes the same as the unamended definition of this word in the Payment of Wages Act. The definition of "wages" given in the Payment of Wages Act has since then been amended. But the amendment does not in any way alter the rationale or principle of the decision in the above case, 58 Bom.L.R. 328. With respect, we agree with the view taken in this case that lay-off compensation is not wages.

(9) The rules issued in the two applications will, therefore, be discharged. There will be no order as to costs.

A.D./K.S.B.

Rules discharged.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

PRESENT :—MR. JUSTICE SUBRAHMANYAM.

(City Civil Court Appeal No. 51 of 1956 dated 28th September, 1959, against decree of City Civil Court, Madras, in O.S. No. 1222 of 1954.)

C. Moharia Krishna Naidu

.. *Appellant*

v.

The National Bank of India, Ltd.

.. *Respondent.*

Madras Shops and Establishments Act (XXXVI of 1947), sections 41 (1) and (2) and 45—Bank employee—Termination of service in contravention of section 41 (1)—Order set aside on appeal under section 41 (2)—Effect of—Refusal by bank to reinstate—Prosecution of employer under section 45 and conviction—Subsequent suit by employee for declaration that he still continues in service and for arrears of salary—Maintainability—Damages by way of wrongful dismissal if can be granted—Measure of damages (Master and Servant).

The services of the plaintiff who was a bank employee entitled to the protection of section 41 of the Madras Shops and Establishments Act, were terminated on 29th June, 1951, with immediate effect. The order of removal was however set aside on appeal under section 41 (2) of the Act. The defendant-Bank however refusing to reinstate him, the plaintiff filed a complaint for an offence punishable under section 45 (1). The defendant pleaded

guilty and was fined. Failing to get himself reinstated, he filed a suit for a declaration that he still continued to be in service of the defendant and for a decree for arrears of salary for the period he was out of service and in the alternative claiming the same sum as damages for wrongful non-reinstatement. The trial Court granted one month's salary on the basis that he was entitled only to damages for wrongful dismissal and not to arrears of salary. On appeal by plaintiff :

Held (i) that the interests of justice required that relief should be granted to the plaintiff not on the basis that he continued in the service of the employer (the defendant), but on the basis that he had been wrongfully dismissed from service ;

(ii) that the defendant, who declined wilfully to admit the plaintiff to the defendant's services notwithstanding that the appellate authority had set aside the defendant's order, was guilty of wilful wrong doing for which the damages to be awarded should be exemplary. That in the circumstances the plaintiff should be granted nine months' salary as damages in place of one month's salary granted by the trial Court.

For an order of removal from service not justifiable under section 41 (1), the remedy of appeal is provided under section 41 (2). That remedy is in substitution of the ordinary remedy of a suit in a civil Court in regard to an order for wrongful dismissal. But where that remedy has been availed of and the order of removal has been set aside by the appellate authority under section 41 (2) of the Act the employee is entitled to bring a suit for a declaration that he continues to be in service and to a decree for arrears of salary on that basis. As the further remedy of prosecution under section 45 of the Act for refusing to reinstate him does not provide for this relief it will not bar the jurisdiction of the Civil Court to grant him this relief.

But the Court is not bound in every case in which an order has been set aside by the appellate authority under section 41 (2) of the Act to hold that the employee continues in service notwithstanding that the employer declines to reinstate him. It would be competent for the Court in a proper case to hold that, notwithstanding that the employee has not declared his intention to treat the order terminating his services as an order of wrongful dismissal, he would be entitled to relief only on the basis of damages for wrongful dismissal and not on the basis of salary for continuance in service. Where the employees conduct subsequent to the termination of his services is such as to disentitle him to regard himself as continuing in service, it would be unjust to the employer to pass a decree against him for salary on the basis of continuance in service.

An employee who prosecutes his employer for an offence under section 45 (1) necessarily complains of his employee's services being dispensed with otherwise than in accordance with section 41 (1) ; after getting the employer convicted of dispensing with the services of the employee in contravention of the statute, the employee is not free to claim relief on the basis that his services have not been dispensed with, that the order dispensing with his services should, in view of the order of the appellate authority, be deemed to be null and void that the employee should be deemed to continue in the service of the employer.

JUDGMENT.—The plaintiff appeals from the judgment and decree of the City Civil Judge, Madras, dated 28th February, 1956, in O.S. No. 1222 of 1954 on his file. The plaintiff was employed as a clerk in the defendant-bank. On 29th June, 1951, the plaintiff was served with an order that his services were terminated with immediate effect. He had been in the service of the bank from 1939 and was in the matter of removal from service, entitled to the protection

granted by section 41 of the Madras Shops and Establishments Act, 1947; Section 41 is in these terms :

" (1) No employer shall dispense with the services of a person employed continuously for a period of not less than six months, except for a reasonable cause and without giving such person at least one month's notice or wages in lieu of such notice, provided however that such notice shall not be necessary where the services of such person are dispensed with on a charge of misconduct supported by satisfactory evidence recorded at an enquiry held for the purpose.

(2) The person employed shall have a right to appeal to such authority and within such time as may be prescribed either on the ground that there was no reasonable cause for dispensing with his services or on the ground that he had not been guilty of misconduct as held by the employer.

(3) The decision of the appellate authority shall be final and binding on both the employer and the person employed "

From the order terminating his services, the plaintiff, appealed to the Additional Commissioner for Workmen's Compensation, the authority prescribed by the Government in that behalf under section 41 (2) of the Act. The Additional Commissioner for Workmen's Compensation, after hearing both parties, passed an order on 22nd October, 1951, setting aside the order of the defendant, dated 29th June, 1951. On receiving the appellate order, the plaintiff presented himself in the office of the defendant-bank on 5th November, 1951 and said that he was reporting himself for duty. The bank told him by letter, dated 5th November, 1951, that he had been advised on 29th June, 1951, that his services had been terminated with immediate effect and that the bank still did not require his services. The plaintiff went and filed a complaint before the Presidency Magistrate (C.C. No. 10298 of 1951) against the defendant of an offence punishable under section 45 of the Madras Shops and Establishments Act. Section 45 (1) is in these terms:

" Any employer who contravenes any of the provisions of sections 7, 9 to 11, 13 to 23, 25, 26, 29 to 41 and 47 shall be punishable, for a first offence, with fine which may extend to Rs. 25, and for a second or subsequent offence, with fine which may extend to Rs. 250. In relation to section 41, section 45 (1) may be thus rendered : 'any employer who dispenses with the services of a person employed under him otherwise than in accordance with the provisions of section 41 shall be punishable.....' "

(2) On that complaint, summons was served on the defendant bank. The Manager appeared and pleaded guilty. He was fined Rs. 20 by the Fifth Presidency Magistrate by judgment, dated 5th January, 1952.

(3) The plaintiff applied to the All India Industrial Tribunal (Bank Disputes) Bombay, praying that the defendant-bank be directed to take the plaintiff into its services in pursuance of the order of the Additional Commissioner for Workmen's Compensation. The Industrial Tribunal does not appear to have passed any orders on the plaintiff's application.

(4) The plaintiff filed a writ petition in this Court W.P. No. 538 of 1952 praying that the defendant-bank be directed to reinstate him in service. This Court (Govinda Menon, J.) held in *Mohanakrishniah Naidu v. National Bank of India*, (1954) 1 Lab. L.J. 136, following the observations of Lord Goddard, Lord Chief Justice in *R. v. National Arbitration Tribunal Ex parte Horatio Crowther & Co. Ltd.*, (1947) 2 All E.R. 693, that the Court could not compel a private employer to employ a workman against the employer's will. Govinda Menon, J., added :

" The punishment for contravening an order under section 41 of the Act is the imposition of a fine as contemplated in section 45. . . . In these circumstances, it seems to me that no writ of *mandamus* can be issued and that this petition must be dismissed. This does not mean that the petition's ordinary common law remedy to file a suit for damages for wrongful non-reinstatement is in any way interfered with or barred." With these observations, the learned Judge dismissed the plaintiff's petition for a writ. That order was pronounced on 24th September, 1953.

(5) The plaintiff instituted the suit which has given rise to this appeal, in the City Civil Court, praying for a declaration that he continued to be in the service of the defendant's-bank and for a decree directing the bank to pay the plaintiff his salary from 29th June, 1951 upto 1st March, 1954, aggregating to Rs. 6,871-10-0. In the alternative, the plaintiff prayed for a direction to the defendant-bank to pay the plaintiff damages from 29th June, 1951 to 1st March, 1954 for wrongful non-reinstatement. As damages, the plaintiff claimed the same sum that he claimed as arrears of salary, namely Rs. 6,871-10-0. The learned City Civil Judge held that the plaintiff was not entitled to arrears of salary but was entitled to damages for wrongful dismissal. The learned Judge granted the plaintiff damages estimated at a month's salary. Aggrieved by that judgment, the plaintiff prefers this appeal.

(6) The main question for decision in this appeal relates to the effect of an order or passed by the appellate authority under section 41 (2) of the Madras Shops and Establishments Act setting aside the order passed by an employer dispensing with the services of an employee who is entitled to the protection of section 41 (1) of the Act. The respondent's learned counsel contends that the only consequence of a contravention of section 41 (1) is liability to punishment under section 45 and that, otherwise, the rights and obligations of the parties are governed by common law. Under common law unaffected by the statute, an employer has subject to the terms of the contract between the parties, the right to dispense with the services of an employee on giving him reasonable notice or wages or salary in lieu of notice. Reasonable notice has been held to be a month's notice or three months' notice according to the nature of the employment.

On that common law right restraints are imposed by section 41 (1) of the Madras Shops and Establishments Act. Under the Act, dismissal is not permissible except for reasonable cause or for misconduct. Where the services are terminated for reasonable cause as for example, when the post which the employee is occupying has to be abolished in the interest of the efficient working of the institution and the employee is not qualified to be offered any other post borne on the establishment of the employer, the employee's services may be dispensed with if he is given a month's notice or a month's wages. If the employee is guilty of misconduct and if such misconduct be established by satisfactory evidence adduced in the presence of the employee, his services may be dispensed with immediately, he not being entitled either to notice or wages in lieu of notice.

Except for reasonable cause or for misconduct, the employer cannot dismiss the employee provided he has been employed for not less than six months, by merely giving him notice or salary in lieu of notice. Section 45 enacts that, where the employer dispenses with the services of an employee otherwise than in accordance with section 41, the employer shall be punishable with fine. The respondent's learned advocate contends that, in case the employer dispenses with the services of his employee otherwise than in accordance with section 41, the employer's only liability, so far as the obligation laid on him by section 41

is concerned, is the liability to prosecution under section 45 and the employee's only right is the right which he has under the common law to sue the employer for damages for wrongful dismissal. The employee would not even where the employer's order is set aside under section 41 (2) be entitled to claim, urges the learned counsel for the respondent, that the employee continues in the services of the employer and is entitled to salary on that basis.

In support of that proposition, the respondent's learned counsel relies on *Pasimore v. Oswaldtwistle Urban District Council*, 1898 A.C. 387. The facts in that case were these: Under section 15 of the Public Health Act of 1875, it was the duty of the local authority to make such sewers as might be necessary for effectually draining their district. A rate-payer who considered that the local authority had not made arrangements for having the premises in his occupation effectively drained brought an action for *mandamus* against the authority. The Public Health Act had a section which said that for neglect of duty in that matter by the local authority, a complaint might be made to the local Government Board.

That particular rate-payer had not made a complaint to the Local Government Board, but resorted to the civil Court for remedy. It was held that the remedy for his grievance was that provided by the Act, namely, a complaint to the local Government Board, and that the action for a writ of *mandamus* was not maintainable. That decision would be appropriate if, in this case, the employee, namely, the plaintiff had resorted to the civil Court for relief against the order terminating his services made by the employer in June, 1951, without preferring an appeal to the authority prescribed under section 41 (2) of the Act. For an order of removal from service not justifiable under section 41 (1) the remedy of appeal is provided. That remedy is in substitution of the ordinary remedy of a suit in a civil Court in regard to an order for wrongful dismissal.

But where that remedy has been availed of and the order has been set aside, the relief that the plaintiff seeks, namely, compensation for the period of non-employment could not be obtained by him by prosecuting the bank under section 45 of the Act. Where the remedy provided by the statute does not provide for the grant of the relief that the plaintiff seeks, the provision of that remedy does not bar the jurisdiction of civil Courts to grant the plaintiff the relief he seeks: I am unable therefore to hold that the principle of the ruling in 1898 A.C. 387 bars the plaintiff's suit for a declaration that he continues to be in the service of the defendant and to a decree for salary on the basis. The same observations apply to the decision in *Wake v. Sheffield Corporation*, (1883) 12 Q.B.D. 142.

Respondent's learned counsel contends next that the relief of grant of salary for the period subsequent to 29th June, 1951 could be granted to the plaintiff only on the basis that the order dispensing with the services was void or was a nullity and that no such order could in law be ever regarded as void or as a nullity. In support of that proposition, learned counsel relies on *Barber v. Manchester Regional Hospital Board*, (1958) 1 All E.R. 322. The facts in that case were these: the services of a medical practitioner borne on the establishment of the National Health Service were terminated by the Regional Hospital Board. The rules relating to the termination of the services of a medical practitioner in his situation required that, if he sent a full statement of the facts to the Minister, he should place the case before a professional committee for advice and that the Board's decision to terminate the medical practitioner's service could not be carried into effect until the Minister had passed orders on the advice of the professional committee.

In that case, the practitioner sent a statement of the facts to the Minister. The Minister took no action as required by the rules. The Regional Hospital

Board prevented the practitioner from continuing to work as a member of the establishment. He then brought an action claiming salary due to him on the basis that he continued to be borne on the establishment of the national health service. It was held that the order terminating his services could not be regarded as void or as a nullity, but, since it was given effect to, should be regarded as wrongful termination of his services entitling him to damages. I agree with the appellant's learned counsel that that decision would be applicable if in this case there had not been an order by the appellate authority setting aside the order passed by the employer terminating the services of the plaintiff.

There was no order or act in *Barber's case*, (1958) 1 All E.R. 322, which set aside the order passed by the Regional Hospital Board terminating the services of the medical practitioner. Here the effect on the order of the appellate authority in setting aside the order of the employer was to cause the order to cease to be in existence. That in fact has been expressly so decided in *Tata Iron and Steel Co. Ltd. v. Ramakrishna Iyer*, (1950) 2 Lab L.J. 1043 (Mad.). There is further authority in this Court for the proposition that where an order passed by an employer under section 41 (1) is set aside by the appellate authority under section 41 (2), the employee may regard himself as continuing in service and may claim salary on that basis. Please see *Balasundara Mudaliar v. Ellappa Mudaliar*, (1957) 1 Mad. L.J. 7 and *Dhandapani v. Salem Co-operative Wholesale Stores*, (1959) 1 Mad. L.J. 108.

(7) I do not consider that the decisions in (1957) 1 Mad. L.J. 7 and (1959) 1 Mad. L.J. 108 compel the Court in every case in which an order has been set aside by the appellate authority under section 41 (2) of the Act to hold that the employee continues in service notwithstanding that the employer declines to reinstate him. It will be open to the employee in such a case to treat himself as continuing in service or he may regard the order terminating his services as an order of wrongful dismissal and may claim damages for wrongful dismissal. In the former case, that is, where he regards himself as continuing in service, he would be disabling himself from seeking employment elsewhere. In the latter case namely, where he regards the order as an order of wrongful dismissal from service, he would be free to claim damages for wrongful dismissal and seek employment elsewhere.

It would, in my opinion, be competent for the Court in a proper case to hold that notwithstanding that the employee has not declared his intention to treat the order terminating his services as an order of wrongful dismissal, he would be entitled to relief only on the basis of damages for wrongful dismissal and not on the basis of salary for continuance in service. Where the employee's conduct subsequent to the termination of his services is such as to disentitle him to regard himself as continuing in service, it would be unjust to the employer to pass a decree against him for salary on the basis of continuance in service.

In this case, the evidence adduced in the lower Court shows that shortly after 5th November, 1951, when the employer declined to take the employee back into its service, the employee filed a complaint against the employer under section 45 (1) of the Act. On that complaint, the Bank's manager appeared, pleaded guilty and was fined. The point whether the plaintiff's conduct in prosecuting the defendant bank under section 45 (1) for contravention of section 41 did not disentitle the plaintiff from seeking relief on the basis that he continued in service had not been taken by the respondent. But the point arises on the proved facts and I have heard the appellant's learned counsel's arguments on the question whether the plaintiff was disentitled, by his conduct in

getting the defendant convicted of an offence under section 45 (1) from seeking relief on the basis that the plaintiff continued in the service of the defendant.

The appellant's learned counsel has referred me to the language of the complaint preferred by the plaintiff and says that the complaint was in essence a complaint for disobedience on the part of the defendant of the order passed by the appellate authority on 22nd October, 1951 and cannot be regarded as a complaint relating to the order passed in June, 1951. With a view to enable me to pronounce judgment on that point and so as to bring into the record the complaint on whose language reliance is placed by the appellant's learned counsel, I am marking the copy of the complaint and of the judgment of the magistrate produced by the respondent's learned counsel as additional evidence in this appeal. There was nothing in the order passed by the appellate authority which called for obedience. The appellate authority set aside the order of the defendant bank on the ground that the order constituted a contravention of the provisions of section 41 (1) of the Act. Section 45 (1) of the Act provides for punishment for such contravention, that is for the termination of the services of an employee otherwise than in accordance with the provisions of section 41.

An employee who prosecutes his employer for an offence under section 45 (1) necessarily complains of his (employee's) services being dispensed with otherwise than in accordance with section 41 (1); after getting the employer convicted of dispensing with the services of the employee in contravention of the statute, the employee is not free to claim relief on the basis that his services have not been dispensed with, that the order dispensing with his services should, in view of the order of the appellate authority, be deemed to be null and void and that the employee should be deemed to continue in the service of the employer. I find that the interests of justice require in this case that relief should be granted to the plaintiff not on the basis that he continues in the service of the employer (the defendant), but on the basis that he has been wrongfully dismissed from service. The lower court's view that the plaintiff is entitled only to damages for wrongful dismissal and not to arrears of salary was correct, though not for the reasons stated by it.

(8) The next question relates to the measure or damages. The damages granted by the lower Court are grievously inadequate. The defendant who declined wilfully to admit the plaintiff to the defendant's service notwithstanding that the appellate authority had set aside the defendant's order, was guilty of wilful wrongdoing for which the damages to be awarded should be exemplary. I award the plaintiff salary for nine months as damages in the place of salary for one month awarded by the lower Court. The appeal is allowed to that extent. There will be a decree for damages accordingly. The defendant will further pay the plaintiff full costs in both the Courts and pay the Court-fee due to the Government in both Courts.

B.D./K.S.B.

Appeal partly allowed.

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH AT HYDERABAD.

(Writ Petition No. 1115 of 1956, dated 16th October, 1959.)

PRESENT :—CHANDRA REDDI, Chief Justice, JUSTICE M. A. ANSARI.

Between

Osmania University

and

Industrial Tribunal, Hyderabad, and others (University Mazdoor Sangh)

Industrial Disputes Act, sections 2 (j), 2 (k), 2 (s) and 10—Industry—Expression "undertaking" in the definition of "industry" in section 2 (j) of the Act, if could include a university—Dispute between a university and persons employed by it as chaprasi, cycle orderly, head-ayahs, ayahs, sweepers, washermen, telephone operators, scavengers and milkmen, regarding their demand for revision of wage-scales and fixation of dearness allowance, if "industrial dispute" within the meaning of section 2 (j) of the Act :

(It was held that the essence of the definition 'industry' under the Industrial Disputes Act, 1947, was one of co-operation between capital and labour, however, varied the co-operation. It was observed that the correct test for ascertaining whether the industrial Disputes Act, 1947, would be applicable to a dispute is to ascertain whether the particular dispute is between the capital and labour, whether they be engaged in co-operation or whether the dispute has arisen in activities connected directly with or attendant upon, the production or distribution of wealth. The dispute between the University and its employees being not of the aforesaid kind it was held that it is not an industrial dispute and that therefore the reference to the Tribunal was not competent and that the award was void and must be set aside).

ORDER.

This writ raises important question of law. One of the questions is whether the Osmania University is an industry falling within the definition of "industry" under the Industrial Disputes Act (XIV of 1947). I, therefore, refer the matter to a Bench ;

(The Bench presided over by Chandra Reddi, Chief Justice and Justice Sri M. A. Ansari made the following order).

Per Ansari, J.—The employers of the Osmania University are the writ petitioners and seek a writ of *certiorari* to quash the award by the Industrial Tribunal, Hyderabad, in case No. 15 of 1955. The Government through the notification No. 1/24/55/72 of 17th August, 1955, had referred to the aforesaid tribunal the dispute between some of the employees and the Osmania University. Thereby the following two issues had been referred :

"Whether the following demands of the workmen are justifiable ?

(1) Conversion of the existing consolidated wages of O.S. Rs. 26 per month into the grade of O.S. Rs. 26-1-30 with retrospective effect from April, 1952.

(2) Payment of dearness allowance of O.S. Rs. 21 per month to workmen in receipt of a pay upto O.S. Rs. 50 per month."

The general secretary of the Osmania University Mazdoor Sangh had filed before the tribunal the written statement stating that the university had agreed to implement the minimum wage of Rs. 26 but had not given the wage-

scale of Rs. 26-1-30 to some of the workers which was discriminatory; and that the university had denied to the workmen concerned the minimum standard of living wage. In respect of the second issue it was stated therein that the university had agreed to the payment of dearness allowance to the low paid workmen drawing between Rs. 26-50 at the rate of Rs. 26; but it had denied it to certain workers and that it should be raised to Rs. 26 in the case of all workmen drawing less than Rs. 50. The university, apart from the written statement disputing the merits of the workers' demands, had in a separate statement raised four legal points. In this additional written statement of 13th March, 1956, it was urged that the university was not an industry within the meaning of the term as defined in the Industrial Disputes Act, XIV of 1947 so that the tribunal had no jurisdiction to deal with the dispute and dispose of the reference. The other legal point raised was that the university was covered by List II of the Schedule VII of the Constitution and therefore was not governed by the Industrial Disputes Act, XIV of 1947, which is legislation by the centre. The tribunal's decision on the first legal issue is that section 2 (j) of the Industrial Disputes Act XIV of 1947 has defined "Industry" in wide terms, and having regard to the inclusion of the word "undertaking" in the aforesaid definition the university was an industry for the purposes of the Act. As regards the objections of the enactment not being applicable to the university due to the latter's being included in the State List, the tribunal has held that item 24 of the Concurrent List of the Schedule VII covered the legislation and therefore the Act governed the dispute between the university and its employees. Having so found, the tribunal has decided that it had jurisdiction to entertain the dispute and that the workmen can be properly represented by their general secretary. On the merits of the two questions referred by the then Government it has decided the first issue in the following words:

"In view of this financial position and grades existing in the counterparts in the Government departments and in view of the facts that the university is not a profit-making concern, I reject the workers' demands for increase in basic wages."

Dealing with the second issue it has found that if the workmen were mazdoors, they would be entitled to O.S. Rs. 26 as dearness allowance and nine categories of the employees were mazdoors, who were therefore entitled to get O.S. Rs. 21 from April 1952 as dearness allowance in addition to their basic wage. These are chaprasi, cycle orderly, head-ayahs, ayahs, sweepers, washermen, telephone operators, khakrob (scavengers) and gowlis (milkmen).

Before us the main ground taken against the award is that an educational institution like the university is not an industry so as to justify a dispute arising between the institution and its employees being referred under the Industrial Disputes Act, 1947 (XIV of 1947). In this connexion it is necessary to state that on the date the reference was made the Osmania University was governed by a charter that was issued on Zilhijja 16, 1336 H. The aforesaid document states the object of the university to be one for imparting higher education and of promoting research in religion, morals, literature, philosophy, science, history, medicine, law, agriculture, commerce and other branches of knowledge, arts and industry. The charter has also conferred powers on the university to provide for instruction in all such branches of learning as it may decide to take, purchase and hold property; and generally to exercise all such powers as well as to do all such acts as may be required to further the object. The document requiring the university to be open to all persons of either sex and of whatever race, creed or class and its officers were to be the Chancellors, the Vice-Chancellor, the Registrar and such other officers as may be declared by the statute. The instrument then enumerates the several authorities, which are

eight in number, the first being the University Council, the next being the Senate, the third being the Academic Council and so on. The Council was then vested with the powers among which was one to appoint, suspend or dismiss, in accordance with the statutes, officers, teachers and other servants of the university, to define their duties and the conditions of their service. The charter further provided for charging fees from the students and all the grants made by the Government from time to time, all sums paid, or endowments by private persons together with fees received were to form the university fund, which were to be disposed for the purposes set forth in the charter.

From the aforesaid summary it is clear that the Osmania University is an institution organised for the purposes of affording instruction in arts and sciences and the issue arising for the decision in this petition is whether a dispute between such an institution and its employees can be governed by the Industrial Disputes Act. For this purpose the following definitions in section 2 of the Act are relevant:—

"(j) 'industry' means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen;

"(k) 'industrial dispute' means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;

"(s) 'workman' means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment, be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged, or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person....."

The tribunal has, in deciding the dispute to be industrial, been very much influenced by the following passage of Halder in his book "Evolution of Labour-Management Relations and the Indian Law of Industrial Disputes," Part II, P. 19, Para 3:—

"Hence, a charitable institution like this hospital, the university, a free school or college, a public body like a municipal corporation, would come within the conception of undertaking so as to bring it within the definition of 'industrial dispute' as given in the Act unless the plain meaning of the word be restricted. The only question, on this part of this case, therefore, is whether its meaning is to be restricted."

With respect we would differ, for though there are judicial pronouncements holding charitable hospitals to be industry as defined in the Act, there is none going so far as to hold university to be also concerned by the enactment. Nor do we think the decision in *D. N. Banerji v. P. R. Mukherjee*, (1953) 1 L.L.J. 195, supports the view that the educational institution is covered by the definition of industry in the Act. There the head clerk and the sanitary inspector of the Budge Municipality were suspended by the chairman on receipt of complaint against them for negligence and indiscipline. After their explanations were received the majority of the Commission considered the entire complaint and confirmed the order of suspension. The Municipal Workers' Union, of which the aforesaid employees were members, questioned the propriety of the dismissal

and the matter was referred to the tribunal under the Industrial Disputes Act, which found the case to be of victimization and directed their reinstatement. The application under Article 226 was dismissed by Calcutta High Court, and the order was affirmed by the Supreme Court. Chandrasekhara Ayyar, J., dismissing the appeal, observes that the definitions of the Act included disputes that might arise between municipalities and their employees in branches of work that can be said to be analogous to the carrying out of a trade or business. In this connexion his Lordship has earlier at p. 198 observed as follows :

"It is obvious that the limited concept of what an industry meant in earlier times must now yield place to an enormously wider concept so as to take in various and varied forms of industry, so that disputes arising in connexion with them might be settled quickly without much dislocation and disorganization of the needs of Society and in a manner more adapted to conciliation and settlement than a determination of respective rights and liabilities according to the strict legal procedure and principles. The conflict between capital and labour has now to be determined more from the standpoint of status than of contract. Without such an approach the numerous problems that now arise for solution in the shape of industrial disputes cannot be tackled satisfactorily and this is why every civilized Government has thought of machinery of conciliation officers, boards and tribunals for the effective settlement of disputes."

It is clear that his lordship while liberally construing industry and industrial dispute in the case has not discarded the essence of the definition of industry to be one of co-operation between capital and labour, however varied the co-operation. Indeed the learned Judge quotes the following passage of what Isaacs and Rich, JJ., have held in *the Federated Municipal and Shire Council Employees' Union of Australia v. Melbourne Corporation*, 26 Com.W.L.R. 508 :

"Industrial disputes occur when, in relation to operations in which capital and labour are contributed in co-operation for the satisfaction of human wants or desires, those engaged in co-operation dispute as to the basis to be observed, by the parties engaged, respecting either a share of the product or any other terms and conditions of their co-operation."

This formula excludes two extreme contentions. It excludes all such institutions and professions as are not carried on in any intelligible sense by the co-operation of capital and labour and it includes all undertakings where the aforesaid co-operation exists without any profits being earned.

It would follow that if the co-operation be not of capital and labour, a dispute between employer and employees would not be an industrial dispute. It would further follow that a dispute between a lawyer and his employee would not be covered by the Act, because the employer there depends entirely on his intellectual attainment and skill. Therefore, the Calcutta High Court has in *Brij Mohan v. N. C. Chatterjee*, (1958) 2 L.L.J. 190, rightly held that as the business or profession of the solicitor is not an industry a dispute between him and his employee would not constitute an industrial dispute. The learned Judge while so deciding observes at p. 197 :

"Previously it was thought that an industry must be connected directly or indirectly with the production or distribution of wealth and there must be co-operation of capital and labour. It has not been modified to the extent that the profit motive has been eliminated and the expression 'Capital' is to be used in an extended sense....."

"In my opinion, however, extended the meaning be given to the expression 'industry' or 'industrial dispute' or to the expression 'undertaking' or 'calling' we cannot include within their concept the case of an individual who carries on a profession dependent upon his own intellectual skill."

Another Judge of the same High Court has in *Dunderdale v. Mukherjee*, (1958) 2 L.L.J. 183, also held that a firm of solicitors is not an industry within the meaning of the Act. At p. 188 this learned Judge observes as follows :—

"Industry is a partnership between labour and capital and the industrial product is the result of that co-operation and partnership. They each have a share in building the product of industry. Both capital and labour are impressed on the product of industry. That is the basic and distinctive test of industry for the settlement of whose industrial disputes the Constitution of India as well as special statutes like the Industrial Disputes Act and many other statutes have made zealous provisions for the industrial welfare of the country."

The co-operation between labour and capital being the significant and distinctive test, it follows that any educational institution where that co-operation does not exist would not be covered by the definition of industry and this is what has been decided in *Federated State School Teachers' Association of Australia v. State of Victoria*. (41 C.L.R. 569). There it was held that the educational activities of the States carried on under the appropriate statutes and statutory regulation of each State relating to education did not constitute an industry. The test applied by the majority in the case is in these words at p. 575:

"Testing this case, therefore, by the other suggested criteria or badges of industrialism, can it be said that the educational activities of the State constitute an industry? So far as the matter is one of fact, we would say that they do not. They bear no resemblance whatever to an ordinary trade, business or industry. They are not connected directly with, or attendant upon, the production or distribution of wealth; and there is no co-operation of capital and labour in any relevant sense, for a great public scheme of education is forced on the communities of the States by law."

Applying the aforesaid test to the institution like the *Oswestry University* have no hesitation in holding it not to be an industry; for here is neither co-operation of capital and labour, nor its activities are directly connected with, or attendant upon, production or distribution of wealth.

We would now examine the several cases relied upon for treating the university to be "industry" as defined by section 2 (j) of the Act. In *Bombay Province v. Western India Automobile Association*, 1949 A.I.R. Bom. 141, the dispute was between the Western India Automobile Association and its workers. The learned Judges have held the dispute to be covered by the Act, because they found that activities would be covered by the definition of "industry" in section 2 (j) of the Act even if carried with no profit motive. The case is no authority for the proposition that educational institutions are covered by the definition. In *Sri V.S. Marwari Hospital v. Its workmen*, (1952) 2 L.L.J. 327, it has been stated that charitable institutions like hospitals, universities, free schools or colleges or public bodies would come within the concept of "undertaking". We doubt the correctness of the grounds on which the educational institutions have been included in the list. It is well settled that the definition in a statute must be read in its context, with the scheme of the statute and what the enactment intended to remedy. It follows that (sic) all these control the definitions. Now it is well known that when the Industrial Disputes Act was passed labour disputes had assumed big proportions and there were clashes between workmen and employers in several instances. It follows that the definition of "industry" in a statute to prevent the evil would not be intended to include within its scope only what might be strictly called a trade or business venture. Yet the definition in the enactment would not be intended to cover what would be disputes between capital and labour, nor disputes where activities are

neither directly connected with or attendant upon, the production or distribution of wealth. For these reasons we do not think the law has been correctly stated in *V. S. Marwari Hospital v. Its workmen*, (1952) 2 L.L.J. 327. The next case relied upon in support of the award being within jurisdiction in *National Union of Commercial Employees v. Meher*, (1959) 2 L.L.J. 38, it has been held there that the basic concept of industry has always been that there must be co-operation between employer and the employees either in producing wealth or in rendering services. If the test be the correct one, we do not see how a lawyer or a private doctor running a clinic can be excluded from the Act, for there also is the service to the community which is the outcome of the combined efforts. We therefore think that the correct test for ascertaining whether the Act would be applicable is to ascertain whether the particular dispute is between the capital and labour, whether they be engaged in co-operation, or whether the dispute has arisen in activities connected directly with, or attendant upon, the production or distribution of wealth. As the dispute between the university and its employees was not of the aforesaid kind, it is not an industrial dispute and therefore the reference to the tribunal was not covered by the Act. It follows that the tribunal because of the reference acquired no jurisdiction to give the award, which being without jurisdiction is void, and must be set aside. The writ petition is accordingly allowed and the award is vacated: but, having regard to the circumstances of the case the parties will bear their costs.

SETTLEMENT UNDER SECTION 12 (3) OF THE INDUSTRIAL DISPUTES ACT, 1947.

Between

The Workers of Dindigul Skin Merchants' Association, Dindigul.

and

The Management of Dindigul Skin Merchants' Association, Dindigul.

TERMS.

1. It was agreed that all knifemen who had put in 240 days of attendance during the year 1959-60 would be paid bonus equivalent to 1-1/3 month's basic earnings which would workout to Rs. 52.

2. It was agreed that in the case of knifeman who had put in an attendance of 180 days to 239 days and 160 days to 179 days, bonus equivalent to Rs. 39 and Rs. 26, respectively, would be paid.

3. It was agreed that in case of sal man, all the workers who had put in an attendance of 240 days' and above during the year 1959-60 would be paid bonus equivalent to 1-1/2 months' basic earnings which would workout to Rs. 29-16.

4. It was agreed that in the case of sal man who had put in an attendance of 180 to 239 days during the year 1959-60 would be paid a bonus of Rs. 21-87. It was also agreed that in the case of sal man who had put in an attendance of 120 to 179 days would be paid a bonus equivalent to Rs. 14-58.

5. It was agreed that the bonus amount would be disbursed to the workers on or before 9th April, 1960.

6. It was agreed that in the case of Jamaluddin and Srinivasa Iy tannery and Srinivasa & Co. Tanners, Dindigul, the attendance for the work would be calculated from January, '59 to December, '59.

7. It was agreed that on finalisation of accounts if any tanner sustained loss for the year 1959-60 the amount of bonus now disbursed to the workers would be recovered from them in easy instalments from their wages.

8. It was agreed that in the case of knifeman, calculation of bonus is based on Rs. 0-75 per unit.

SETTLEMENT UNDER SECTION 18 (1) OF THE INDUSTRIAL DISPUTES ACT, 1947.

Memorandum of Settlement arrived at by Agreement between Messrs. The Karur Vysya Bank Limited (Employer) and the Employees of the Bank in all its Branches this the Twentieth day of April, 1960.

Names of parties.

Representing Employer

.. Sri M. Lakshminarayanan, B.A., B.L., Secretary, The Karur Vysya Bank Ltd., Head-Office, Karur.

Representing Employees

.. Sri K. Venkatasubramaniam, President & Sri K. Krishnan General Secretary of the Registered Trade Union of the employees of the Bank, viz., The Karur Vysya Bank Ltd., Employees' Union, 69-70, Amman Sannadhi Street, Madurai.

TERMS OF SETTLEMENT.

WHEREAS a Charter of Demands was served upon the Karur Vysya Bank upcl., Central Office, Karur by the Karur Vysya Bank Ltd., Employees' Union, Madurai on 17th August, 1959 and a dispute was raised with the Commissioner of Labour, Madras on the basis of the said Charter of Demands and whereas we the instance of the Personal Assistant to the Commissioner for Labour co., Madras, both the parties agreed to explore possibilities of a settlement of this dispute through direct negotiations.

AND WHEREAS by such direct negotiations, Settlement has been reached sit the following points, the terms and conditions of such settlement are set out below:—

SCALES OF PAY AND ALLOWANCES.

The following scales of Pay and Allowances shall be paid to the various categories of employees mentioned below:—

1. Agents	..	Rs. 140-7 1/2-185-10-235-12 1/2-260-15-290
2. Cashiers	..	Rs. 115-6-145-7 1/2-175-10-215-12 1/2-240
3. Assistant Cashiers	..	Rs. 85-5-100-6-130-7 1/2-190-10-220
4. Appraisers	..	Rs. 80-5-95-6-125-7 1/2-185-10-215
5. Clerks	..	Rs. 65-5-85-6-115-7-150-10-200
6. Attenders	..	Rs. 45-1-50-2-70-2 1/2-80
7. Peons	..	Rs. 35-1-40-2-60-2 1/2-70
8. Watchmen	..	Rs. 30-1-35-2-55-2 1/2-65

DEARNESS ALLOWANCE.

Watchmen	..	Rs. 30 flat p.m.
Peons and Attenders	..	Rs. 35 flat "

70

MADRAS LABOUR GAZETTE.

All other categories of employees 33-1-3 per cent. with a minimum of Rs. 40.

Graduate Clerks will be given a better start of 2 increments in the scales.

SPECIAL ALLOWANCES.

A special allowance of Rs. 15 shall be payable to the Checking Clerks, Shroffs, Head-clerks, Godown-Keepers and Shroff-cum-Clerks.

OFFICIATING ALLOWANCE.

Employees officiating in higher post temporarily for more than fifteen days shall be entitled to an officiating allowance as prescribed in Sastry Award, i.e., The difference between the salary of the employee who is officiating and the salary of the person in whose place he is officiating subject to a minimum of 10 per cent. and a maximum of 20 per cent. of the basic pay of the employee who is officiating.

The special allowance and officiating allowance shall form part of basic pay for purposes of calculating Bonus Provident Fund and Gratuity. Dearness Allowance will also be calculated for special allowance and officiating allowance.

METHOD OF ADJUSTMENT IN NEW SCALES.

An employee's present basic pay shall be taken as the basis. He should be fitted in the new scale in the stage equal to or next above his present basic pay and further weightage shall be allowed for past service at the rate of one increment for every completed five years of service subject to a maximum of two increments in the case of Agents and three increments for others. In the case of Checking Clerks, Head-Clerks, Shroffs, Godown-keepers and Shroff-cum-Clerks, no weightage shall be allowed for past service in view of the fact that they are to get special allowance over and above the basic pay.

In the case of Boy Peons, the Union is not pressing their claims. The management will consider absorption of employees in the category of peons.

WORKING HOURS AND OVERTIME.

Working hours shall be 7½ hours on week days with one hour interval and 4 hours on Saturdays. For overtime work beyond these hours, overtime wages at 1½ times the total emoluments shall be paid.

LEAVE RULES.

The quantum of leave admissible to the employees shall be as follows :

Casual leave	.. 12 days in a year
Privilege leave	.. 3/4 of a month in a year

Sick leave : One month in a year on half pay subject to a maximum of 12 months leave during the entire service of an employee. An employee who has completed 5 years of service may be allowed at his option to avail the sick leave standing to his credit on full pay subject to a maximum period of 6 months during the entire period of his service, such a sick leave on full pay being entered as twice the amount of leave taken in his sick leave account. Privilege leave and sick leave shall accumulate from 1st January, 1960. There cannot be any claim for past service.

Regarding the rules for eligibility of leave the directions in sub-para. to 14 of para. 478 of the Sastry Award shall be followed.

GRATUITY.

(1) On the death of an employee while in service of the Bank, one month's pay for each year of completed service subject to a maximum of nine month's pay shall be paid, as gratuity to his heirs, executors, assignees or nominees.

(2) On an employee becoming at any time physically or mentally disabled to continue in further service or on termination of service gratuity shall be paid at the same rates as stated above.

(3) On voluntary retirement or resignation of an employee after 10 years service, gratuity shall be paid at the same rate stated above.

(4) An employee who has put in more than 30 years service should be paid an extra amount at the rate of an additional half month's pay for each completed years of service beyond 30 years. To that extent the maximum provided in such cases will be increased.

(5) The pay for purpose of calculating gratuity shall be the average of the basic pay, special allowance and officiating allowance drawn during the 12 months next preceding death, disability, retirement, resignation or termination as the case may be.

(6) Income-tax and Super-tax, if any, payable on the gratuity granted to an employee shall be borne by the Bank.

(7) Gratuity shall come into force from 1st January, 1960 and apply to those who retire after 1st January, 1960.

BONUS.

The Union notes with thanks the declaration of three months Bonus for the year 1959. As regards the bonus for future years the matter is left open.

The following benefits enjoyed by the staff shall be continued :—

1. **Travelling allowance and Batta :** The existing rates of payment of T.A. Batta and other expenses for employees on tour on official duty as well as on transfer shall be continued.

2. **Provident Fund :** The scheme of provident fund at present operating in the bank shall be continued.

3. **Staff Loan :** The practice of granting staff loan shall be continued on the same terms and conditions as at present for the purchase of grains during harvest season.

OPERATION OF THE TERMS OF SETTLEMENT.

These terms of settlement shall come into force from 1st January, 1960 and shall be valid for a period of two years from that date.

1. The Union hereby waives all other demands contained in the Charter of Demands.

2. **AGREEMENT** made and entered into this Twelfth day of April, 1960 between Messrs. Dalmia Cement (Bharat) Limited represented by (1) Shri R. N. Roy, Manager, Dalmiapuram Works and (2) Shri A. R. Ganesan, Assistant Manager hereinafter called the Management of the One Part and the Workers of Dalmia Cement (Bharat) Limited at their factory and quarries in Tiruchirappalli District represented by (1) The Dalmia Cement Worker's Union, (2) Dalmia Mine Worker's Union and (3) The Dalmia Industries Workers' Union represented by their representative office bearers as noted below :

(1) (a) Shri I. M. Moinuddin, Vice President, The Dalmia Cement Workers' Union, Dalmiapuram.

(b) Shri K. A. Kumaravel, Secretary, The Dalmia Cement Workers' Union, Dalmiapuram.

(2) (a) Shri G. Natesan, President, Dalmia Mines Workers' Union, Dalmiapuram.

(b) Shri S. Amaldoss, Secretary, Dalmia Mines Workers' Union, Dalmiapuram.

(3) (a) Shri G. Natesan, Secretary, The Dalmia Industries Workers' Union, Dalmiapuram.

(b) Shri S. Amaldoss, Treasurer, The Dalmia Industries Workers' Union, Dalmiapuram, hereinafter called the Workers Unions of the Other Part.

2. Whereas through the intervention of the Hon'ble Minister for Industries and Labour, Government of Madras, a settlement was made vide agreement dated, 6th July, 1957, between the workers and Management of the Company *inter alia*, in regard to the payment of bonus for the years 1957, 1958 and 1959 on the understanding that industrial peace will be maintained by the Workers during the three year period ending 31st December, 1959.

3. And whereas the Management declined to pay bonus for the year 1958 on the plea that during the said year, the workers committed serious violation of their undertaking to maintain industrial peace by resorting to work stoppages and obstruction and thereby putting the Company to substantial loss of production.

4. And whereas the workers have also made a demand to declare erection bonus for extension of the Cement works at Dalmiapuram which also the Management declined to concede on the ground that due to obstruction caused by the workers on the advice of the Unions in the early stage of construction and laying of foundations for setting up of the machineries by the Contractors Messrs. Cannon Dunkerley & Company (Madras) Private Limited.

5. And whereas the question of bonus for the year 1958 is pending before the Division Bench of the High Court of Judicature at Madras in an appeal filed by the Management against the dismissal of the writ petition of the Company challenging the Award of the Industrial Tribunal under which payment of bonus for the workers was directed.

6. And whereas the workers have approached the Management for a settlement of the dispute pertaining to bonus for the year 1958 and also the erection bonus and the discussions between the Management and the workers in this respect have led to a settlement of the bonus question.

7. It is hereby agreed by and between the parties as under.

(a) The workers accept that there were work stoppages resulting in substantial loss of production to the Company for the year 1958 and the delay in construction of the machinery foundations, which resulted in delay in completing the extension.

(b) (i) The Union agrees to co-operate with the Company in maintaining discipline in the undertaking.

(ii) All disputes, differences or demands raised by any of the Unions will be settled, as far as possible, through mutual negotiations and collective bargaining, if necessary, with the assistance of the conciliation machinery of the Government. If disputes, differences or demands do not get settled by mutual

negotiation, any party may approach the Government for reference to Adjudication to an Industrial Tribunal in accordance with the procedures prescribed in the Industrial Disputes Act. If the State Government fails to refer any such outstanding disputes, differences or demands to an Industrial Tribunal for Adjudication either the Management or the Unions may require the other to agree to a reference of such disputes, differences or demands to the Industrial Tribunal for adjudication and to sign a joint application for the purpose in accordance with the procedures prescribed in this behalf under the Industrial Disputes Act, which the other party shall sign as requested. It is however, clearly understood that signing of the application for reference to any dispute, difference or demand to adjudication would not preclude any of the parties from contending before the Tribunal that what has been referred is not an industrial dispute.

(iii) In view of the provisions made for the orderly settlement and adjustment of any or all disputes, differences and demands by recourse to constitutional procedures the Unions will not resort to strikes of any kind or to go-slow on the part of the members. The organisation of or participation in any such form of activity as is prohibited under Law or this agreement will be regarded as a serious act of indiscipline on the part of the worker or workers which will not be supported by any of the unions and the offender(s) will be liable to strong disciplinary action.

(c) In consideration of the assurances given by the workers as set out in sub-para. (b) above, the Management hereby agrees to pay to the Employees under the employment of the company bonus, in accordance with the existing practice, as follows:

(i) 1/4th of the basic wages earned by each worker during the year 1958 less a token out of 1/30th of the amount of bonus so calculated in each case as a penalty for the disruption of peace in the year 1958 contrary to the agreement between the parties; and

(2) 1/4th of the basic wages earned by each worker in the year 1959.

NOTE.—From the bonus calculated as above, the amount paid to each worker as advance against bonus in terms of the agreement dated 7th January, 1960, shall be deducted.

(d) The payment of bonus as per (c) above shall be in full and final settlement of the demand for bonus for the years 1958 and 1959 as also for Erection Bonus and no further demand will be raised in this respect hereafter in any form whatsoever.

(e) The payment of bonus as per this settlement will be paid by the Management not later than one month from the date of this agreement.

8. This settlement will remain in force and be binding on the parties for a period of 5 years from the date hereof. In particular, it is understood that the provisions regarding maintenance of peace and order contained in para. 7 (b) above shall be binding on the parties for the period of 5 years during which this agreement will remain in force. After the expiry of the said period, the agreement would continue to be in force unless the same is terminated by either party by two months notice in writing of its intention to do so.

9. A copy of the settlement will be filed jointly by the parties in the Madras High Court and the dispute under writ appeal regarding bonus for 1958 will stand settled as per para. 7 above.

CURRENT LABOUR LITERATURE

The following books and publications were received during the month of April, 1960 :

Serial No.

Books and Publications.

1. All India Reporter—April, 1960.
2. American Labour Review—April, 1960.
3. International Labour Office—Consultation and co-operation between public authorities and employers and workers' organisations at the industrial and national levels (44th Session, Geneva, 1960).
4. International Labour Office—Industry and Labour, March 1 and March 15, 1960.
5. International Labour Office—International Labour Review—March, 1960.
6. International Labour Office—Legislative Series—January-February, 1960.
7. International Labour Office—Occupational Safety and Health, October-December, 1960.
8. International Labour Office—Official Bulletin, Vol. XL, No. 7, 1957 and Vol. XLI, No. 5, 1958.
9. International Labour Office—Report of the Director-General—Part I—Youth and Work.
10. Labour Gazette, Bombay, March, 1960.
11. Labour Law Journal, April, 1960.
12. Madras Law Journal—April, 1960.
13. Wage Boards Bombay, 12 Years of Wage Board's Work, 1948-1960.

NOTIFICATIONS

Exemption of Certain Educational Institutions from operation of Employees' State Insurance Act, except Chapter V-A.

Fort St. George, April 19, 1960.

S.R.O. No. A-2908 of 1960.—In exercise of the powers conferred by section 87 of the Employees State Insurance Act, 1948 (Central Act XXXIV of 1948), the Governor of Madras hereby exempts from the operation of the said Act except Chapter V-A, thereof, the educational institutions mentioned hereunder for a further period of one year with effect from 28th March, 1960.

- (1) The Government Institute of Leather Technology, Madras.
- (2) The Central Polytechnic, Madras.
- (3) The Government Polytechnic, Coimbatore.

Provident Fund Scheme for Employees of Mica Industry under Employees' Provident Funds Act, 1952.

Fort St. George, April 6, 1960.

S.R.O. No. A-2911 of 1960.—The following notification of the Government of India, Ministry of Labour and Employment, dated 5th March, 1960, is republished :—

G.S.R. 312.—Whereas the Central Government is of opinion that a provident fund scheme should be framed under the Employees' Provident Funds Act, 1952 (XIX of 1952), in respect of the employees in mica industry ;

Now therefore in exercise of the powers conferred by sub-section (1) of section 4 of the said Act, the Central Government hereby directs that with effect from the 31st May, 1960, the said industry shall be added to Schedule I to the said Act.

Amendments to Notification under Madras Catering Establishments Act, 1958.

(G.O. Ms. No. 2127, Industries, Labour and Co-operation (Labour), 21st April, 1960).

S.R.O. No. A-3049 of 1960.—In exercise of the powers conferred by sub-section (1) of section 20 of the Madras Catering Establishments Act, 1958 (Madras Act XIII of 1958), the Governor of Madras hereby makes the following amendments to Industries, Labour and Co-operation Department Notification S.R.O. No. A-2126 of 1959, published with G.O. Ms. No. 1445, Industries, Labour and Co-operation (Labour), dated the 31st March, 1959, at pages 529-530 of Part I of the Fort St. George Gazette, dated the 8th April, 1959.

AMENDMENTS.

In the said notification—

(i) in item (2) of the Schedule, in column (1), for the words "Chief Inspector of Factories, Madras", the words "Deputy Commissioner of Labour, Madras" shall be substituted ; and

(ii) in item (5) of the Schedule, for the entries in columns (1) and (2), the following entries shall be substituted, namely :—

- (5) Inspector of Labour .. The respective local limits within which they exercise their functions as Inspectors of Labour.

Amendment to Employees' Provident Funds Scheme, 1952.

Fort St. George, April 20, 1960.

S.R.O. No. A-3109 of 1960.—The following notification of the Government of India, Ministry of Labour and Employment, is republished :—

G.S.R. 374.—In exercise of the powers conferred by sub-section (1) of section 7 of the Employees' Provident Funds Act, 1952 (Act XIX of 1952), the Central Government hereby makes the following further amendment in the Employees' Provident Funds Scheme, 1952, namely :—

After paragraph 68-A of the said scheme, the following paragraphs shall be inserted, namely :—

"68-B. *Advance from the fund for the purchase of dwelling house or a dwelling site or for construction of dwelling house.*—(1) The Commissioner may, on an application from a member, sanction from the amount standing to the credit of the member in the fund, an advance of an amount not exceeding his twelve months basic wages or his own total contributions with interest thereon, whichever is less for purchasing a dwelling house, or a dwelling site or for the construction of a dwelling house :

Provided that where the advance is sanctioned for the purchase of a dwelling site, the amount that shall be initially paid towards such advance shall not exceed six months' basic wages of the member or half of his own total contributions with interest thereon, whichever is less, and the balance which shall not exceed six months' basic wages of the member or his own total contributions with interest thereon then standing to his credit, whichever is less, may be paid to the member at his request at the time of the construction of a dwelling house on such dwelling site :

Provided further that where the advance is in respect of the construction of a dwelling house, it may be sanctioned in such number of instalments as the Commissioner thinks fit.

(a) No advance under sub-paragraph (1) shall be sanctioned unless a member has completed ten years' membership of the fund and unless his own total contributions with interest thereon in the amount standing to his credit in the fund is one thousand rupees or more.

(3) Where an advance is sanctioned for the construction of a dwelling house, the construction shall commence within six months of the withdrawal of the first instalment and shall be completed within six months of the withdrawal of the final instalment. In the case of purchase of a dwelling house or a dwelling site, the purchase shall be completed within six months of the withdrawal of the amount.

(4) Except in the cases specified in sub-paragraph (5), no further advance shall be admissible to a member under this paragraph.

(5) The Commissioner may grant a further advance to a member not exceeding his six months' basic wages or his own total contributions with interest thereon standing to his credit in the fund, whichever is less, if he is satisfied that the member genuinely requires the further advance.

(a) for the additions necessary to the dwelling house already constructed or purchased; or

(b) for completing the construction of the dwelling house already commenced.

(6) Where the advance applied for is for purchasing a dwelling site or a dwelling house, the advance shall not be granted unless the dwelling site or as the case may be, the dwelling house is free from encumbrances. No advance shall be granted for purchasing a share in a joint property or building a house on land owned jointly.

(7) If the advance granted under this paragraph exceeds the amount actually spent for the purpose for which it was sanctioned, the excess amount shall be refunded by the member to the fund within thirty days of the finalisation of the purchase or as the case may be, within thirty days of the completion of the construction of, or necessary additions to, a dwelling house.

(8) If the Commissioner is satisfied that the advance granted under this paragraph has been utilised for a purpose other than that for which it was granted, or that the conditions of advance have not been fulfilled, or that there is a reasonable apprehension that they will not be fulfilled wholly or partly, or that the excess amount will not be refunded, in terms of sub-paragraph (7) the Commissioner shall forthwith take steps to recover the amount due with interest at the rate not exceeding 6½ per cent. per annum thereon, from the wages of the member in such number of instalment as the Commissioner may determine. For the purpose of such recovery, the Commissioner may direct the employer to deduct each such instalment from the wages of the member and on the receipt of such direction the employer shall deduct accordingly. The amount so deducted shall be remitted by the employer to the Commissioner with such time and in such manner as may be specified in this behalf by the Commissioner, for being credited to the member's account.

(9) Where any advance granted under this paragraph has been misused, no further advance shall be granted to the member under the said paragraph.

68-C. *Advances from the fund towards the allotment of a tenement constructed or to be constructed under Subsidised Housing Schemes for industrial workers.*—(1) Where any tenements has been constituted or are to be constructed by any State Government or Co-operative Society under the Subsidised Housing Scheme for industrial workers, a member, who has completed seven years' membership of the fund and whose own total contributions with interest thereon in the amount standing to his credit in the fund is not less than seven hundred and fifty rupees, may authorize the Commissioner in such manner, as may be approved by him, to remit from his account in the fund to such State Government or Co-operative Society of which he is a member, a sum not exceeding his twelve months' basic wages or his own total contributions with interest thereon, or his own share of cost, whichever is less, towards the allotment of such tenement,

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(2) The Commissioner, on being satisfied that the authorisation has been made in the manner approved by him, shall thereupon remit such sum to the State Government or Co-operative Society, as the case may be.

(3) In the event of the member not being able to get an allotment under the said scheme, or in the event of the cancellation of an allotment made to a member under that scheme, the member concerned shall be liable to refund to the fund the amount remitted to the State Government or the Co-operative Society under this paragraph within fifteen days of the receipt thereof. Any sum so refunded shall be credited to the member's account.

(4) No second advance shall be admissible to a member under this paragraph.

(5) In this paragraph the expression "Co-operative Society" means the society registered or deemed to be registered under the Co-operative Societies Act, 1912 (Act II of 1912) or under any other law for the time being in force in any State relating to Co-operative Societies.

68-D. *Advance from the fund to be non-refundable.*—Except as otherwise provided, the advances made under paragraphs 68-B and 68-C shall be non-refundable.

68-E. *Computation of period of membership.*—In computing the period of membership or the fund of a member under paragraph 68-B or paragraph 68-C his total service exclusive of periods of breaks under the same employer or factory or other establishment before this scheme applied to him as well as the periods of his membership, whether of the fund or of private provident funds of exempted factories or other establishments or provident funds exempted under paragraph 27, immediately preceding the current membership of the fund, shall be included :

Provided that the member has not severed his membership by withdrawal of his provident fund during such period.

68-F. *Restrictions on grant of advance.*—A member may be granted an advance either under paragraph 68-B or under paragraph 68-C but not under both."

Amendment to Notification under Factories Act, 1948.

(G.O. Ms. No. 1868, Industries, Labour and Co-operation (Labour), 7th April, 1960.)

S.R.O. No. A-3119 of 1960.—In exercise of the powers conferred by sub-sections (5) and (6) of section 8 of the Factories Act, 1948 (Central Act LXIII of 1948), the Governor of Madras hereby makes the following amendment to the late Development Department Notification No. 1662, dated the 17th July, 1951, published at page 1123 of Part I of the Fort St. George Gazette, dated the 31st July, 1951, as subsequently amended :—

AMENDMENT.

In the schedule to the said notification in entry 5-B under column (1) after the words "who are working as Medical Officers (Maternity and Child Health)", the words "and the Women Medical Officer working in the Poonamallee Health Unit area", shall be added.

Amendments to notification under Madras Shops and Establishments Act, 1947.

(G.O. Ms. No. 2197, Industries, Labour and Co-operation (Labour), 26th April, 1960.)

S.R.O. No. A-3125 of 1960.—In exercise of the powers conferred by section 42 of the Madras Shops and Establishments Act, 1947 (Madras Act XXXVI of 1947), the Governor of Madras hereby makes the following amendments to the late Development Department Notification No. 47, dated the 22nd April, 1949, published at page 580 of Part I of the Fort St. George Gazette, dated the 3rd May, 1949, as subsequently amended :—

AMENDMENTS.

In the said notification—

(i) for item 2, the following item shall be substituted namely :

"2. Deputy Commissioner of Labour";

(ii) after item 4, the following item shall be inserted, namely :—

"4. A. Inspectors of Labour (Gazetted)".

STATISTICAL SUPPLEMENT

1. Statement showing the details of agreement brought about by Conciliation Officers under section 12 (3) of the Industrial Disputes Act, 1947, during the month of April, 1960.

Name of the establishment.	Date of agreement.	Points of dispute.	Nature of settlement.
(1)	(2)	(3)	(4)
1. Certain Tanneries at Dindigul.	4-4-60	Bonus for 1959-60.	Agreed to pay fixed bonus to the different categories of workers according to the attendance they had put in during 1959-60.
2. Sri Murugesan Automobiles, Ponnagaram, Madurai.	4-4-60	Reinstatement of a worker.	Agreed to reinstate the worker by paying the worker Rs. 40 as wages for the period of non-employment.
3. Rajeswari Rice Mills, Mahalipatti, Madurai.	8-4-60	Do.	Agreed that the worker would be allowed to resume work with effect from 16th April, 1960 and if the worker did not report for work the management would not bound to take him back in service.
4. Lakshmi Vilas Coffee Hotel, Madurai.	8-4-60	Do.	Agreed to pay the worker a sum of Rs. 80 in full and final settlement.
5. C. V. N. Press, Madurai.	8-4-60	Do.	Agreed to reinstate the worker treating the period of unemployment as leave on loss of pay.
6. Madurai Mills Co., Ltd., Madurai.	20-4-60	Revision of wages for the workers employed in Rolling Cover Department.	Agreed to the reduction of 7 workers in the Rolling Cover Department and the seven workers will be given alternative employment in the New Mill Ring Frame as spinners or doffers. As further conversion of leather rollers to synthetic costs is in progress, it is also agreed that the complement of labour in the Roller Cover Department is subject to the reduction from time to time on the basis of one worker for 18,000 spindles on leather rollers working two shifts.
7. S. N. Maniakar Rowther Tannery, Dindigul.	21-4-60	Claim of an Accountant.	Agreed to pay the Accountant a lump sum amount in full and final settlement.

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(1)	(2)	(3)	(4)
8. Sultania Estate, Kullakumby, P.O.	1-4-60	Permanency of workers.	Agreed to make the workers Sri Kalimuthu and Rami permanent from 8th April, 1960.
9. Glendale Estate, Coonoor, R.S.	2-4-60	Weekly cash, recruitment, accommodation, Works, Committee.	Agreed to pay weekly cash to the men and women workers at Rs. 5 and Rs. 4 respectively. The recruitment of wife of Arumugam will be considered by the management and the question of accommodation will be discussed in Works Committee.
10. Sri Andrew Fernandez (Brother of Sri Sunny Maistry) Water Falls Estate, Attakatti.	8-3-60	Reinstatement of a worker.	Agreed to reinstate the worker on or before 15th March 1960.
11. Selvakumar Transports, Pollachi.	12-4-60	Refusal of work to a worker.	Agreed to pay the worker Rs. 45 in full and final settlement.
12. Poly-Ene General Industries, Madras.	5-4-60	Discharge of a worker.	Agreed to reinstate the worker without break in service.
13. City Ice Cold Storage Co., Madras-2.	5-4-60	Re-employment of a worker.	Agreed to re-employ the worker on a daily rate of Rs. 1-9-6 payable at the end of each month.
14. Ramakrishna & Co., (Chitra Talkies Licensee), Madras.	6-4-60	Discharge of a worker.	Agreed to pay the worker Rs. 180 in full and final settlement.
15. Ravindra Industries, Madras-2.	9-4-60	Reinstatement of a worker.	Agreed to reinstate the worker with effect from 11th April, 1960, without break in service and without back wages.
16. Vasanta Press, Theosophical Society, Adyar.	12-4-60	Wage increase and D.A.	Agreed to revise the wages and to increase the D.A. by Rs. 2 from April, 1960, and additional increase of Rs. 2 from 1st October, 1960.
17. Indian Cable and Wire Industries, Guindy, Madras.	16-4-60	Issue of Suspension order to 2 workers.	Agreed to treat the suspension given to 2 workers as punishment and the workers allowed to report for duty forthwith.
18. Rama Natana Rangan, Madras-6.	19-4-60	Wage increase, bonus, etc.	Agreed to increase the wages of each worker by Rs. 3. The other demands for bonus, etc., will be taken up after 15th July, 1960, for discussion.
19. P. Natesan & Co., Madras.	25-4-60	Supply of Coffee and Allowance to delivery boy.	Agreed to pay Rs. 5 as Coffee/Tea allowance to each worker and As. 8 per day to a delivery boy as food allowance when he goes on delivery work.

(1)	(2)	(3)	(4)
20. Palkulam Estates (Private) Ltd., Nagercoil.	7-4-60	Wage increase ..	Agreed to increase the daily wages of the Maistries from 1-15-0 to Rs. 2-2-0 from 1st April, 1960.
21. Nagammal Mills Ltd., Nagercoil.	12-4-60	Lock-out ..	Agreed to admit to work all the workers except the 12 workers whose case will be taken up by the union separately for conciliation.
22. Vailamully Thucklay.	14-4-60	Rain allowance, Uniform measuring vessel, etc.	Agreed to offer alternative employment to the tappers on rainydays on time rate basis. Also agreed to adopt uniform measuring vessel in both the Divisions of the estate as an experimental measure. The management also agreed to calculate the difference in Metrolax and dry weight of rubber at the end of every quarter commencing from 1st April, 1960.
23. Sri Vasudeva Industries Ltd., Peela-medu.	1-4-60	Shifting of factory.	Agreed to the shifting of the factory, but certain workers will be provided employment during the shifting and the others will be given leave with wages to the extent to which they are eligible and any unemployment over and above the leave admissible will be treated as lay-off.
24. General Engineering Co., Patel Road, Coimbatore.	4-4-60	Non-employment of a worker.	Without wages for the period of unemployment the worker is admitted to work from 5th April, 1960, in the grinding section.
25. Balasubramania Foundry, Patel Road, Coimbatore.	4-4-60	Non-employment of 2 workers.	Sri K. Kandaswamy will be reinstated with effect from 6th April, 1960, on his giving a letter of regret for his behaviour towards the manager and he will be paid ex gratia amount of Rs. 29. Sri C. R. Anthony will be paid Rs. 328-9-0 in full and final settlement.
26. Lotus Mills Ltd., Podanur.	12-4-60	Employment and wages in the Electrical Department Workers.	The complement of the electrical department shall be fixed as 12 men for 3 shifts of 24,000 spindles. Fixed the occupational wages to certain workers.

(1)	(2)	(3)	(4)
27. Lotus Mills, Ltd., Podanur.	12-4-60	Wages and Allowances payable to Canteen workers.	Fixed the wages of the workers and agreed to pay D.A. at the rate of 3 annas per point over 100 of the Madras cost of living index.
28. Kasturi Mills, Ltd., Coimbatore.	25-4-60	Implementation of the award.	The arrears of increments due to the staff as per the award will be worked out and paid to them.
29. Maya Textile Hall, Madras.	2-4-60	Wage increase and Gratuity.	Agreed to increase the wages of each of the workers by Rs. 10 and to institute a gratuity scheme.
30. Premier Art Press, Madras.	4-4-60	Additional bonus for 1958-59 and increment.	Agreed to pay the workers half a month's basic wages as additional bonus for the year 1958-59 and grant an increment of Rs. 5 to all the workers except the off set section.
31. Gericee / Hostel, Madras-7.	4-4-60	Refusal of employment to 2 workers.	Agreed to pay Sri V. Govindan Rs. 40 and Sri V. Purushothaman Rs. 75 in full and final settlement.
32. National Trading Co., Madras.	5-4-60	Additional bonus for the year ending 31st October, 1959.	Agreed to pay the workers an additional bonus of two months wages for the year ending 31st October, 1959.
33. Ambi's Cafe, Madras.	6-4-60	Bonus for 1958-59, Gratuity Scheme, etc.	Agreed to pay the workers an additional bonus of three weeks wages for the year ending 31st March, 1959 and to institute a gratuity scheme.
34. C. S. Rajasundaram Chetty & Sons, Madras.	6-4-60	Increment ..	Agreed to grant increment of Rs. 3 and 2 to the workers who draw Rs. 50 and above and below Rs. 50 respectively.
35. Thompson & Co. (P.), Ltd., Madras.	8-4-60	Bonus, suspension etc.	Agreed to pay the workers half a month's wage as bonus for the year 1958-59. Agreed to cancel the fines imposed on certain workers, and pay a worker Rs. 80 in addition to earned leave in full settlement of all claims.
36. M. Subbarayalu Chetty, Master Weaver, Madras-21.	14-4-60	Employment of workers and bonus.	Agreed to provide work to all the workers except to Sri K. Gopal and to pay ex-gratia bonus to each worker at 2 annas per pavo for the year ending 31st December, 1959.

(1)	(2)	(3)	(4)
37. Ratnam Type Foundry, Madras.	18-4-60	Discharge of a worker.	Agreed to pay the worker arrears of earned wages in addition to Rs. 60 in full and final settlement of all his claims.
38. Danapalan Co., Madras.	20-4-60	Non-employment of 5 workers.	Agreed to provide employment to 5 workers from 21st April, 1960.
39. Madras Silk Rayon Mills (P.) Ltd., Madras-12.	25-4-60	Refusal of employment.	Agreed to provide employment from 27th April, 1960, treating the period of unemployment as leave without wages.
40. Little's Oriental Balm & Pharmaceuticals, Ltd., Madras-2.	26-4-60	Bonus for 1958-59 and reinstatement of a worker.	Agreed to reinstate the worker from 2nd May, 1960, treating the period of unemployment as leave on loss of pay. The question of bonus will be taken up for discussion soon after the decision of the Labour Court on the demand for bonus from 1957-58 is published.
41. Model Lodge, Madras.	27-4-60	Non-employment of a worker.	Agreed to take back the worker as watchman and he will be paid half-a-month's wages for the period of unemployment.
42. K. Mohan Bros., Snuff Manufactures, Madras.	28-4-60	Stoppage of work, etc.	Agreed to allow all the workers to report for duty on and from 29th April, 1960.
43. M. C. Appasamy, Chetty and Co., Madras.	29-4-60	Stay in strike by the workers.	Agreed that all the workers shall resume work from 29th April, 1960. One day's leave will be debited to the leave account of the worker who participated in the strike on 26th April, 1960. There shall be no loss in wages for the days 27th and 28th April as the workers agreed to work two hours overtime in lieu thereof.
44. The Mysore Premier Metal Factory, Madras-1.	30-4-60	Revision of wages and dearness allowance of the daily rated temporary workers.	Agreed to revise the wages and Dearness Allowance of the temporary workers as per the list in the agreement.
45. Brahmappa and Tavanappanavar (Mysore) P. Ltd., Madras.	30-4-60	Dearness Allowance increment, etc.	Agreed to enhance the Dearness Allowance of the daily rated permanent workers from Rs. 26 to 30 with effect from 1st April, 1960 and to grant increment to all the workers as per the annexure to the agreement.

(1)	(2)	(3)	(4)	(5)
46. Sri N. Chinnaswamy Chetty & N. Gurusamy Chetty, Master Weavers, Madras.	30-4-60	Resumption work.	of	Agreed that all the workers shall report for work and the workers will be paid an advance of Rs. 10 within a week from the date of resumption of work. The workers will be paid bonus of 2 annas per pavo for the year ending 31st December, 1959.
47. Madras Timber Trading Co., Madras.	30-4-60	Retrenchment of a worker.		Agreed to pay the worker Rs. 472/8 in full and final settlement of all claims.
48. Indra Cotton Mills, Chromepet, Madras.	8-4-60	Lock-out	..	The management agreed to lift the lock-out from 9th April, 1960, on the workers expressing regret for going on strike. The workers will not be eligible for wages for the period of strike and lock-out.
49. Gomathi Mills, Viravanallur.	2-4-60	Confirmation of workers.	of	Agreed to make permanent certain workers with effect from 1st April, 1960.
50. Do.	2-4-60	Transfer of Arumugam.	Sri	Agreed to the absorption of Sri Arumugam as a permanent presser in the bundling department. Sri Ramasamydas who is now working as temporary presser on relief by Arumugam will be absorbed as a temporary doff carrier.
51. Bharathi Cotton Mills, Rajapalayam.	9-4-60	Permanency of workers.	of	Agreed to make permanent 9 workers in the next available vacancies.
52. Bharathi Cotton Mills, Rajapalayam.	9-4-60	Non-employment of a worker.		Agreed to take back into service Srimalathi Gomathi Ammal as a part-time sweeper and her case for appointment as a reclar will be considered if women reclars are employed.
53. Karapagambal Mills Ltd., Rajapalayam.	9-4-60	Extra wages for spinners and increased wages to certain workers.		Agreed to pay to spinners who are minding 60's yarn and attending to more than 400 spindles extra wages at the rate of half-anna per spindle per month. Agreed to grant a flat-rate increase of Rs. 5 to certain workers.
54. Central Cafe, Tirunelveli.	16-4-60	Non employment of one worker.		Agreed to pay the worker Rs. 68 in full settlement. The management will also allow the other 21 workers to resume work from 16th April, 1960, after-noon.
55. P. V. Shanmugham Pillai and Bros. ..	20-4-60	Non-employment of one worker.		The management agreed to pay and the worker agreed to receive a lump sum amount of Rs. 110 with full and final settlement of all his claims.

(1)	(2)	(3)	(4)
56. Sri Ram Transports Satyamangalam.	6-4-60	Non-employment of certain workers.	The Management agreed to pay Rs. 150 to Athappan, conductor, in full and final settlement. The Management agreed to reinstate Sri Subhanna Gounder, driver, on and from 15th April, 1960, with continuity of service but without back wages.
57. Sivaraj Transports, Tiruppur.	6-4-60	Non-employment of certain workers.	The Management agreed to pay Rs. 140, Rs. 50 to Sri Annamalai, driver, and Sri Shanmugham, driver, respectively, in full and final settlement. Also agreed to reinstate Sri Ramaswamy, cleaner, on and from 15th April, 1960, with continuity of service but without back wages. The Management and the Union agreed to apply for a reference of the dispute regarding non-employment of G. Subramanian, conductor, to the Labour Court, Coimbatore, either jointly or separately.
58. Shaw Wallace & Co., Ltd., Fertiliser Factory, Karamadi.	18-4-60	Permanency of casual workers, bonus, time cards, uniforms, etc.	Agreed to provide time cards to each worker and make permanent the 13 workers. The Union dropped the other demands.
59. Ramakrishna Talkies, Tiruchí.	8-4-60	Dismissal of two workers.	Agreed to reinstate the two workers with back wages on the same conditions of service.
60. L. R. N. Bus Service, Salem-2.	2-4-60	Discharge of a worker.	Agreed to treat discharge of a worker as retrenchment and to pay him Rs. 215 in full settlement.
61. V. Rajamanickam Pillai Motor Service, Tiruchengode, Salem	9-4-60	Non-employment of driver K. Govindaswamy.	Agreed to pay the worker Rs. 325. The worker will be taken back to service as fresh entrant in case the management get a permit for M.D.S. 2333, matter pending in the High Court.
62. Chennakrishna Rice Mill, Salem.	23-4-60	Non-employment of certain workers.	Agreed to re-open the mill and provide employment to all the workers treating the period of unemployment as leave on loss of pay.
63. Kuthrai Panjan Estate, Yercaud.	25-4-60	Discharge of a worker.	Agreed to pay the worker Rs. 500 in full and final settlement and in case of default, matter to be reported to put for further action.

(1)	(2)	(3)	(4)
64. Shevaray Bauxite Products Co., Ltd., Yercaud.	25-4-60	Non-provision of work to a watchman.	On the watchman tendering his apology for in-efficiency, he would be employed as a badli with effect from 26th April, 1960.
65. Venugopalakrishna Cigar Factory, Athur.	28-4-60	Refusal of work to certain workers.	The Management agreed to provide work to workers for rolling a minimum of one thousand cigars daily except in certain days when there is heavy stock. The workers will receive wages fixed by the Government for rolling 1,000 cigars. The period of unemployment of the worker shall be treated as leave without wages.
66. Swarnam Mills, Athur, Salem.	30-4-60	Discharge of two workers.	Agreed to pay the two discharged workers a lump sum amount in full and final settlement of all their claims.
67. Harrison's and Crossfield Ltd., Agents, Malayalam Plantations Ltd., Quilon.	14-4-60	Bonus for 1953-54 to 1957-58.	Agreed to wait for the decision of the I.T., Trivandrum, in respect of the issue of bonus to staff for 1953-54 to 57-58. Also agreed to the deduction of the subscriptions due to the ESUSI and to promote certain categories of worker to the next higher grade.

Statement showing the Bipartite Settlements under section 18 (1) of the Industrial Disputes Act, 1947.

Sl. No.	Name of the Concern.	Date of agreement.	No. of workers involved.	Important terms of settlement.
(1)	(2)	(3)	(4)	(5)
1.	The Majestic Studios Madras-26.	15-4-60	57 workers	Agreed to cancel the order or retrenchment issued to 57 workers and to pay the wages for April, May and June, 1960, as laid down in the said agreement.
2.	Dalmia Cement (Bharat) Ltd., Dalmiapuram, Tiruchirappalli.	12-4-60	Not known.	Agreed to pay bonus at the rate of 1/4th of the basic wages earned during the year 1959 less a token cut of 1/30th of the amount of bonus calculated in each case as a penalty for the disruption of peace in the year 1958 and 1/4th of the basic wages earned by each worker in the year 1959.

(1)	(2)	(3)	(4)	(5)
3. The General Electric Co. of India (Private) Ltd.	12-4-60	Not known.		Fixed scales of wages of the different categories of workers and staff and also revised the rate of upcountry batta of the daily paid workers.
4. Sree Visalakshi Mills Ltd., Villangudi.	18-4-60	Not known.		Fixed the rate of basic wages of the different categories of workers and also fixed the D.A. at three annas per point over 100 points in the Madras Cost of living Index.
5. The South Indian Printing and Dyeing Factory, Erode.	14-4-60	24		The Management will provide employment to all the 24 workers on certain terms and conditions as per the agreement and the factory will not be closed as per notice, dated 5th March, 1960.
6. The Karur Vysya Bank Ltd., Karur.	21-4-60	Not known.		Agreed to fix the scales of wages and D.A. of the different categories of workers. The question of granting special allowances, officiating allowance, working hours and overtime, gratuity, leave benefits were also amicably settled.
7. Enfield India Ltd., Madras-19.	6-4-60	All workers.		1. The Union accepts all the terms and conditions contained in the Agreement, dated 16th May, 1959 and the Recognition Agreement, dated 10th July, 1958, between the Management and their workmen represented by the Enfield India Workers & Staff Union and assure their full co-operation in implementing the terms and conditions thereof. 2. (a) The Union recognises the temporary nature of work in the General Engineering Departments of the Company and the difficulties in establishing permanent strength for sometime in the regular production departments and agrees to the existing practice of temporary appointments of workmen of duration at the discretion of the Company depending upon the requirements of work. (b) The Management agrees to allow the monetary benefits of a workman to which he is eligible under the law in force in the event of determination of service of such temporary workmen. (c) The Management further agrees that the temporary workmen will be paid the same rates of wages as paid for regular workmen.

(1)	(2)	(3)	(3)	(5)
7. Enfield India Ltd., Madras-19.				(d) The Union undertakes to raise no industrial dispute as to the appointment of such temporary workmen or the determination of their services by the Management solely on grounds of the requirements of work. (e) The Management agrees to absorb the ex-temporary workmen whose previous services were to the satisfaction of the Management when vacancies of similar nature (Job title or Category) are filled, in the order of priority of the temporary services of the workmen. (f) However, the Management agrees that if a temporary workman works for a continuous period of more than one year in a regular production work, i.e., work connected with the manufacture of motor cycles, he will be converted into a regular workman subject to his services being to the satisfaction of the management. (g) When a temporary workman is made regular workman and he is confirmed after probation, his services as a temporary workman will be entered in his service record. (h) Henceforth, if a temporary workman is converted into a regular workman by the issue of a regular workman appointment order, his temporary service will also be taken into account for qualifying service for the purpose of provident fund benefit subject to the provisions of the Provident Funds Act. Temporary workman will be eligible for Provident Fund benefits in accordance with the Provident Funds Act. Temporary workmen will be eligible for leave and holidays as per the agreement, dated 16th May, 1959 and as per provisions of law in force. (3) The Management agrees to allow the workmen to exercise their votes during working hours at the time of Union elections and the Union agrees to hold

(1) (2) (2) (3) (5)

7. Enfield India Ltd.,
Madras-19.

all future elections during working hours of the Company in the Company's premises in the same way as was done in respect of election of the Amalgamated Union recently.

(4) (a) With reference to Clause 15 in the agreement, dated 16th May, 1959, it is agreed by the management that as far as possible an equitable procedure for conducting the trade tests would be adopted. As far as possible, the same test will be given to all workmen for a particular job if prior knowledge of the nature of the test would not give any advantage to any workmen. Wherever there will be difficulty in giving the same test or the prior knowledge will be an advantage, the different tests prescribed would be of similar intensity.

(b) A Committee consisting of the Instructor or a similar person whom the Management may nominate, the Engineer-in-charge of the Shop and an Engineer from the Industrial Engineering Department will conduct the trade-test. From the decision of the Committee, an appeal through the Union will lie to the Managing Director or to his nominee, who will normally be the Chief Engineer or the Works Manager.

5) The Management agrees to give one increment of the concerned higher group or category as his officiating allowance when a workman officiates in a higher group or category, provided he officiates for not less than seven consecutive working days. Authorized leave on account of sickness or other causes will not constitute a break for the purpose of continuity. This will be given effect to from 1st January, 1960. With effect from 15th March, 1960, a workman will work in a higher group or category only when instructed in writing by the concerned departmental-in-charge or any other person deputed by him.

(1) (2) (3) (4) (5)

7. Enfield India Ltd.,
Madras-19.

6. (a) The Management agrees that whenever a workman is promoted to a higher group or category, he will be placed in the next step in the higher group or category. If, as a result of such placement he does not get at least an amount equivalent to one increment of the higher group or category, he will be given an extra increment of the higher group or category.

(b) The due date of next increment in all cases will be only after one year from the date of promotion.

The Management agrees that the condition of being present or on authorised leave on the prior and subsequent days for wages on a festival holiday will not apply to permanent workmen. However, absence without permission will be dealt with as per Standing Orders.

8. The Management agrees that attendance incentive wages will not be deducted for absence on privilege leave provided the leave was applied for and sanctioned prior to availing the same.

9. The Management agrees wherever possible to finalise the details in respect of channels of promotion for workmen from one category or group to another within a period of two to three months and the syllabus in respect of the same within a period of another three months and the whole thing to be finalised within a period of five to six months.

10. The Management agrees to give one cup of free tea per day (or As. 1/- in lieu thereof at the discretion of the management) to the day shift workmen and one cup of free tea and one bun (or As. 2/- in lieu thereof at the discretion of the management) once during the night to night shift workmen in respect of night shifts as defined in the Agreement, dated 16th May, 1959, provided the Union agreed to the stoppage of supply of tiffin and snacks inside the Works during working hours.

(1)	(2)	(3)	(4)	(5)
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7. Enfield India Ltd.,
Madras-19.

11. Subject to the provisions of law in force, the management agrees to pay in advance to each workman an amount not exceeding As. 8 per month and an amount not exceeding Rs. 4 in any one month in any year towards Union subscription deductible out of the wages payable to the workman in the subsequent month, provided the workman gives his consent to the same in writing to the Management.

The subscription will be collected as long as the consent is alive and not withdrawn by the workman.

12. The Management agrees to send a copy of the circulars which the management normally exhibits in the Company's Notice Board and which concern the workmen, to the Union as far as practicable.

13. (a) The Management agrees to give a sum of Rs. 15,000 ex-gratia as good-will Bonus for the year 1958.

(b) Only those workmen who are covered by the Agreement, dated 16th May, 1959 and who are appointed prior to 1st July, 1958 and continue to be in the service of the Company on the date when this Bonus becomes payable, are eligible for this Bonus.

(c) Apprentices will not be eligible for this Bonus and Technical Assistants who are covered by the Agreement, dated 16th May, 1959, will be excluded for a share in this Bonus amount.

(d) The sum of Rs. 15,000 will be so distributed that each workman will get not less than Rs. 10.

(e) The distribution among the eligible workmen shall be proportionate to their actual earnings of wages during the year 1958 (subject to a minimum of Rs. 10) exclusive of over-time and any other special allowances.

14. The Union agrees to treat this Bonus purely as ex-gratia and as a good-will Bonus and not to treat the same as precedent for claiming Bonus in future years.

(1)	(2)	(3)	(4)	(5)
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7. Enfield India Ltd.,
Madras-19.

15. The Union accepts this sum of Rs. 15,000 in full and final settlement of all claims for Bonus for the year 1958 and previous years and undertakes that they will not raise any dispute whatever in respect of the same in future.

16. The Management and the Union agree that Wage Incentive Scheme for daily rated workmen as per terms and conditions in Annexure No. I with Appendices I to VI will be introduced in the Company as early as possible and the Union assures their full co-operation in implementing the same.

17. This Supplementary agreement shall be in force for the same period as the Agreement, dated 16th May, 1959, except Clause (16) in respect of Wage Incentive Scheme which is governed by terms, conditions and duration as per Annexure No. I to this supplementary Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands this sixth day of April, Nineteen Hundred and Sixty.

3. Statement showing the list of Industrial Disputes referred for adjudication to Industrial Tribunal, Madras, and the Labour Courts published in the Fort St. George Gazette during the month of April, 1960.

Name of the concern in which the dispute has arisen.	Issues.	G.O. No. and date of reference.
(1)	(2)	(3)

(a) Industrial Tribunal, Madras.

Kanyakumari District.—

1. Certain Rubber Estates at Kanyakumari Dt.

(1) Kanthimathy Estate, Kaliel P.O.

(2) Vaikuntam Estate, Marthandam P.O.

(3) Greenham Estates, Kulasekaram.

(1) Whether the workers are entitled to any additional bonus for the year 1958 and if so, to fix the quantum of such additional bonus to be paid.

(2) Whether the factory workers are entitled for their usual normal wages when they are deputed for field work.

G.O. Ms. No. 1601, Industries, Labour and Co-operation (Labour), dated 22nd March, 1960.

(1)	(2)	(3)
(4) New Ambedi Estates, Kulasckaram.		
(5) Mukkampala Estate, Thuckalay.		
(6) Sivolokam Estate, Nagercoil.		
(7) Maruthi Estate, Nagercoil.		
<i>Coimbatore District.—</i>		
a. Certain Beedi Factories at Palladam.	Fixation of bonus for 1958	G.O. Ms. No. 1568, I.L. & C. (Labour), dt., 24th March, 1960.
(1) Sri P. L. Velayudham Gopal Mark Beedi, Palladam (Branch).		
(2) Sri B. S. Amir Sahib Gopal Mark Beedi (Branch), Palladam.		
(3) Sri Kader Batcha Kuyil Beedi Factory (Branch), Palladam.		
(4) Sri Abdul Razaac S. P. S. Majeeth Beedi Factory (Branch), Palladam.		
(5) Sri S. K. Imam Nary Mark Beedi Factory (Branch), Palladam.		
3. Pachamalai Estate, Valparai P.O.	(1) Whether non-employment of the 17 workers mentioned in the annexure to the G.O. is justified and to what relief they are entitled. (2) To compute the relief if any awarded in terms of money if it can be so computed. (3) Whether there are any other cases of victimisation by the management of the union members who are workers of the estate for their trade union activities.	G.O. Ms. No. 1670, I.L. & C. (Labour), dt., 24th March, 1960.
<i>Madras District.—</i>		
4. Sri Ganesa Engineering Works, Madras.	(1) Whether the demand of the workmen for the payment of wages once a month as against the present system of payment once a week is justified?	G.O. Ms. No. 1795, I.L. & C. (Labour), dt., 5th April, 1960.
<i>Salem District.—</i>		
5. R. P. David & Company, Salem.	(1) Whether the dismissal of conductor P. Kuppuswamy is justified and to what relief he is entitled? (2) To compute the relief if any awarded in terms of money, if it can be so computed.	G.O. Ms. No. 1802, I.L. & C. (Labour), dt., 5th April, 1960.
<i>Tiruchirappalli District.—</i>		
6. Cauvery Sugar Chemicals Ltd., Pettavai-thalai, Tiruchirappalli.	(1) Whether the action of the Management of Cauvery Sugar & Chemicals Limited in having removed from the factory rolls, the names of 517 workers is justified? If not to what relief the workmen are entitled.	G.O. Ms. No. 2020, I.L. & C. (Labour), dt., 14th April, 1960.

(1)	(2)	(3)
	(2) To compute the relief if any awarded in terms of money, if it can be so computed.	
<i>Thanjavur District.—</i>		
7. Kumbakonam Electric Supply Corporation Limited, Kumbakonam.	(1) Whether the non-employment of Sri C. R. Balu is justified and to what relief he is entitled? (2) Whether the stoppage of increment of Sri K. S. Ramadoss, Caretaker, is justified and to what relief he is entitled? (3) Whether the recovery of a sum of Rs. 777/- from Sri Seshadri, Asst. Store-keeper for the alleged loss of certain stores is justified and to what relief he is entitled? (4) Whether the demand for a 25 per cent. increase in the existing wages of the employees is justified? (5) To compute the relief, if any, awarded, in terms of money, if it can be so computed.	G.O. Ms. No. 2045, I.L. & C. (Labour), dt., 16th April, 1960.
LABOUR COURTS.		
<i>Labour Court, Coimbatore.</i>		
<i>Coimbatore District.—</i>		
Erratum :		
8. Iyerpadi Estate, Iyerpadi P.O.	Erratum to G.O. Ms. No. 1119, I.L. & C., dated 3rd March, 1960, published at page 394 of Part I of the <i>Fort St. George Gazette</i> , dated 16th March, 1960. Substitute the word "Karuppannan" (No. 1) for the word "Karuppan" (No. 1.).	
9. Siskundra Estate, Valparai P.O.	(1) Whether the non-employment of Sri D. Robert Edwing, Plucking worker, is justified, and to what relief he is entitled. (2) To compute the relief, if any awarded, in terms of money, if it can be so computed.	G.O. Ms. No. 1803, I.L. & C. (Labour), dt., 5th April, 1960.
<i>Salem District.—</i>		
10. Namakkal Ramalingam Company (Private) Ltd., Rasipuram.	(1) Whether the non-employment of conductor P.S. Kolandai is justified and to what relief he is entitled. (2) To compute relief, if any, awarded in terms of money, if it can be so computed.	G.O. Ms. No. 1565, I.L. & C. (Labour), dt., 24th March, 1960.
11. Thambi Transports, Salem.	(1) Whether the non-employment of the following workers is justified and to what relief they are entitled. (a) K. Dharmalingam, Checking Inspector. (b) S. Sellappan, Cleaner. (2) To compute the relief if any, awarded in terms of money, if it can be so computed.	G.O. Ms. No. 1566, I.L. & C. (Labour), dt., 24th March, 1960.

(1)	(2)	(3)
12. Sri Thambi Motor Service, Salem.	1. To fix the quantum of bonus for 1958-59. 2. Whether the non-employment of conductor Raju Naidu is justified and to what relief he is entitled. 3. To compute the relief, if any awarded in terms of money if it can be so computed.	G.O. Ms. No. 1567, I.L. & C., (Labour), dt., 24th March, 1960.
Labour Court, Madras.		
Madras District.—		
13. Ramakrishna Lunch Home and Sankar Cafe, Madras-1.	1. Whether the non-employment of Krishnan, by the management of R. L.H. is justified and to what relief he is entitled. 2. To compute the relief if any, awarded in terms of money, if it can be so computed.	G.O. Ms. No. 1696, I.L. & C., (Labour), dt., 30th March, 1960.
Labour Court, Madurai.		
Kanyakumari District.—		
14. M. N. P. Bus & Lorry Transports, Nagercoil.	1. Whether the non-employment of K. Sadasivam Thambi, Checker, is justified and to what relief he is entitled. 2. To compute the relief, if any, awarded in terms of money, if it can be so computed.	G.O. Ms. No. 1569, I.L. & C., (Labour), dt., 24th March, 1960.
Trichy District.—		
15. Ambika Vilas Coffee Club, Pudukottai.	1. Whether the non-employment of Kumarappan is justified and to what relief he is entitled. 2. To compute the relief if any, awarded in terms of money if it can be so computed.	G.O. Ms. No. 1649, I.L. & C., (Labour), dt., 26th March, 1960.
16. Ramakrishna Lunch Home, Ganesa Vilas Coffee Club and Lakshmi Vilas Coffee Club, Tiruchi.	1. Fixation of scales of wages for different categories of workmen and fitment of the existing workmen. 2. Fixation of dearness allowance. 3. Fixation of quantum of bonus for 1958-59. 4. Introduction of a gratuity scheme.	
17. Angalamman Transports, Musiri.	1. Whether the non-employment of S. M. Arumugam is justified and to what relief he is entitled. 2. To compute the relief if any awarded in terms of money, if it can be so computed.	G.O. Ms. No. 1572, I.L. & C., (Labour), dt., 24th March, 1960.
18. Sundaram Transports, Tiruchirapalli.	1. Whether the non-employment of driver S. Narayanan Chettiar is justified and to what relief he is entitled. 2. To compute the relief, if any awarded in terms of money if it can be so computed.	G.O. Ms. No. 1860, I.L. & C., (Labour), dt., 7th April, 1960.

(1)	(2)	(3)
Tirunelveli District.—		
19. Tuticorin Spinning Mills Limited, Tuticorin.	1. Whether the retrenchment of the following 6 workmen is justified and to what relief they are entitled. 1. C. V. Manickam. 2. Thomas. 3. Moses. 4. Manual Missier. 5. Wales. 6. Geoffny Hilkie. 2. To compute the relief if any awarded in terms of money if it can be so computed.	G.O. Ms. No. 1698, I.L. & C., (Labour), dt., 30th March, 1960.

4. Statement showing the list of awards of the State Industrial Tribunal and the Labour Courts published in the supplement to Part I of the Fort St. George Gazette during the month of April, 1960.

Sl. No.	Name of the concern.	Page and date of the Gazette.	G.O. Number and date in which the award is published.
(1)	(2)	(3)	(4)

Industrial Tribunal, Madras.

Madras District.

1. Neptune Studios Limited, Madras.	9-11	G.O. Ms. No. 1709, I.L. & C., (Labour), dt., 31st March, 1960.
2. Radio & Electricals Ltd., Madras.	13-4-60	G.O.R. No. 498, I.L. & C., (Labour), dt., 22nd March, 1960.
3. The Mysore Premier Metal Factory, Madras.	9-10	G.O.R. No. 643, I.L. & C., (Labour), dt., 9th April, 1960.
4. Timber Depots in Madras City.	6-4-60	G.O. Ms. No. 1708, I.L. & C., (Labour), dt., 31st March, 1960.

Salem District.

5. Mettur Spinning Mills, Mettur Dam.	11	G.O. Ms. No. 1641, I.L. & C., (Labour), dt., 26th March, 1960.
6. Rajendra Mills Limited, Salem.	6-4-60	G.O. Ms. No. 1725, I.L. & C., (Labour), dt., 31st March, 1960.
7. R. P. David & Company, Salem and N. S. Motor Service, Salem.	11-12	* G.O. Ms. No. 1563, I.L. & C., (Labour), dt., 24th March, 1960.

Kanyakumari District.

8. Pioneer Motor Service, Nagercoil.	6-7	G.O.R. No. 646, I.L. & C., (Labour), dt., 12th April, 1960.
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Tiruchi District.

9. Charity Aids Bus Service and Trichy-Manachanallur Transports (Private) Ltd., Tiruchi.	7	G.O. Ms. No. 1970, I.L. & C., (Labour), dt., 12th April, 1960.
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(1)	(2)	(3)	(4)
<i>Labour Courts.</i>			
Labour Court, Coimbatore.			
10. Lotus Mills Limited, Coimbatore.	3-4 13-4-60	G.O.R. No. 582, I.L. & C., (Labour), dt., 4th April, 1960.	
Salem District.			
11. Sundaram Spinning Mills, Komarapalayam.	3-5 6-4-60	G.O. Ms. No. 1594, I.L. & C., (Labour), dt., 25th March, 1960.	
12. B. K. P. M. Bus Service, Krishnagiri.	4-6 13-4-60	G.O. Ms. No. 1721, I.L. & C., (Labour), dt., 31st March, 1960.	
13. K. O. Natesan Chettiar Ruling Factory, Komarapalayam.	1-2 13-4-60	G.O.R. No. 546, I.L. & C., (Labour), dt., 30th March, 1960.	
14. Sundar Cafe, Salem ..	6-7 13-4-60	G.O. Ms. No. 1822, I.L. & C., (Labour), dt., 5th April, 1960.	
15. Kathiresan Press, Coimbatore..	3-4 27-4-60	G.O. Ms. No. 2016, I.L. & C., (Labour), dt., 14th April, 1960.	
16. E. K. Hajee Mohamed Meera Sahib & Sons, Tannery, Erode.	27 20-4-60	G.O.R. No. 642, I.L. & C., (Labour), dt., 9th April, 1960.	
Labour Court, Madurai.			
Tiruchirapalli District.			
17. Angalamman Transports, Musiri.	2-3 13-4-60	* G.O.R. No. 549, I.L. & C., (Labour), dt., 30th March, 1960.	
18. Thanganagaipattarai, Tiruchi District.	2 13-4-60	G.O.R. No. 548, I.L. & C., (Labour), dt., 30th March, 1960.	
19. Navabarath Cottage and Small Scale Industries, Vadivelnagar, Karur.	2-3 27-4-60	G.O. Ms. No. 1969, I.L. & C., (Labour), dt., 12th April, 1960.	
Madurai District.			
20. Karthikeya Bhavan Hotel, Madurai.	26-27 20-4-60	G.O.R. No. 641, I.L. & C., (Labour), dt., 8th April, 1960.	
Tirunelveli District.			
21. Sri Balasaraswathi Motor Works, Tirunelveli Junction.	5 27-4-60	G.O. Ms. No. 2039, I.L. & C., (Labour), dt., 16th April, 1960.	
Kanyakumari District.			
22. Vaikuntam Estate, Marthandam Post.	24 20-4-60	G.O. Ms. No. 1835, I.L. & C., (Labour), dt., 6th April, 1960.	
23. Do.	23-24 20-4-60	G.O. Ms. No. 1834, I.L. & C., (Labour), dt., 6th April, 1960.	
24. Pioneer Motors (Private) Limited, Nagercoil	1 27-4-60	G.O. Ms. No. 1960, I.L. & C., (Labour), dt., 9th April, 1960.	
Labour Court, Madras.			
Madras District.			
25. Bombay Surgical Equipment Company, Madras.	7-9 6-4-60	G.O. Ms. No. 1612, I.L. & C., (Labour), dt., 25th March, 1960.	
26. Hotel Dasaprakash, Madras ..	4-7 6-4-60	G.O. Ms. No. 1611, I.L. & C., (Labour), dt., 25th March, 1960.	

(1)	(2)	(3)	(4)
27. Shoba Textorium, Madras ..	1-3 6-4-60	G.O. Ms. No. 1542, I.L. & C., (Labour), dt., 29th March, 1960.	
28. National Carbon Company Ltd., Madras.	1-23 20-4-60	G.O. Ms. No. 1829, I.L. & C., (Labour), dt., 6th April, 1960.	
29. Hindi Prachar Press, Madras..	24-25 20-4-60	G.O.R. No. 638, I.L. & C., (Labour), dt., 8th April, 1960.	
30. Appab & Company, Madras ..	25-26 20-4-60	* G.O.R. No. 639, I.L. & C., (Labour), dt., 8th April, 1960.	
31. Do.	26 20-4-60	G.O.R. No. 640, I.L. & C., (Labour), dt., 8th April, 1960.	

* N.B.—Denotes the awards under section 33-A of the Industrial Disputes Act, 1947.

6. Statement showing the closures and stoppages of work in factories and Mills for reasons other than strike and lock-outs in the State of Madras for the month of April, 1960.

Name of concern.	Industry.	Number of workers involved.	Closures.		Cause.	Compensation paid to workers.
			Began—	Ended.		
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. Alfred Burg and Co., India (P.) Ltd., 246, 247, Poonamalli High Road, Madras-27.	Miscellaneous	23	22-4-60	..	Due to heavy loss.	Pending enquiry.
2. Vijaya Lodge No. 2, Acharappan St., Madras-1.	Hotel	17	13-4-60	..	Do.	Settled by direct negotiation.
3. Glenvans Estate Tea Factory, New Post, Nilgiris (Manufacturing section only).	Plantation	28	2-4-60	..	For carrying out the correction of the machinery.	Alternative employment has been provided to all the workers.

7. Particulars of complaints received and investigated and settled by the Labour Officers in the State of Madras during the month of April, 1960.

Sl. No.	Labour Officers.	Wages & Allowances.	Bonus.	Personnel (dismissal & suspension).	Retren- chment.	Leave & Hours of work.	Others (not classi- fiable).	Causes not known.	Total.	Complaints investigated and settled.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
1.	Coimbatore I	18	1	12	..	2	32	..	65	65
2.	Coimbatore II	6	3	11	..	..	2	..	22	22
3.	Coonoor	23	1	15	..	..	18	..	57	57
4.	Madras I	25	7	28	..	6	27	..	53	53
5.	Madras II	31	10	44	..	..	..	..	85	70
6.	Madras III	12	4	9	..	2	4	..	31	31
7.	Nagercoil	8	2	10	..	4	9	..	33	15
8.	Pollachi	2	..	13	1	1	5	..	22	22
9.	Salem	2	1	39	..	..	18	..	60	48
10.	Tiruchirappalli	3	1	19	..	3	8	..	34	34
11.	Tirunelveli	11	5	7	20	3	20	..	66	66
12.	Madurai	10	6	56	1	1	33	..	107	107
13.	Vellore	8	..	9	..	..	11	..	28	10
Total ..	159	41	272	22	22	22	187	..	703	650

8. Industrial Employment (Standing Orders) Act, 1946.

Statement showing the number of Standing Orders certified during the month of April, 1960.

Number of Standing Orders certified as on 1st April, 1960	..	859
Number of Standing Orders certified during April, 1960	..	19
Total	..	878

Number of amendments to the Standing Orders certified in April, 1960	..	4
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9. Workmen's Compensation Act, 1923—Statement of Accident reported and amounts of compensation paid for the month of April, 1960.

Number of accident resuled on.	Amount of compensation paid under each Head.	
	Rs.	nP.
(a) Death	26,399	13
(b) Permanent disablement	..	..
(c) Temporary disablement	1,715	40
Total	28,114	53

10. Statement showing the number cases filed and disposed of during the period from 1st April, 1960 to 30th April, 1960.

	Numbers pending.	Numbers recorded.	Total.	Numbers disposed of.	Balance.
(1)	(2)	(3)	(4)	(5)	(6)
1. Application under Section 10 :					
(a) Fatal	55	9	64	2	62
(b) Non-Fatal :					
Permanent disablement.	48	6	54	1	53
Temporary disablement	4	..	4	1	3
2. Deposit under Section 8 (1) :					
(a) Fatal	69	15	84	6	78
(b) Persons under a legal disability	4	1	5	2	3
3. Deposit under Section 8 (2)	6	2	8	3	5
4. Memorandum of agreement :					
(a) Permanent disablement	46	16	62	17	45
(b) Temporary disablement	1	..	1	..	1
5. Recovery under Section 31	3	..	3	..	3
6. Indemnification under Section 12	3	..	3	1	2
Total	239	49	288	33	255

11. Payment of Wages Act.

Statement for the month of April, 1960:

1. Number of cases pending as on 1st April, 1960
2. Number of applications filed during the month
3. Number of applications disposed off during the month
4. Number of cases pending at the end of the month i.e., 30th April, 1960

12. (a). (1) Applications under section 51 of Madras Shops and Establishments Act.

Pending on 1st April, 1960	..	..
Received during April, 1960	..	..
Disposed of during April, 1960	..	..
Pending on 1st May, 1960	..	..

(2) Appeals under Section 41 of Madras Shops and Establishments Act.

Pending on 1st April, 1960	..	248
Received during April, 1960	..	21
Disposed of during April, 1960	..	21
Pending on 1st May, 1960	..	248

12. (b). Appeal under Section 19 of the Madras Catering Establishment Act.

Appeals pending on 1st April, 1960	..	65
Received during April, 1960	..	5
Disposed of during April, 1960	..	3
Appeals pending on 1st May, 1960	..	67

13. List of Trade Unions Registered under the Indian Trade Unions Act, 1926, during the month of April, 1960.

Serial number.	Registration No.	Date of registration.	Industry.	Name and address of the trade union.
(1)	(2)	(3)	(4)	(5)
1.	2854	1-4-60	Textile	.. Kumari District Mill Labourers' Union, C/o. Nellai District Labourers' Union, Anandasamudram Gramam, Nagercoil.
2.	2855	4-4-60	Do.	.. The Gudiyattam Taluk Handloom Weavers' Union, 55, Arjuna Mudali Street, Chunnampet, Gudiyattam.
3.	2856	Do.	E. G. W. and Sanitary services	.. Municipal Thozilalar Sangam, No. 30, Mallichetty Pillaiar Koil Street, Kosapalayam, Arni, North Arcot District.
4.	2857	Do.	Services	.. The Station Workshop Civilian Employees Union, C/o. Station Workshops, Wellington, Nilgiris.
5.	2858	Do.	Miscellaneous	.. Tiruppur Abarana Thozilalar Sangam, 18/23, Eswaran Koil Street, Tiruppur.
6.	2859	Do.	Do.	.. Tamilnad, Embroidery Workers' Union, 'Thamizhan Illam, Johni John Khan Street, Madras-14.
7.	2860	Do.	Do.	.. National General Workers Union, 12/131, Varanapuram, Bhavani.
8.	2861	Do.	Motor Transport	.. The Coimbatore Ex-servicemen's Co-operative Motor Transport Society Employees Union, 10/29, Kattoor, Coimbatore.

(1)	(2)	(3)	(4)	(5)
9.	2862	Do.	Textiles	.. Salem Kaitheri Nesavu Thozhilalar Sangam, D. No. 82, Sowrashttra Krishnan Koil Street, Salem Town-1.
10.	2863	Do.	Miscellaneous	.. The Government Woodwork Unit Employees' Union, 53, Kandasami Koil Street, Perambur Barracks, Madras 12.
11.	2864	Do.	Do.	.. Enfield Employees' Union, 21, Sannadhi Street, Madras-19.
12.	2865	18— 4—60	Metal Products	.. The Mettur Metal and Metallurgical Corporation Workers' Union, Mettur Dam.
13.	2866	Do.	Miscellaneous	.. Madras News Agency Employees' Union, 8, Narasingapuram Street, Mount Road, Madras-2.
14.	2867	Do.	Motor Transport	.. Kancheepuram Motor Workers' Union, C/o. Labourers' Restaurant, Municipal Bus Stand, Kancheepuram.
15.	2868	Do.	Printing publishing and allied Industries.	Dinaseithi Employees' Union, 136, Strahans Road, Madras-12.
16.	2869	30— 4—60	Leather and Leather Products.	Tamilnad Tannery Employees' Organisation, Mohmed Villa, Perambut, North Arcot District.
17.	2870	Do.	Chemical and Chemical products.	Saya Thozhilalar Munnetra Sangam, 1458, Vanakara Vaikkolkara Street, M. Chavadi, Tanjore.
18.	2871	Do.	Textiles	.. Tamilnad Handloom Weavers' Congress, 127, Jawahar Bazaar, Karur.
19.	2872	Do.	Miscellaneous	.. Thennaimara Thozhilalargal Sangam, Sankaralingapuram, Lingavadi Post, Melur Taluk, Madurai District.
20.	2873	Do.	Textiles	.. Sakthi Textiles Workers' Trade Union, P.B. No. 36, Pollachi.
21.	2874	Do.	Motor Transport	.. Rajalakshmi Motor Workers' Union, Band Line Near Liberty Theatre Commercial Road, Ootacamund.
22.	2875	Do.	Textiles	.. Goyals Dresses Employees' Union, 4, West Cott Road, Madras-14.

List of Trade Unions Cancelled during the month of April, 1960.

(1)	(2)	(3)	(4)	(5)
1.	2088	9— 4—60	Leather and leather products.	The Perambur Chrome Leather Tannery Labour Union, Madras.
2.	2127	Do.	Agriculture	.. The Agricultural Workers' Union, Big Kancheepuram.
3.	2275	Do.	E. G. W. Sanitary Services.	The Nagarasuthi Thozhilalar Sangam, Puliangudi.
4.	2316	Do.	Engineering	.. Sri Ganesar Engineering Workers' Union, Madras.
5.	2625	12— 4—60	Textiles	.. The M. S. H. W. Co-operative Societies Limited, Cuddalore Weaving Factory Workers' Union, Cuddalore.
6.	2405	14— 4—60	Banking	.. The Pandyan Bank Employees' Union, Tirunelveli.
7.	2470	Do.	Engineering	.. The Madras Cycles Oil Mills Engineering and General Workers' Union, Madras.
8.	1785	20— 4—60	Tobacco	.. The Vellore Cigar Workers' Union, Vellore.
9.	1942	Do.	Miscellaneous	.. The K. M. A. Employees' Union, Madras.
10.	2308	Do.	Printing, publishing and Allied Industries.	The Oxford University Press (Madras Branch) Employees' Union, Madras.
11.	2491	Do.	Agriculture	.. The Vilavancode Taluk Vivasaya Thozhilalar Union, Chakrapany.
12.	1573	21— 4—60	Printing, publishing and Allied Industries.	The Press Trust of India Limited, Staff Union, Madras.

LIST OF TRADE UNIONS AMALGAMATED DURING THE MONTH OF APRIL, 1960.

Serial number.	Register number.	Name and Address of the Amalgamated Union.	Name of the Unions amalgamated.
1.	2864	Enfield Employees Union, 21, Sannadhi Street, Madras-19.	1. Enfield India Limited Employees' Union, Madras. (R. No. 2501). 2. Enfield India Workers and Staff Union, Madras. (R. No. 2527)

ABSTRACT.

1.	Total number of Trade Unions as on 1st April, 1960	..	1,004
2.	Total number of Trade Unions registered during the period	..	22
3.	Total number of Trade Unions cancelled during the period	..	12
4.	Total number of Trade Unions amalgamated during the period	..	2
5.	Total number of Trade Unions dissolved during the period	..	..
6.	Total number of Trade Unions as on 30th April, 1960	..	1,012

14. Particulars of inspections made by the Inspectors during the month of April, 1960.

Serial number.	Particulars.	Factories Act.	Payment of Wages Act.	Madras Maternity Benefit Act.	Madras Shops and Establishments Act and Madras Catering Establishments Act.	Minimum Wages Act.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Number of establishments inspected ..	372	678	156	28,748	350
2.	Nature of irregularities noticed.	9	3	..	—	2
3.	Number of cases warned ..	40	3	..	578	10
4.	Number of prosecutions launched ..	9	..	..	32	2
5.	Number of convictions obtained ..	7	..	..	17	—
6.	Amount of fine levied in rupees ..	685	..	..	193	..
					118	

N.B.—† Information under the Madras Catering Establishment Act, 1958.

The common irregularities noticed were in respect of maintenance of registers,* exhibition of notices, upkeep, sanitation, employment of young persons and payment of wages at rates lower than those fixed under the Minimum Wages Act, 1948.

15. (a) Numerical List of Factories for the month of April, 1960.

District.	At the Beginning.				Registered.				Removed.				TOTAL.				REMARKS.			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)		(17)	(18)	
		Other than hotels and restaurants.		Section 2 (m) (ii).		Section 85 (1).			Other than hotels and restaurants.		Section 2 (m) (ii).		Section 85 (1).		Other than hotels and restaurants.		Section 2 (m) (ii).		Section 85 (1).	
		2 (m) (i).	Hotels and restaurants.			2 (m) (i).	Hotels and restaurants.			2 (m) (i).	Hotels and restaurants.			2 (m) (i).	Hotels and restaurants.					
1. Madras	640	161	113	37	189	161	113	37	189	161	113	37	189	161	113	37	189	161	113	
2. Chingleput	131	293	221	147	52	131	293	221	52	131	293	221	52	131	293	221	52	131	293	
3. South Arcot	221	357	202	90	67	221	357	202	90	67	221	357	202	90	67	221	357	202	90	
4. North Arcot	357	202	82	147	114	357	202	82	114	357	202	82	114	357	202	82	114	357	202	
5. Tanjore	202	82	147	30	99	202	82	147	30	99	202	82	147	30	99	202	82	147	30	
6. Tiruchirappalli	82	147	30	90	275	82	147	30	275	82	147	30	275	82	147	30	275	82	147	
7. Madurai	97	102	135	97	102	97	102	135	97	102	97	102	135	97	102	97	102	135	97	
8. Ramanathapuram	202	357	202	97	102	202	357	202	97	102	202	357	202	97	102	202	357	202	97	
9. Tirunelveli	236	86	143	68	143	236	86	143	68	143	236	86	143	68	143	236	86	143	68	
10. Coimbatore	815	357	107	64	193	815	357	107	64	193	815	357	107	64	193	815	357	107	64	
11. Salem	357	107	64	1	15	357	107	64	1	15	357	107	64	1	15	357	107	64	1	
12. The Nilgiris	107	34	1	6	15	107	34	1	6	15	107	34	1	6	15	107	34	1	6	
13. Kanyakumari	34	1	6	15	15	34	1	6	15	15	34	1	6	15	15	34	1	6	15	
Total ..	3667	744	1501	12	3	3667	744	1501	12	3	3667	744	1501	12	3	3667	744	1501	12	

* 41 power, 6 non-power and 27 notified factories transferred from Tindivanam to the Inspector of Factories, II, Circle, Madras.

15. (b) Numerical List of Plantations covered by the Plantations Labour Act, 1951, for the month of April, 1960.

S.No.	Category of Plantations.	At the beginning of the month.		Registered.		Removed.		At the end of the month.	
		A.	B.	A.	B.	A.	B.	A.	B.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1. Coffee	123	28,603.13	24	3,625.91	..	..	147	32,319.04	..
2. Tea	126	62,585.54	..	..	..	..	126	62,585.54	..
3. Rubber	15	7,525.68	1	291.00	1	291.00	15	7,525.68	..
4. Cinchona	3	9,406.00	..	..	..	..	3	9,406.00	..
5. Cardamom	2	200.00	..	..	..	..	2	200.00	..
Total ..	269	1,08,410.35	25	3,916.91	1	291.00	293	1,12,036.26	..

Note.—A : Number of Plantations.

B : Total Acreage under cultivation.

6. (a) Statement of Accidents for the month of April, 1960.

Number of Industries. (1)	Name of Industry. (2)	Number of Accidents.	
		Fatal. (3)	Non-Fatal. (4)
01	Processes allied to agriculture (Gins and Presses).	..	..
20	Food Except Beverages	..	17
21	Beverages	..	..
22	Tobacco	..	..
23	Textiles	..	254
24	Foot-wear, other wearing apparel and made-up textile goods	..	..
25	Wood and cork except furniture	..	1
26	Furniture and fixtures	..	7
27	Paper and paper products	..	..
28	Printing, Publishing and allied Industries	..	8
29	Leather and Leather products (except foot-wear)	..	5
30	Rubber and rubber products	..	5
31	Chemicals and Chemical products	..	79
32	Products of petroleum and coal	..	..
33	Non-metallic Mineral Products (except Products of Petroleum and coal.)	..	37
34	Basic Metal industries	..	11
35	Metal Products (except machinery and transport equipments)	..	5
36	Machinery (except electrical machinery)	..	128
37	Electrical Machinery, apparatus, appliances and supplies	..	19
38	Transport equipment	1	635
39	Miscellaneous Industries	..	10
51	Electricity, Gas and Steam	..	12
52	Water and Sanitary Services	..	..
83	Recreation Services (Cinema Studios)	..	2
84	Personal Services (laundries, dyeing and cleaning).	..	..
Total ..		1	1,235

16. (b) Statement of Accidents in Cotton and Jute Mills for the month of April, 1960.

Name of Industry. (1)	ADULTS.		ADOLESCENTS.		CHILDREN.	
	Men. (2)	Women. (3)	Male. (4)	Female. (5)	Boys. (6)	Girls. (7)
Cotton Machinery—						
1. Opening and Blow Room Machinery.	7	1	..	..	..	..
2. Card Room Machinery	27	1	..	..	..	..
3. Drawing Frames	6	..	..	..	..	..
4. Speed Frames	14	..	..	..	..	..
5. Spinning Machinery.	52	..	..	..	..	..
6. Weaving Machinery.	20	..	..	..	..	..
7. Finishing Machinery.	1	1	..	..	..	..
8. Flying Shuttles	1	..	..	..	..	..
9. Other Miscellaneous Textile Machinery.	11	3	..	..	..	..
10. Miscellaneous Non-Machinery Accidents	107	2	..	..	..	..
Total ..	246	8	..	..	..	..
Jute Machinery						
..	Nil	..	..	..	..	..

17. The Government of Madras granted exemption to the following factories and establishments from the provisions of the Acts and Rules as indicated below during the month of April, 1960.

Names of the factory or establishment. (1)	Section from which exempted. (2)	Duration of exemption. (3)	Authority. (4)
Employees State Insurance Act, 1948.			
F.I.N.S. Women's Workshop, Madras.	From all the provisions of the E.S.I. Act except Chapter V-A of the said Act.	For a period of one year with effect from 10th April, 1960.	S.R.O. No. A-2408 of 1960, published at page 574 of the <i>Fort St. George Gazette</i> , dated 19th April, 1960.
The Bazin Bridge Power-house, Madras.	Do.	For a further period upto 27th March, 1961.	S.R.O. No. A-2207 of 1960, published at page 530 of the <i>Fort St. George Gazette</i> , dated 6th April, 1960.
The Meter Repairing Section of the Meter, Relay Text Division, M.E.S. Madras.			
The Papanasam Power House, Papanasam Project, Ambasamudram, Madras.			
Saranjam Karyalaya, Guindy, Madras.	Do.	For a period of one year from 6th April, 1960.	S.R.O. No. A-2349 of 1960, published at page 564 of the <i>Fort St. George Gazette</i> , dated 6th April, 1960.

Madras Shops and Establishments Act, 1947.

All Stalls situated in the Madurai Municipal Chitrai Exhibition, 1960, Madurai.	Suspended from operation of all the provisions of the Madras Shops and Establishment Act, 1947.	For a period of thirty-five days from 25th April, 1960 to 29th May, 1960 (both days inclusive).	S.R.O. No. A-2699 of 1960, published at page 665 of <i>Fort St. George Gazette</i> , dated 27th April, 1960.
All Co-operative societies registered or deemed to be registered under the Madras Co-operative Societies, Act 1932.	Do.	Upto and inclusive of the 30th September, 1960.	S.R.O. No. A-2568 of 1960, published at pages 627, 628 of the <i>Fort St. George Gazette</i> , dated 20th April, 1960.

Minimum Wages Act, 1948.

(Draft Notification) Hospital and Medical Staff, domestic servants, nursery men, watchmen, cattle-keepers, scavengers and sweepers, employed in any plantation, that is to say any estate which maintained for the purpose of growing Cinchona, Rubber, Tea or Coffee.	From the provisions of sections 13 and 14 of the said Act.	For a period of one year from the date of publication of this notification in the <i>Fort St. George Gazette</i> .	S.R.O. No. A-2409 of 1960 published at page 574 of the <i>Fort St. George Gazette</i> , dated 13th April, 1960.
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18. Consolidated Statement of Prices of Cotton and Yarn for April, 1960.

For the week ending.	Price of cotton per candy of 784 lbs.	
	Cambodia.	Karunganni.
	Rs.	Rs.
2nd April, 1960	850/980	750/870
9th April, 1960	850/980	750/870
16th April, 1960	850/980	750/870
23rd April, 1960	850/980	750/870
30th April, 1960	850/980	750/870

For the week ending.	Prices of yarn per bundle of 10 lbs.	
	20s.	
	Rs.	
2nd April, 1960	21.25/22.00	
9th April, 1960	21.25/22.00	
16th April, 1960	21.25/22.00	
23rd April, 1960	21.25/22.00	
30th April, 1960	21.25/22.00	

19. The cost of living index numbers* applicable to employees in employments scheduled under the Minimum Wages Act, 1948 (Central Act XI of 1948) in Madras City and the different mofussil urban centres for the month of April, 1960, as ascertained and declared by the Director of Statistics under Section 2 (d) of that Act.

*The cost of living index numbers are now called Consumer Price Index numbers.

Centre.	Food.	Fuel and lighting.	Clothing.	House Rent.	Miscellaneous.	Cost of living index.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(Base : Year ended June, 1936 : 100).						
1. Madras City	502.5 (a)	550.5	420.9	258.3	341.0	445.5
2. Cuddalore	447.4	386.3	350.4	338.8	432.9	422.2
3. Tiruchirappalli	455.0	456.2	403.7	304.1	352.5	407.3
4. Madurai	406.1	361.3	503.8	189.49	280.9	414.0
5. Coimbatore	490.7	460.9	477.4	423.9	293.5	465.8

	Food.	Housing.	Clothing.	Miscellaneous.	Cost of living index.
(Base : August, 1939 : 100).					
6. Nagercoil	543.3	339.9	512.9	277.8	470.0

Comparative statement of the cost of living index numbers for the months of March, 1960 and April, 1960.

Zone.	Centre.	Cost of Living Index numbers for the month of		Variation.
		March 1960.	April 1960.	
(Base : Year ended June, 1936 : 100).				
1. Madras City and Chingleput District.	Madras City ..	445.6	445.5	—° 1
2. North Arcot and South Arcot Districts.	Cuddalore ..	421	422	+ 1
3. Tiruchirapalli and Tanjore Districts.	Tiruchirapalli ..	410	407	— 3
4. Madurai, Ramanadhapuram and Tirunelveli Districts.	Madurai ..	411	414	+ 3
5. Coimbatore and Salem Districts.	Coimbatore ..	464	466	+ 2
(Base : August 1939—100).				
6. Kanyakumari District ..	Nagercoil ..	470	470	..

MADRAS CITY. INDEX-446

Index Stationary.

The index for the food group fell by three points to 502 due mainly to a fall in the prices of chillies and tamarind.

The index for the fuel and lighting group rose by five points to 551 due to a rise in the price of firewood.

The index for the clothing group rose by five points to 421 due to a rise in the prices of dhoties, shirting, upper cloth sarces and petticoat cloth.

The index for the miscellaneous group rose by four points to 341 due mainly to a rise in the expenditure on education.

The index for house rent remained unchanged at 258.

Group.	Weight proportional to the total expenditure	Group Index Numbers.	
		March, 1960.	April, 1960.
Food ..	58.23	504.7	502.5*
Fuel and Lighting ..	8.42	545.7	550.5
Clothing ..	6.10	415.9	420.9
House rent ..	14.57	258.3	258.3
Miscellaneous ..	12.68	337.2	341.0
Total ..	100.00		
Cost of Living Index Numbers ..		445.6	445.5

* 502.47 to two decimal places.

CUDDALORE INDEX-422.

A rise of one point.

The index for the food group rose by two points to 447 due mainly to a rise in the price of rice.

The index for the fuel and lighting group fell by four points to 386 due to a fall in the price of kerosene oil.

The group indices in respect of clothing, house-rent and miscellaneous remained unchanged at 350, 334 and 433 points respectively.

TIRUCHIRAPALLI. INDEX-407.

A fall of three points.

The index for the food group fell by five points to 455 due mainly to a fall in the prices of chillies, tamarind and turmeric.

The group index numbers in respect of fuel and lighting, clothing, house-rent and miscellaneous remained unaltered at 456, 404, 204 and 353 points respectively.

MADURAI. INDEX-414.

A rise of three points.

The index for the food group rose by six points to 496 due mainly to a rise in the price of rice.

The index for the miscellaneous group rose by one point to 281 due to a rise in the price of tobacco for chewing.

The group indices in respect of fuel and lighting, clothing and house-rent remained stationary at 361, 504 and 189 points respectively.

COIMBATORE. INDEX-466.

A rise of two points.

The index for the food group rose by four points to 491 due mainly to a rise in the price of rice.

The group indices in respect of fuel and lighting, clothing, house-rent and miscellaneous remained unchanged at 461, 477, 424 and 294 points respectively.

(Base : August, 1939 : 100).

NAGERCOIL. INDEX-470.

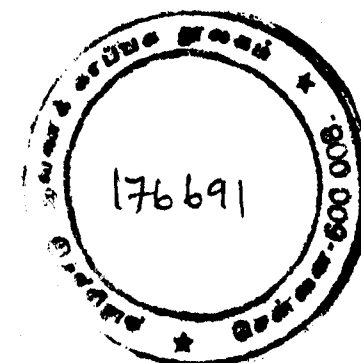
A slight fall.

The index for the food group fell by one point to 543 due mainly to a fall in the prices of condiments and fish.

The index for the housing group rose by two points to 340 due to a rise in the price of kerosene oil.

The index for the miscellaneous group fell by two points to 278 due to a fall in the price of betel leaves.

The index for the clothing group remained unchanged at 513.



X: 9m 21, 1954

MADRAS LABOUR GAZETTE

The "*Madras Labour Gazette*" is a monthly publication aiming to give a brief review of the progress made by the State in the field of Industrial relations. It is hoped to cater to the needs of the employers as well as Labour by supplying statistical and other information on work stoppages, industrial disputes, trade unions, consumer 'price index number for working class, (cost of living index No.) summaries of awards of Industrial Tribunals and Labour Courts, agreements, etc. The publication will also include articles from specialists in the various subjects relating to industrial relations.