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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 caters 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 also includes articles from specialists in the various subjects relating to industrial relations.

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THE MADRAS LABOUR GAZETTE

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SPECIAL ARTICLES

THE HEALTHY ATTITUDE TOWARD SAFETY

For those of us in the labour movement, safety is not a textbook problem nor an academic proposition.

That a worker's attitude can be affected by his psychological state—no reasonable person will deny. Every time a non-mechanical accident occurs, a human failure has occurred and that human failure was in a large part shaped by the attitude of the worker.

However, accepting this as a fact (as we willingly do) I cannot help but feel that we lose touch with much of the problem of accident prevention and safety if we attempt to approach it at the somewhat lofty level of "psychology."

In attempting to nourish healthy attitudes towards accident prevention, I fear I would have little success in selling the individual on correcting his psychological attitudes as such.

Nevertheless, we do know attitudes are the key to safety consciousness. So, if I may, I would like to digress from the formal topic as listed in the programme to make a few comments about basic tenets of accident prevention and mention several successful experiments in building healthy safety attitudes on the job site—and leave the psychological and psychosomatic implications to you.

Nobody goes to work in the morning expecting to be injured during the day. I doubt if any of the persons killed in traffic accidents left their homes expecting to die. "It can't happen to me" is the attitude that ranks number one on the accident hit parade.

Without exception, at one time or another, we all act in a fashion that could cause an accident. Most of the time we get away with it. But all too frequently we don't, and we join one of the classifications of the ever increasing accident statistics.

How can we change?

What can we do to make every individual understand "it *can* happen to me?"

Where do we start to build attitudes in every individual to consciously avoid accidents?

Generally, people do not accept what someone else says simply because an arbitrary statement is made. In most instances resistance is immediately built up and the listener becomes stubborn.

In a free society a worker cannot be *forced* to share and respect authority. However, when supervision and management, in good faith, offers a worker the chance to participate in an accident prevention programme, the first step has been taken towards developing attitudes directed toward safe practices.

In the development of proper attitudes toward accident prevention among workers, it is essential that management's concern be one of humanitarian interest in the worker. If the attitude of management takes any other form, it will adversely affect the attitude of the worker.

We accept the fact that management is responsible for providing a safe place for the worker to do his job. Accident prevention, however, cannot stop there. If it does, undesirable attitudes will fill the vacuum.

It is the continuing sincerity of purpose on the part of management in carrying out the accident prevention programme that has a positive effect on the worker's attitude.

Management frequently attempts to sell accident prevention at safety meetings by telling the worker about the cost of accidents in dollars and cents. The worker is urged to work safely to keep costs down. The definition of cost is the "joker" in this presentation.

I have attended many such meetings and heard comments to the effect:

"When accidents occur, insurance rates go up."

"Profits are cut."

"Additional costs make our bid higher."

"Higher bids may cost you and us a job."

Now that kind of approach may have merit if you are selling supervision on the value of accident prevention. Obviously a proper attitude towards money costs is important.

However, "losses" have a different meaning to an employee than to an employer. Losses to the employer may mean increased cost of production, increased cost in insurance, increased cost in replacement, increased cost because of delay, and increased cost in damage to his reputation.

Losses to the employee may mean loss of life, loss of wages, loss of earning capacity, suffering because of injury or suffering in many forms by his loved ones.

If costs are used to sell an employee on accident prevention, it is essential to define costs in terms that directly affect him. Experience has proved that the most effective way to explain the value of accident prevention to the employee is by making him a part of the programme.

I might, in passing, caution that selling accident prevention to supervision, on the basis of money costs alone, may backfire. When management questions intermediate supervision on costs there is often a reaction to "cut corners". When supervision is directed to keep costs down, it should be clearly stated that such cost reduction must not be at the expense of good accident prevention practices.

On the basis of my experience, I am convinced that there is nothing in a worker's attitude that cannot be affected by proper approach. The current vogue is to set up the individual workers attitude as the major roadblock to progress in accident prevention. I submit that this is not true.

I have consistently found the worker's attitude towards accident prevention very susceptible to proper direction if he is approached on the basis of mutual co-operation. Co-operation, I again emphasize, includes making the worker a part of the accident prevention programme. The "one-way system" where the employer unilaterally makes the rules, plans and operates the entire safety programme, always finds a lack of interest on the part of the worker.

Our success has been with the "two-way system" where the worker is made a part of the programme and tied into the programme at *all* levels.

In order for a programme to win worker acceptance, the employee must have a feeling of genuine and meaningful participation. The "two-way system" gives this feeling. The "one-way system" tends to create passive resistance.

Workers believe they know how to discuss the hazards of their work, and I have found they do.

They *certainly* know how much they prefer life over death— a whole body over a maimed one.

After years of being "*told*" the worker is anxious to "*do*"

I am convinced that workers will enjoy an opportunity to participate in an accident prevention programme. They know well that such a programme affects their chances of staying alive and whole.

Workers have read signs, looked at bulletins, heard slogans, been given rules and have been held in captive audiences to be informed about safety.

They have been "*told*" so much, so often, that instead of developing an accident prevention consciousness the reverse has been true. Boredom and resentment have created a mental roadblock.

There can be no question about the first plank in a safety platform: When employees do participate in their employer's accident prevention programme they have no desire to usurp the authority or responsibility of their employer to provide a safe place to work.

The employee's concern is to help the employer carry out his responsibility to provide a safe work place—in their own self-interest, employees desire to make their own jobs safe.

It is apparent that when the interests of mangement and the worker are of such tremendous mutual concern, closer corporation in the use of their accumulated know-how and experience in accident prevention can be mutually beneficial.

New attitudes are created out of whole cloth, or old attitudes are changed by the method in which the accident prevention programme is sold.

I would like to discuss briefly some basic tenets of accident prevention, and mention several specific cases where I have witnessed attitudes being developed; the manner in which these attitudes were fixed; and what was done to establish good accident prevention practices.

Every safety programme has rules.

Now, no American likes rules. They feel rules limit their freedom. They feel that rules take away their God-given right to do as they please—if you will, their right to be wrong. This resentment is multiplied if they feel a specific rule unjust or unreasonable.

Americans resent discipline. It is for children. Strict discipline stirs memories of the military service—of lands from which their forefathers fled from arbitrary discipline.

These attitudes are not peculiar to workers—they are shared universally with all Americans. We just don't like to be restricted by rules—bound by discipline.

In accident prevention work *it is imperative that rules be written with a purpose, and equally imperative that the purpose be made known to the worker.* History provides us with many important lessons in accident prevention. Study of the past has great value in determining future plans.

I have had the opportunity to review hundreds of accident investigation reports. Most of these reports were dual in nature, representing two parallel attempts to find out what happened. In accidents of extreme severity, a third investigation and report was made. In each case, the final section of the report was directed at fixing responsibility for the accident. Without exception, the final blame was laid upon the worker.

I could write the last line of the next 10 reports I see right now. "Records show the worker was warned." Many times this undoubtedly is true. But I can't buy a 1,000 batting average in any ball game—particularly not in the life-giving accident prevention field.

When accident investigation reports become a "whitewash", or become routine matters filed away in a dusty cabinet, resentment and opposition will develop on the part of the worker, and his attitude will be so affected.

When accident investigation reports are directed at finding the real cause of the accident and correcting the problem to prevent recurrence, workers will have a healthy co-operative attitude towards such reports.

The "tried and true" safety meeting has great potential in developing good attitudes towards accident prevention. I have referred to captive audiences, and the possible adverse effect of a poor safety meeting.

I would like to mention a rather successful experience we had some time ago. A group of union representatives met regularly to review safety problems and progress. We were not satisfied that we were successfully impressing the workers with the universal concern about safe practices. We knew that the contractor was concerned. We knew the sub-contractor was concerned. After kicking the problem around we came up with an idea and went into action,

First, we went to every union representing the workers and asked them if they could get their members on several of the larger jobs to give up 15 minutes of their lunch hour. They said they'd try. Each one contacted his respective members, and the men agreed to eat lunch promptly and attend a meeting at 12:15. Secondly, we went to the employers and told them of the men's decision to meet. We requested the employers to give fifteen minutes also, and asked them to permit a job-site meeting from 12:15 to 12:45. The companies agreed to give the time and also granted permission for the meeting to be held.

Our first meeting was held at the site of a 40-story building project under way in the down-town area—where hundreds of "sidewalk superintendents" checked the job daily. The meeting was attended by the president of the company holding the prime contract, the sub-contractors, the material suppliers, the insurance carriers and State Labour Department officials, as well as union officials and all the employees. The success and interest of the meeting can be testified to by the fact that the "sidewalk supers" got so interested, even *they* stayed for the full meeting—returning late to their jobs. The success of this forceful presentation of common concern over accident prevention was spread all over town, and the same type of meeting was repeated at other job sites.

This somewhat dramatic method of bringing home the safety message affected the attitudes of everyone concerned. Employers, Labour Department officials, the owners, the insurance carriers—but most important of all, the individual workers who were being exposed to the safety hazards. Attitudes focussed sharply on the common concern for safe practices and mutual co-operation.

I will always remember two comments following that first meeting. The press carried articles captioned "something new in unionism" and described this safety meeting *called by the workers*, as "novel".

The second comment was made by the consulting engineer on the project, an experienced man with years in the field. "Mr. Wharton, I have been on projects all over the world, and this is the first time I ever witnessed a meeting of this kind".

Good safety meetings can build *good* attitudes, but beware of ***the repetitive, routine meeting that lulls the audience to sleep, for bad safety meetings will create bad attitudes.*** Many times a worker's attitude will be affected by example, even where other methods fail.

Some years ago on a large river pier construction job, repeated efforts were made by lecture, poster and by direct orders to have everyone working over water wear a life jacket. All these efforts were to no avail—the jackets just weren't used. On the company's next water job, the project manager made it a strict order that all of the supervisors on the job were to wear life jackets at all times. This they did. Within a few days the workers began to grumble. When they were asked what was wrong they answered that management's concern was limited to the supervisors, because only the supervisors had life jackets. The workers were advised that they could draw life jackets if they desired. At the start of the next shift every man drew a life jacket—and more *important*—wore it until the end of the job.

Leadership in setting an example of good accident prevention is a valuable tool in attitude building.

While speaking of setting an example, I would also comment on one of the most dangerous tasks in our everyday life-crossing a street that is heavy with traffic. Recently, when I was in Pittsburgh for a week, I met each morning with the officers of our local there. After discussing the day's agenda and having our morning coffee, we walked some six or seven blocks to the building where we were meeting. The first two days the members of the group would dance across the street, red light or no red light (prevailing practice in Pittsburgh and one or two other cities.) While my associates were dodging tail fins and chrome bumpers, I remained on the curb until I had the green light. On the third day the members of the group couldn't restrain themselves, and they commented upon my waiting for the light. I pointed out to them that a long time ago I had developed the attitude of treating stoplights the same whether I was driving or walking. Well, I don't know how they're crossing the streets today, but at least for the balance of the week I was in town they followed my example.

On occasion, good attitudes towards accident prevention happen almost by accident.

My own attitude (and the attitude of many others) was affected many years ago at a routine accident prevention meeting. I attended this employer-sponsored luncheon meeting along with a number of contractors and safety engineers.

After a pleasant lunch we entered into a thorough discussion of broken arms. Our speaker related the accident history of a certain type of gasoline engine used on small pumps, mortar mixers and compressors.

He pointed out the high frequency of broken arms resulting from cranking these engines, and produced statistical evidence that such broken arms carried a money cost of $300. He also stated that each machine had broken several arms in the course of its usable life.

That meeting discussed various ways of safe cranking for some 30 minutes, when all of a sudden some fellow in the back of the room asked how much a self-starter would cost. It took a few minutes to get the answer, but finally a contractor volunteered that if puchased with a machine a self-starter would cost less than a hundred dollers. If installed on an old machine, about $ 50 more. This chance question and answer (so simple-nevertheless, overlooked) immediately changed everyone's attitude towards first costs. New machines were ordered with self-starters, and old machines were taken to the shop and equipped with starters as fast as they could be pulled off the jobs. The change in attitude towards *first* costs substantially reduced *total* cost, and eliminated needless suffering.

Attitudes are the result of our accumulated knowledge and may be developed in undirected (accidental if you would) ways.

Needless to say, the accident prevention story is not all rosy. There are pitfalls along the way, some of them well hidden.

When I was working with my local union, a confractors' association with whom we did business was fortunate in having as its executive secretary a quite capable gentleman who was very concerned with accident prevention and safety programmes.

Under his leadership the association conducted semi-annual "superintendents' and foremans' accident prevention meetings." These dinner meetings were developed for intermediate supervisors, and they accepted it as their own meeting. Representatives of the labour organizations were invited also, and took an active part in the meeting. In addition to top notch safety speakers, discussions were held among those present; and participation was excellent. Awards were made to various supervisors for their accident prevention activities; and companies with good safety records were given recognition. For a number of years these meetings paid off handsomely in accident prevention. Good attitudes were developed, safe practices encouraged and good performance was rewarded.

After a number of years, the association got a new executive secretary, and the new fellow carried on this programme for a few years. Unfortunately, after a few years the meeting turned into a "night out.".

Several times I drove 250 miles to attend these meetings. I attended my last meeting to have dinner at 6-30, hear a few introductions with very brief remarks—look at a few hastily shown slides and then adjourn to the National League ball park at 8 : 15. The meetings that had nourished so many healthy attitudes had become sterile. This bothered me quiet a bit, and when I had the occasion I inquired why this had happened. The answer I received was "we like to give the men an evening out." I'm not opposed to "evenings out," but I was opposed—and am opposed to-day—to seeing a fine, creative meeting, rich in ideas and inspiration, go on the block in favour of an "evening out."

While the leaders of the association I referred to could hardly be accused of intentionally sabotaging the accident prevention programme, they were misguided in their zeal to look good.

There are many misguided individuals who actually falsify accident reports—or omit them completely.

Some while ago I discussed with the general executive board of our union the possibility of awarding prizes for accident prevention ideas. The plan was to provide, for monthly prizes and annual grand prizes to our members, and awards to those of our employers who developed outstanding accident records.

We felt that awards to our employers would be a new venture, and a novel idea. As secretary-treasurer of our union, I was given authority to provide two $ 100 bonds for monthly prizes and two $ 500 bonds for the annual grand prizes for our members. I was also authorized to have a suitable plaque cast for presentation to the employer with the best safety record. That authority exists today — but we have made no awards to date. Why? Quite frankly, some of the methods of recording "good" safety records have developed a suspicion among many of us in our organization. Until we can be certain that accident records are not falsely developed, we hesitate to make awards. We have run into the following situation: On visiting a job we found Bill Jones or John Smith a cast on his leg, walking on crutches. As we had not received an accident report on him we were surprised and sympathetic. Our sympathy was appreciated but unnecessary, according to Mr. Jones or Mr. Smith. "Oh, its O. K., I'm not losing any time—I'm working every day." This was most interesting, and upon investigation we found that he was indeed working every day at a "made job" in the tool room. The employer made a job for the man in order to avoid showing him as a "lost time" accident. Mr. Jones or Mr. Smith *thought* he had a considerate employer. His attitude towards his employer in *that* respect was good. Then we had to show him that, while regular income at no loss in wages was comforting during his recovery, the possibility of severe consequences occurring later, as a result of his injury, was quite possible. By remaining on the payroll, making no accident report and showing no lost time, it might be most difficult to secure his future rights under workmen's compensation. This certainly is a misguided attitude on the part of both employer and employee. A good safety record was on paper and the worker felt his employer most considerate towards his injury. But what have they learned? The worker has little concern for future accidents, because he feels he won't lose anything financially. The employer has covered up his record by carrying the man, and has little concern for recurrence, because he feels he can continue to cover up.

We feel both of these attitudes lead to more accidents, and repeat accidents, rather than to accident prevention.

We don't feel a "good" paper record, covering up a bad performance record, is worthy of awards for merit.

If reports are to have value, they must be valid.

In relating these experiences (for better or for worse) I have dealt with situations where we knew the facts surrounding each case.

In conclusion, I would like to point out an instance where not having information about a situation caused inaction—with the result that accidents are continuing and nothing is being done to change the practice.

In my work with both the labour division and the construction section of the national safety council, I have made efforts—along with my colleagues —to have several organized groups affiliate with our group.

From a number of organizations, the response we received to our solicitation was "we have few accidents in our section of the industry."

Now I have on file in my office a copy of a Labour Department survey of accidents in the construction industry—the type of accident as well as the frequency rate and severity rate—for all trades.

Although a little out of date, this survey showed that contrary to the expressed opinion of these groups they have a pretty bad accident record. Because of lack of information accurately compiled and promulgated, these groups have developed an attitude that they don't need to worry because they haven't got a problem!

Fortunately, through the efforts of some of my associates, the Bureau of Labour Statistics has entered into a new study of accidents in the construction industry, and we eagerly await the information it will produce.

When these reports are available, and spell out the story in crystal-clear form, I am certain my friends in these disbelieving groups will change their attitudes towards participation in our *safety* programme.

In listing these various ideas and incidents, I have reviewed in a few minutes some of the accomplishments of many years of work in the field of accident prevention. But it was not always so. I can recall when I was first invited to speak on the problem of accident prevention. My own knowledge at the time was limited to saw horses on open pits and red lantern on the saw horses.

When I approached the various records on file, I found—to my dismay —that our efforts to date had been towards improving the lot of the worker *after* he was injured. We had put on determined, campaigns for improved workmen's compensation laws—and had success, but our people were still being injured—still suffering. And I was bothered and concerned.

Today hundreds of us gather under the auspices of Governor Anderson and the State Labour Department to attack the problem of accident prevention. National organizations have developed to meet the need of protecting our greatest assets—life and limb—against accidental destruction. But again I say, it was not always so. The growth of our safety programme in our International Union pretty much parallels the increasing concern with this problem by *all* responsible people. Our " post facto " attitude has come a long way in developing into an attitude of working to avoid accidents, for we know full well from bitter experience and boundless suffering how much cheaper is the ounce of prevention than the pound of cure. I would also like to emphasize that, while most of my experiences related here to you come from the construction industry, there is no doubt that they apply equally in any industry. *If* an accident prevention programme is humanitarian and continuous, and *if* the workers have meaningful participation in it, you're on the way to success. *If* your necessary rules and regulations have a clearly understood reason and purpose, and if the leadership in your organization leads by example, you will reach success. And if your accident reporting and investigating strikes without fear or favour to the *genuine* cause of accidents, and such reports are used to prevent recurrence, you will assure the future success of your safety programme.

These planks for a solid safety programme, of necessity, rest on equal participation by labour and management—*employer and employee.*

I've never seen lives saved or injury prevented by negotiation, mediation, conciliation or arbitration—but I *have* seen wonders worked through co-operation.

And if I leave one thought in your mind this morning, I hope it will be that priceless, lifesaving word *co-operation.*

(By courtesy—American Labour Review, January 1962.)

INDUSTRIAL SAFETY

Caught in a nip between conveyor Belt and Pulley.

A worker was engaged in cleaning a conveyor belt in motion with a broom when the broom was accidently caught in the nip between the belt and the pulley of the conveyor. Investigation showed that while attempting to free the broom, his right hand was dragged inside the nip and wrenched off below the shoulder. As a result of the injury received, he died.

This accident serves to emphasise the necessity of guarding the nips of the belts and pulleys on the conveyor systems. It would also be desirable to avoid cleaning while the conveyors are in motion.

(*Information sent by the Chief Inspector of Factories, West Bengal*).

Insecurely fenced screw conveyor

In an oil mill, a worker was carrying a bag full of cotton seeds to the feed platform of a screw conveyor. While he was emptying the bag near the screw conveyor feeding an expeller, his leg slipped displacing the cover over the screw conveyor. As a result, his left leg went inside the screw conveyor and he received serious injuries. He was removed to hospital where his leg had to be amputated.

This accident would not have occurred had the screw conveyor been securily fenced as required under Section 21 of the Factories Act, 1948.

(*Information sent by the Chief Inspector of Factories, Maharashtra*).

Collapse of Walls.

Recently two serious accidents occurred in factories due to piling of materials against walls which were not constructed to withstand latter pressure so as to act as retaining walls.

In one factory, the wall of a godown was 10 inches thick against which pig iron billets were piled in a haphazard manner. The wall collapsed causing the death of a passerby and three others who were seriously injured. In another factory, coke was piled to a height of about 25 feet against a 10 inches thick boundary wall which was 10 feet in height. The collapse of the wall resulted in the death of the workers and serious injuries to two others.

Accidents on this account could be prevented if it is appreciated that ordinary enclosures and partition walls are not retaining walls and therefore cannot withstand lateral loading. Stacking of material against walls should be prohibited. A gap of atleast 18 inches should be left between the wall and a stack. If stacks are built close to the walls, workers are likely to take less care in the stacking of material properly in the belief that the walls will hold any movement which may occur. Spacing between a stack and wall also enables the construction of stacks to be checked. Further, workers should be trained in the safe methods of stacking and proper supervision should be exercised over the work.

(Information sent by the Chief Inspector of Factories, West Bengal)

Accidental starting of Induced Draught Fan.

In a steel plant, a large induced draught fan was to be repaired. Electric supply to the fan was cut off and permit to work was obtained from the electrical department. After repairs supply was restored for a trial run. As the repairs were found to be not satisfactory, "permit to work" was again obtained from the electrical department and the workers continued the repair work of the fan. While the repairs were in progress, some one started the fan motor and as a result one of the workers was hit by the moving blade causing him such serious injuries that he died almost instantaneously.

This fatal accident shows that the "permit to work" system was not fool-proof. Locks should be fitted on the switches to prevent unauthorised operation of switches.

(Information sent by the Chief Inspector of Factories, Madhya Pradesh).

Fatal accident at a screw conveyor.

The screw conveyor situated in the basement of the packing plant of a cement factory had gone out of order. Therefore the cover on the top of the screw conveyor which was bolted to the casing was removed. To check the alignment of the screw it had to be turned. But the control switch of the conveyor was in the packing plant from where the basement was not visible. This switch was put on and conveyor was operated. While attending to the work of alignment, a spanner of the worker fell down in the conveyor. While trying to take out the spanner the worker was caught in between the casing and the screw and was killed instantaneouely.

The worker should not have attempted to remove the spanner until the conveyor was stoped. It was suggested that cut-out switches should be provided at different points along the conveyor so that it could be stopped when required or in an emergency.

(Information sent by the Chief Inspector of Factories, Bihar.)

LABOUR NEWS

INDUSTRIAL RELATIONS

January 1962

The labour situation in the State was generally satisfactory. There were twenty two strikes during the month of January 1962. Of these nine related to textile mills and thirteen related to other industries affecting 2704 workers and 1734 workers respectively. The mandays lost as a result of the stoppages were 3242 and 8516 respectively. The details of the more important strikes are as follows.

Textiles

About 133 workers of Sri Vasudeva Industries, Ltd., Perianaickenpalayam, Coimbatore, struck work from 10 January 1962 to 13 January 1962 as a protest against the promotion of a worker. The strike was called off on the mediation of the Labour Officer.

About 33 workers of Sundararaja Textiles Ltd., Kalappathi P. O. Coimbatore struck work from 17-1-62 to 27-1-62 demanding higher wages etc. The workers resumed work voluntarily.

About 26 workers of the Buckingham and Carnatic Mills, Madras struck work from 3-30 p.m. to 3-50 p.m.. on 8-1-62 demanding revision of wage scales. The workers resumed work voluntarily.

The workers numbering about 2512 employed in the Somasundaram Mills Ltd., Coimbatore, Kumaran Mills, Coimbatore, Sri Balasubrumania Mills, Coimbatore, Renga Vilas Ltd., Peelamedu, Coimbatore, Kothari Textiles Mill, Coimbatore and the Coimbatore Spinning and Weaving Mills Ltd., Coimbatore went on strike from 13-1-62 to 16-1-62 (14th and 15th were mill holidays) to mark their sorrow over the demise of Sri A. Ajoy Ghosh and they resumed work voluntarily.

Other Industries

About 73 workers of Nathella Sampathu Chetty & Sons (P) Ltd., Madras struck work on 11-1-62 demanding advance for Pongal. The strike was called off on the same day on the mediation of the Labour Officer.

Abont 88 workers of Gowri Tile Works, Manamadurai, struck work from 8-1-62 to 20-1-62 demanding bonus for the year 1959 to 1961. The workers resumed work after direct negotiation.

About 134 workers of the Kanthimathi Estate, Kaliel, struck work from 18-12-61 to 17-1-62 demanding a wage increase etc. The strike was called off after direct negotiation. The workers of this estate again struck work from 29-1-62. The reasons for the strike are not known and the strike still continues.

The workers of the Puthuthottam Estate, Valparai numbering about 332, of the Korangumudi Estate Valparai numbering about 149 and of the Manamboli Estate numbering about 379 struck work from 16-1-62 to 20-1-62 demanding increase in the rate of bonus. The strike was called off on the intervention of the Commissioner of Labour, Madras.

About 232 workers of the Hindusthan Lever Ltd., Tiruchirapalli struck work from 12-30 p.m. on 5-1-62 to 11-30 a.m. on 6-1-62 as a protest against certain enquiry proceedings. The workers resumed work voluntarily.

About 40 workers of the Taj Mahal Diamond Works, Tiruchirapalli struck work from 18-1-62 to 25-1-62 as a protest against the suspension of a worker. The strike was called off on the intervention of the Commissioner of Labour, Madras.

About 130 workers of the M. L. J. Press, Mylapore, Madras-4 struck work from 6-1-62 to 9-1-62. The strike was called off on the mediation of the Labour Officer.

About 50 workers of Indian Cable and Wire Industries, Madras struck work from 11-1-62 to 12-1-62 demanding bonus etc. The stricke was called off on the mediation of the Labour Officer.

About 50 workers of the Conjop Electronic Industries, Madras-7 struck work from 8 A. M. to 9-30 P. M. on 19-1-62 as a protest against the refusal of the management to permit the workers to take tiffin inside the workshop. The workers resumed work voluntarily.

The workers numbering about 12 employed in Dhandapani Oil Mills, Venugopal Oil Mills and Parwathi Oil Mills, Madras-5 struck from 17-1-62 to 24-1-62 as a protest against the payment of "Dakshina Paisa". The workers resumed work after direct negotiation.

Other Strikes Which Took Place in the Preceding Months

About 250 workers of certain tanneries at Salem struck work on 11-12-61 as a mark of sympathy with the strike of the workers in A. S. Abdul Khader & Co., Salem. The workers resumed work voluntarily.

About 407 workers of the Wentworth Estate Cherambadi P. O. struck work from 14-12-61 to 15-12-61 as a protest against the reinstatement of a worker. The strike was called off on the mediation of the Labour Officer.

About 193 workers of Burn & Co. Ltd., Salem, struck work from 11-12-61 to 13-12-61 as a protest against the transfer of some factory workers. The strike was called off on the mediation of the Labour Officer.

CENTRAL SPHERE

1. **General:**

The Regional Labour Commissioner (Central), Madras attended the meeting of the Dock Labour Board, Madras Port Trust on 12-1-1962.

2. **Conciliation:**

(a) The Regional Labour Commissioner (Central), Madras held conciliation proceedings in the dispute between the management and workmen of Bank of Madurai Ltd., Madurai (represented by Bank of Madurai Employee's Union, Madras) over termination of service of Sri A. R. Sambandam, vice President of the Union. As the parties could not come to an amicable settlement, failure of conciliation report was submitted to Government.

(b) The Conciliation Officer (C), Madras held conciliation proceedings in the following disputes during the month and brought about amicable settlements.

(1) In the dispute between the management of Chittapur Stone Quarries Co. (P) Ltd., Chittapur and the Chittapur Stone Quarries Labour and Employee's Union, Chittapur over demands for Bonus and increase in Wages.

(2) In the dispute between the management of Kolar Gold Mining Undertakings (Mysore Mine), K. G. F. and the Mysore Mines Workers' Union, K. G. F. regarding upgrading of Brakesmen working on shift No. 5.

(c) The Conciliation Officer (C) (Verification), Madras held conciliation proceedings in the dispute between the employees State Insurance Corporation and the Employees State Insurance Corporation Employees' Union, Madras over certain demands and brought about an amicable settlement.

The Conciliation Officer (C) (Verification), Madras held conciliation proceedings in the dispute between M/s. Krishna & Co., Madras and Madras Port and Dock Workers' Union over certain demands during the month. As the parties could be arrived at in the dispute.

3.	Strikes and Lockouts.	Nil
4.	Threatend Strikes and Lockouts.	Nil

5. **Particulars Regarding Disputes Received:—**

(a)	No. of industrial disputes pending.	2
(b)	No. of industrial disputes received.	5
(c)	No. of industrial disputes settled.	7

(d) No. of threatened strikes. Nil

(e) No. of strikes which materialised. Nil

(f) No. of Draft Standing Orders Certified. Nil

STATE SPHERE

Conciliation under the Industrial Disputes Act, 1947

The Conciliation Officers enquired into and settled 677 disputes during the month of January 1962. Of these 70 were industrial disputes in which settlements were recorded under section 12(3) of the Industrial Disputes Act, 1947.

Adjudication under the Industrial Disputes Act, 1947

The state government referred sixteen industrial disputes in which settlements could not be brought about by conciliation for adjudication by the Industrial Tribunal, Madras and the Labour Courts, Coimbatore Madras and Madurai. The details of the disputes referred for adjudication have been published in the Madras Labour Gazette relating to February, 1962.

WELFARE

The employment situation in general in the Madras State remained fairly steady during January 1962.

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

Draughtsmen (Civil and Mechanical), Engineering Graduates (Mechanical and Electrical), Diplome Holders (LME / LEE / LCE / LAE, Automobile Foremen, Librarian, High School Assistants (B.T. / L.T. / B.Ed. in Mathematics and Science), P.T. Instructors / Instructresses, Pharmacists, Stenographers, Drivers with Heavy Endorsed Licence, Electricians, Mechanists, Instructors in Carpentry and Weaving, Medical Officers, Language Pandits (Tamil, Hindi, Telegu and Malayalam), Sanitary Inspectors Instrument Mechanics, and Blacksmiths.

Surpluses continued to exist in the clerical and unskilled categories.

The following manpower schemes launched under the Second Five Year Plan were in progress:

(a) **Employment Market Information Scheme:**

The enquiry for the quarter ended 31-12-1961 was in progress during the month. For this enquiry, 3346 establishments in the Public Sector and 21925 establishments in the Private Sector were addressed and the percentage of response from the public and private sectors was 35.3 and 24.6 respectively.

(b) **Occupational Research and Analysis Scheme:**

Under this Scheme, the Occupational definitions together with the work schedules in respect of occupations under the family of occupations 'Makers of Musical Instruments and Related Workers' were sent to the Directorate General of Employment and Training, New Delhi, during the month.

(c) **Youth Employment service and Employment Counselling Scheme:**

The Youth Emploment Service and Employment Counselling Units attached to the District Employment Offices, Madras, Madurai, Tiruchirapalli, and Coimbatore continued to give Vocational Guidance during the month:

	Madras	Madurai	Tiruchi	Coimbatore
1. Number of Youths given group guidance. ...	821	286	357	333
2. Number of Youths guided individually. ...	34	16	43	17
3. Number of youths provided with guidance information. ...	279	157	188	301

(d) **General**

The Employment Information and Assistance Bureaux functioning at Sankarankoil and Paramakudi Blocks in Tirunelveli and Ramanathapuram Districts respectively interviewed 135 applicants and effected 126 renewals. The registration Units functioning in Salem and Ramanathapuram districts registered 126 applicants and effected 75 renewals during the month.

HOUSING

During the II-nd Five Year Plan, the Government have sanctioned 23 Schemes for the construction of 1700 houses. Out of these, the construction of 1296 houses has been completed and the construction of 46 houses has reached the roof level. 72 houses have been constructed upto Plinth level. The eonstruction of 286 houses has not yet been started.

In addition, during the III-rd Five Year Plan, the State Housing Board have approved a scheme for the construction of additional 100 houses at Singanallur (Phase II Scheme). Out of 100 tenements for 8 tenements R.R. masonry has been raised to basement level, for 22 tenements foundation concrete has been completed and for 40 tenements excavation has been completed.

The Director of Industries and Commerce, Madras has also taken up construction of 100 houses at Guindy (Phase IV 42 tenements), Madurai (Phase IV 40 tenements) and Pettai (Phase III 20 tenements). All the 100 houses have reached roof level.

Employees Provident Funds Scheme

During the month of January 1962, 24 establishments were brought under the Employees' Provident Funds Act, 1952, bringing the total number of covered establishments to 2099.

A sum of Rs. 27,45,316.04 nP. was received as employers and employees contributions to the Fund.

The total number of covered employees in the Madras State at the end of the month was 3,37,563.

CURRENT NOTES

CONFERENCES, COMMITTEES ETC.

The meeting of the Madras Dock Labour Board held on 12 January 1962 was attended by the Assistant Commissioner of Labour II.

The sixteenth meeting of the State Housing Board held on 2 January 1962 was attended by the Assistant Commissioner of Labour II.

Regional Conference on Utilisation of Rural Manpower

The two-day regional conference on works programmes for utilising rural manpower in five States took place at Hyderabad, the States participating in the conference being Andhra Pradesh, Kerala, Madras, Maharashtra and Mysore.

The works programme for utilising rural manpower is a sequel to the recommendations made in the Third Five-Year Plan that along with the programmes of development for large and small scale industries, for agriculture and other economic and social services, there should be a large-scale programme for rural development, especially in densely populated regions and for periods of underemployment during slack agricultural seasons.

In the first series, 32 pilot projects were started in the States in order to gain experience at the state, district and block levels in the organisation and direction of works programmes. The programme is a centrally sponsored one with the Government of India meeting the entire expenditure, half by way of loan and half by way of grants. The areas for locating the pilot projects are to be selected on the basis of their high incidence of unemployment and under-employment. The works programme consists of schemes which are designed primarily to accelerate agricultural production and create community assets. The execution of the scheme is to be undertaken in close collaboration with panchayat agencies.

The working of the pilot projects in the first series was evaluated by the Programme Evaluation Organisation. For the second series, the Government of India have decided to have 150 pilot projects all over the country. State Governments have been requested to propose about 10 projects in each State. The Regional Conference, besides reviewing the working of the programme in the first series, also considered proposals for the second series.

Among those participating in the conference were Messrs. B. P. Patel, Programme Adviser, A.D. Pandit, Officer-in-Charge of Rural Works, Tarlok Singh, Additional Secretary, and B.N. Datar, Adviser, Labour and Employment all of the Planning Commission, Development Commissioners from the participating States and representatives of the Ministry of Food and Agriculture and Programme Evaluation Organisation.

EMPLOYEES' STATE INSURANCE SCHEME

Employers to Pay Higher Contribution

According to a decision taken at a meeting of the Employees' State Insurance Corporation held in January 1962 the rate of employers' special contribution towards the Employees' State Insurance Scheme will be raised in the areas where it has been implemented from 1¼ per cent to 2½ per cent from 1 April 1962. The employers' special contribution in the non-implemented areas will continue to be at the present level. 3/4 per cent of the wage bill.

The Corporation also recommended certain amendments to the Employees' State Insurance (General) Regulations. One amendment suggests that the assessment in respect of injuries where the damage caused is irreversible and which are certified by the medical board to be incapable of any further improvement, though not listed in Schedule 1 to the Workmen's Compensation Act, may be treated as final for all purposes, and may not be referred again to the medical board for review.

Another amendment seeks to relieve the insured persons to a great extent of the trouble which they have to undergo to collect the amount of small periodical payments.

SEMINAR ON PUBLIC ENTERPRISES.

A seminar on 'Public enterprises' was inaugurated at the Osmania University by Sri Arthur Schleisinger Junior. The seminar aimed at providing a synthesis between academic analysis and practical experience in the domain of public enterprise which is a vital instrument of economic development in India under the plans. 'Public Enterprises and Regional Development' was one of the subjects discussed. Besides basic papers designed to present a general statement and analysis of the problem, there were also specialised papers relating to industrial estates, the role of financial agencies in the public sector, the question of price policy relating ro economic development etc.

Social and economic returns of public enterprises was another subject discussed. Besides, providing a theoretical framework of the problem, specific considerations of cost benefit ratios and particular evaluations of social and economic benefits in relation to certaim important multi-purpose projects were discussed.

Management Boards of public enterprises, formation of functional and policy boards and the methods of appointment to the boards were among the matters discussed.

WAGES.

Increase in Workers' Wages in Major Industries

According to a study made by the Labour Bureau of the Union Ministry of Labour and Employment, "the total emoluments of workers by way of the basic wage and dearness allowance increased in the maximum by 34 per cent in 1959 as compared to 1951 in Bombay in cotton textiles, while they

doubled for jute textile in Andhra Pradesh and increased by 33 per cent for sugar in West Bengal during this period. The movement of wages showed more or less a continuous upward trend.

In the five major industries alone—cotton textiles, cement, sugar, jute and plantations—over 17 lakhs of workers are understood to have benefitted by the increase in wages.

Workers' wages in the cotton textile industry, with 1951 as base, increased by 34 per cent in Bombay, 18 per cent in Ahmedabad and Baroda, 20 per cent in Indore, 30 per cent in Nagpur, 25 per cent in Madras, 4 per cent in Kanpur and 21 per cent in West Bengal in 1959. Subsequently, as a result of the Textile Wage Board's recommendations, additional wage increase from 8. 6 to 21 per cent was obtained for about 800,000 workers.

In the jute textile industry the wage increase was as much as 100 per cent in Andhra Pradesh, 24 per cent in Madhya Pradesh, 6 per cent in West Bengal. It remained static in Bihar. The 2·5 lakh workers in jute industry got an additional benefit of 5 per cent wage increase as a result of an interim relief awarded by the Wage Board.

The sugar industry an important organised industry employing nearly 200,000 workers— witnessed wage increases ranging upto 33 per cent in West Bengal, 17 per cent in Andhra Pradesh, 7 per cent in Bihar and 5 per cent in Utter Pradesh between 1951 and 1959. Since then on the recommendations of the Wage Board wages of workers in this industry have been further increased in various parts of the country.

In coal mines the total emoluments of workers rose from Rs. 1·25 per day in 1947 to Rs. 2·62 per day in 1957 and this rate continued to be paid. The wages of unskilled workers in West Bengal rose from Rs. 61 in 1950 to Rs. 71 in 1958.

IN THE SUPREME COURT OF INDIA.

(Civil Appeal No. 577 of 1960 dated 22nd January 1962.

between

Bagalkot Cement Co., Ltd.

and

Pathan (R. K.) and others.

In the Standing Orders submitted by the Bagalkot Cement Co., Ltd., for certification, the Certifying Officer included clause (7) in para 11 setting out the quantum of holidays with pay, leave with wages etc. On appeal the Appellate Authority, viz., the Chief Labour Commissioner, Central, New Delhi agreed in substance with the view of the Certifying Officer subject to minor modifications. On appeal before the Supreme Court, it was contended on behalf of the management that while the Certifying Officer might deal with the conditions subject to which the leave and holidays could be granted, the procedure to be adopted, the authority to grant such leave etc., it was incompetent for the Certifying Officer to determine the quantum of leave etc. The Court held that in the context of the object of the Act which was to require employers to make the conditions of employment precise and definite, "conditions" referred to in clause (5) should be construed liberally and on so doing it cannot be held that the Certifying Officer and the Appellate Authority who were both industrial authorities had exceeded their jurisdiction.

Per Gajendragadkar, J:—This appeal by special leave raises a short question about the scope and effect of Cl. 5 in the schedule to the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), hereinafter called the Act. That question arises in this way. The appellant Bagalkot Cement Co., Ltd., is a limited company registered under the Indian Campanies Act, 1930: it carries on the business of manufacturing cement and for that purpose, it owns a factory as well as a limestone quarry at Bagalkot in the State of Mysore. As required by S. 3 of the Act, the appellant submitted draft standing orders on 3 march 1958, to the certifying officer and the Regional Labour Commissioner (Central), Madras, in order that they should be certified. The certifying officer considered the draft submitted by the appellant, heard the appellant and its employees, the respondents, and passed an order of certification on 17th June 1959. While considering the draft for the purpose of certification, the certifying officer, however, made certain amendments in, and additions to, the said draft. Amongst the additions made, Cl. (7) in para 11 was one and it is with this addition made by the certifying officer that we are concerned in the present appeal.

Paragraph 11 of the draft standing orders submitted by the appellant dealt with the question of leave. Paragraph 11 (1) of the draft provided that holidays with pay will be allowed as provided for in the Factories Act, 1948, and other holidays in accordance with law and contract. Clauses (2) to (6) dealt with allied matters. In the standing orders as they were finally certified,

Cl. (1) of para 11 was slightly changed and it provided that holidays with pay will be allowed as provided for in the Mines Act. No grievance is made of this alteration. Clause (7) has been added to Para. 11. It reads thus:

"7. The workmen shall be allowed during the course of a year—

(a) Ten festival holidays with pay for the celebration of important festivals (which will be fixed before the commencement of every calendar year in consultation with the workmen) including the Republic Day (26th January) and the Independence Day (15th August) and/or any other paid holidays as may be declared and notified by the Government from time to time. Those workmen that are required to work on festivals and national holidays shall be given an equal number of compensatory holidays on any day convenient to the company; and

(b) Fifteen days' casual leave with wages. This will include all kinds of leave due to sickness or any other causes.

(c) Casual leave will not be allowed for more than three days at a time except in the case of sickness and emergencies at the discretion of the company.

(d) Wages shall be allowed for those days remaining unavailed by the workers at the end of the year.

(e) Fourteen days' annual leave to all classes of workers who have put in 265 attendances in a year as defined in the Mines Act. This includes statutory leave.

All leave should be applied for only in the prescribed form. The workmen after filling the particulars of the leave required by them shall hand over the same to the head of the section in which they are working".

The appellant apparently contended before the certifying officer that it was outside his jurisdiction to deal with the topics covered by Cl. (7) which he wanted to add but its objection was overruled.

Against the order passed by the certifying officer certifying the standing orders with the additions and amendments mady by him, the appellant preferred an appeal under S. 6 of the Act to the appellate authority, viz., the Chief Labour Commissioner (Central), New Delhi, on 5 July 1959. The appellate authority, in substance, agreed with the view taken by the certifying officer and retained the addition made by him by the insertion of Cl. (7) to para 11. He, however, made slight modifications by directing that in Cl. (a) there will be seven festival holidays instead of ten festival holidays and in Cl. (b) there will be ten days' casual leave instead of fifteen days. Clause (d) was amended by the appellate authority by substituting a new clause in its place. The substituted clause reads thus:

"Casual leave will not be allowed to be accumulated. Unavailed casual leave shall lapse at the close of the calender year".

Then in regard to Cl. (e) the appellate authority held that the said clause amounted to a repetition of statutory provision. Therefore, the said clause was amended to read thus:

"Annual leave with wages will be allowed as per provisions of the Mines Act."

The appellate authority made certain other amendments in the standing orders as they were certified by the certifing officer and ultimately, the standing orders were certified with the modifications and alterations suggested by the order of the appellate authority. The order of the appellate authority was passed on 15 October 1959.

Against this order, the appellant applied for special leave to this Court and special leave was granted to it on 1st February 1960. It is with the special leave thus granted that the appellant has come to this Court and on its behalf Sri Narayanaswami has urged that the addition made by Cl. (7) in Para 11 of the standing orders is outside the jurisdiction of the certifying authority. He contends that the jurisdiction conferred on the certifying authority by Cl. 5 in the schedule does not empower the certifying authority to deal with the substantive question of the extent and quantum of leave and holidays. It only requires the standing orders to provide for conditions subject to which leave and holidays can be granted and the procedure in respect thereof and the authority which may grant such leave and holidays. The quantum of leave and holidays which should be granted to the workmen is outside the purview of the schedule and as such, cannot be included in the standing orders. That is how the narrow question which arises for our decision in the present appeal is to determine the scope and effect of Cl. 5 in the schedule.

Before dealing with this question, it would be convenient to consider broadly the scheme of the Act. The Act was passed in 1946 because the legislature thought that it was "expedient to require employers in individual establishments to define with sufficient precision the conditions of employment under them and to make the said conditions known to workmen employed by them".

Prior to the passing of the Act, conditions of employment obtaining in several industrial establishments were governed by contracts between the employer and their employees. Sometimes the said conditions were reduced to writing and in many cases they were not reduced to writing but were governed by oral agreements. Inevitably in many cases, the conditions of service were not well-defined and there was ambiguity or doubt in regard to their nature and scope. That is why the legislature took the view that in regard to industrial establishments to which the Act applied, the conditions of employment subject to which industrial labour was employed, should be well defined and should be precisely known to both the parties. With that object, the Act has made relevant provisions for making standing orders which, after they are certified, constitute the statutory terms of employment between the industrial establishments in question and their employees. That is the principal object of the Act.

The Act applies to every industrial establishment wherein one hundred or more workmen are employed or were employed on any day of the

preceding twelve months. It can be extended even to establishments whose complement of labour is less than one hundred and it does not apply to any industry to which Chapter VII of the Bombay Industrial Relations Act, 1946, applies or to any industrial establishment to which the provisions of the Madhya Pradesh Industrial Workmen (Standing Orders) Act. 1959, apply. In other words, normally, standing orders have to be drafted by the employer and their certification obtained under the Act wherever the employer employs more than one hundred industrial workmen (S. 1(3)). The certifying authority under the Act means a Labour Commissioner or a Regional Labour Commissioner and includes any officer appointed by the appropriate Government by notification in the official gazette to perform all or any of the functions of a certifying officer under the Act (S. 2(c)). The Act provides for an appeal against the order passed by the certifying officer and the "appellate authority" means an industrial court, wherever it exists or in its absence an authority appointed by the appropriate Government by notification in the official gazette to exercise in such area as may be specified in the notification the functions of an appellate authority under the Act (S. 2(a)). "Standing orders" are defined to mean rules relating to matters set out in the schedule (S. 2(g)). Thus, the matters which have to be covered by the standing orders and in respect of which the employer has to make a draft for submission to the certifying officer are matters specified in the schedule. Section 3 requires the submission of the draft of standing orders within six months from the date on which the Act becomes applicable to an industrial establishment. Under S. 4, the standing orders become certifiable if provisions are made therein for every matter set out in the schedule and they are found to be otherwise in conformity with the provisions of the Act. After the amendment of this section made in 1956, the legislature has imposed upon the certifying officer and the appellate authority the duty to adjudicate upon the fairness or reasonableness of the provisions of any standing orders. Prior to the amendment, it was not open to the said authorities to examine the fairness of the standing orders submitted by the employer. The result of S. 4, therefore, is that the standing orders have to provide for all the topics specified in the schedule and they have to be in conformity with the Act. Their reasonableness can be examined by the appropriate authorities and suitable modifications can be made by them in accordance with their decision. Section 5 provides for the procedure which has to be followed by the certifying officer before certifying the standing orders. The procedure is intended to give an opportunity to both the parties to be heard before the final order is passed. Section 6 provides for an appeal and S. 7 lays down that the standing orders shall come into operation on the expiry of thirty days from the date on which authenticated copies thereof are sent as required by S. 5, Sub-sec. (3) or where an appeal is preferred, on the expiry of seven days from the date on which the copies of the appellate order are sent under S. 6(2). Section 8 requires the certifying officer to keep a register of standing orders and under S. 9, the said standing orders have to be prominently posted by the employer in English and in the language understood by the majority of the workmen on special boards. Section 10 deals with the duration and modification of standing orders. It provides that except by agreement, the standing orders, after they are certified, shall not be liable to modification until the expiry of six months from the date on which they came into operation. Section 10(2) empowers both the employer or the workman to apply for a modification in the said standing orders. It would thus be clear that after they are certified, the standing orders have to remain in force for six months unless, of course, they are modified in the meanwhile by consent. After six months are over, an application for modification in the standing orders can be made either by the employer or the employees and the problem would be considered after following the procedure prescribed by the Act for certifying the original standing orders. Section 11 confers the necessary powers of Civil Court on the certifying officer and the appellate authority and S. 12 prohibits the admission of oral evidence which has the effect of adding or otherwise varying or contradicting standing orders as finally certified under the Act in any Court. Section 13 provides for penalities and the procedure to enforce them. Section 13-A deals with the problem of interpretation of the standing orders and S. 13-B provides for exemption of industrial establishments therein specified. Section 14 confers on the appropriate Government power to exempt, conditionally or unconditionally, any industrial establishment, and S. 15 confers on the appropriate Government the power to make rules to carry out the purposes of the Act, and, in particular, to provide for the matters covered by Cls. (a) to (e) of sub-cl. (2). Section 15(3) contains the salutary provision that every rule made by the Central Goverment under S. 15 has to be placed before the House in the manner prescribed by it. The schedule to the Act contains eleven clauses. Clauses 1 to 10 deal with the several topics in respect of which standing orders have to make a provision and Cl. 11 refers to any other matter which may be prescribed. This last clause shows that an addition may be made by the appropriate Government if it is thought necessary to do so. That, in brief, is the scheme of the Act.

Sri Narayanaswami contends that having regard to the nature and scope of the several clauses in the schedule, it would be appropriate to construe Cl. 5 as not including a provision for the quantum and extent of leave and holidays. His argument is that Cl. 5 is really intended to provide merely for the conditions and the procedure to be adopted in applying for leave and holidays. Clause 5 reads thus:

> "Conditions of, procedure in applying for, and the authority which may grant, leave and holidays"

How many holidays the employee will have and how much leave, either casual or on medical grounds, he would be entitled to get, are matters outside the scope of the schedule; they would be governed by the relevant provisions of any other law or by contract between the parties; they cannot be the subject-matter of standing orders. The standing orders would provide for the conditions subject to which leave and holidays can be applied for, for the procedure in applying for the same and for the authority which may grant the same. That being so, the certifying officer and the appellate authority exceeded their jurisdiction in making substantive provisions in that behalf by Para 11(7). That is the case for the appellant as presented by Sri Narayanaswami.

In support of this contention, reliance has been placed on Cl. 3 in the schedule which refers to shift working. It is urged that since the clause refers to shift working, the substantive provision in respect of shift working as well as the conditions subject to which it should be allowed would legitimately fall within its purview. If the legislature had intended that the substantive provision as to leave and holidays should be the subject-matter of standing orders, it may well have referred to leave and hoildays only in Cl. 5 without any further addition. The additional words introduced in Cl. 5 are words of limitation and they show that the substantive provision as

to leave and holidays is outside the purview of that clause. It may be conceded that there is some force in this contention.

There are, however, other considerations which have to be borne in mind in construing Cl. 5. The object of the Act, as we have already seen, was to require the employers to make the conditions of employment precise and definite and the Act ultimately intended to prescribe these conditions in the form of standing orders so that what used to be governed by a contract heretobefore would now be governed by the statutory standing orders and it would not be reasonable to hold that conditions of employment to which the preamble of the Act specifically refers would not include a provision for the quantum of leave and the quntum of holidays to which the employees would be entitled. Therefore, the word "conditions" in Cl. 5 of the schedule has to be reasonably construed in a broad and liberal sense. The dictionary meaning of the word "condition" is a provision or a stipulation. Now a provision or a stipulation as to leave and holidays would necessarily include a provision for the quantum of holidays and leave and this construction would be consistent with the meaning of the word "conditions" as employed in the preamble to the Act. Sri Rama Murthy who appeared *amicus curiae* for the respondents at our request contended that to adopt the narrow construction of the word "conditions" in Cl. 5 would defeat the very purpose of Cl. 5. He argued that merely providing for the procedure of application and for the authority who would grant leave and holidays without stipulating as to the quantum of leave and holidays would be almost meaningless. In our opinion, there is force in this contention and so, we are inclined to adopt the broad and liberal construction of the word "conditions" in Cl. 5.

Besides, the first three clauses dealing with the conditions, the procedure and the authority would apply both to leave and holidays and it is not easy to appreciate what conditions could be prescribed by the standing orders for the purpose of holidays. No doubt Sri Narayanaswami suggested that the conditions in the context of holidays may mean conditions as to holidays with pay, or without pay or with half pay and that is what is contemplated by the first clause in relation to holidays. Theoretically, it may be conceivable that the word "conditions" may have that meaning in respect of holidays; but it seems to us that it would serve no useful purpose merely to provide for such conditions and to prescribe the procedure to be adopted in applying for leave and holidays unless the quantum of leave and the quantum of holidays are also intended to be prescribed by the standing orders. On the broad construction of Cl. 5 it becomes a self-sufficient and reasonable provision. The standing orders will provide for the leave to which the employees are entitled and will prescribe the number of holidays which they will be able to enjoy. Having provided for the quantum of leave and holidays, the standing orders will also provide for the conditions in respect of them, for the procedure in applying for them and for the authority which may grant them. It is true that it is not easy to understand why an application has to be made for holidays, but it may be that if there are sectional holidays, employees belonging to a particular section entitled to them may have to apply for them. Therefore, in our opinion, it cannot be said that the authorities below have adopted an unreasonable construction of Cl. 5 in the schedule when they held that they were entitled to make the additional provisions in respect of leave and holidays which they have purported to make by adding Cl. 7 in Para. 11 of the standing orders.

In this connexion, reference may be made to the model standing orders framed by the Central Government in 1946. Clause 9 of the model orders provides that holidays with pay will be allowed as provided for in Chap. VI of the Factories Act, 1948, and other holidays in accordance with law, contract, custom and usage. In fact, it is significant that Para 11 (1) of the draft submitted by the appellant has also provided that holidays with pay will be allowed as provided for in the Factories Act and other holidays in accordance with law and contract. If this provision is legitimately included in the standing orders and that too under Cl. 5 of the schedule, it is difficult to understand why a more specific provision cannot be made under the said clause by clearly stating the number of holidays to which the employees would be entitled and that is precisely what Para 11(7) purports to do.

Then Cl. 10 of the model standing orders provides for casual leave. It lays down that a workman may be granted casual leave of absence with or without pay not exceeding ten days in the aggregate in a calendar year. Then it lays down further conditions in respect of the grant of the said casual leave. It would be noticed that the quantum of casual leave to which the employee is entitled is thus specifically provided by Cl. 10 of the model standing orders. It is perfectly true that if Cl. 5 of the schedule is read in the narrow sense for which Sri Narayanaswami contends, Cl. 10 of the model standing orders would be invalid and from that point of view, the existence of Cl. 10 in the model standing orders cannot be of any assistance in interpreting Cl. 5 of the schedule. But if Cl. 5 is construed in the broad sense for which Sri Rama Murthy contends, it would follow that Cl. 10 of the model standing orders is consistent with the aim and object of the schedule and that, incidentally, may support the argument for the broad construction. That is about all.

In regard to the argument based on the scope of the ten clauses in the schedule, it is certainly not correct to say that the scope of the schedule is intended to be very narrow. Take for instance, Cl. 8 which deals with the suspension or dismissal for misconduct, and acts or omissions which constitute misconduct. These are matters of general importance and it is conceded that all relevant and material provisions in respect of these matters have to be included in the standing orders. Therefore, it would not be inconsistent with the scheme of the schedule if we were to hold that the substantive provision for the granting of leave and holidays along with the conditions in respect of them have to be made by the standing orders under Cl. 5 of the schedule.

It would be recalled that S. 10 of the Act provides for the duration of the standing orders and if any standing orders are found by experience to be unreasonable or inconvenient either by the employer or the employees, an application can be made for the modification of the said standing orders after the expiration of six months from the date on which they came into operation. Therefore, there would be no hardship in requiring the standing orders to include a provision as to leave and holidays. The provisions made in that behalf can be modified after following the procedure prescribed by S. 10. It is not disputed that the claim for leave and holidays can become the subject-matter of an industrial dispute and if such a dispute is referred for adjudication to an industrial tribunal, the tribunal can fix the quantum of holidays and leave. What the tribunal can do on such reference is now intended to be achieved by the standing orders themselves in respect of

industrial establishments to which the Act applies. We have noticed that the certifying officer as well as the appellate authority are, in substance, industrial authorities and if they are given power to make provision for leave and holidays as they undoubtedly are given power to provide for termination of employment and suspension or dismissal for misconduct, there is nothing inconsistent with the spirit of the schedule or with the object of the Act. Therefore, we are not satisfied that the authorities below were in error in holding that it was competent to them to make the additional provision in the standing orders as prescribed by Para 11 (7).

In the result, the appeal fails and is dismissed. No orders as to costs.

Memorandum of Settlement under section 12(3) of the Industrial Disputes Act, 1947, reached before the Labour Officer, Madras II on the 29 December 1961.

Parties to the Dispute :	The workers and the Management of Ms. Klein & Peyerl, 30, Mount Road, Madras-2.
Representing the employers :	Mr. V. John, Managing Partner, Ms. Klein & peyerl, 30, Mount Road, Madras-2.
Representing the employees :	Mr. S. C. C. Anthoni Pillai, President, Mr. G. Balaram, General Secretary of the Photo & Block Makers Employees Union, 4, West Cott Road, Madras.

The number of employees covered by this agreement is 81 (eighty one).

SHORT RECITAL OF THE CASE

The Union made demands on the management for revision of wages and other conditions of service. As a result of discussions, a settlement of the dispute was reached on the following terms :—

TERMS OF SETTLEMENT

1. WAGES

(a) It is agreed that the following graded incremental scale of wages be introduced, effective from the FIRST of SEPTEMBER 1961.

Rs. 50—2—70	Rs. 100—4—140
Efficiency Bar	Efficiency Bar
Rs. 70—3—100	Rs. 140—5—200.
Efficiency Bar	

(b) Each employee will be fitted into the above graded incremental scale on the basis of one of the following rules, whichever is more favourable to the employee, ignoring efficiency bars.

(i) On the assumption that an employee on entering the service of the firm had been entitled to a wage of Rs. 50/- per mensem and had been allowed an increment of Re. 1/- per annum, the assumed wage that he would have been drawing on the 1st of September 1961 would be deemed to be the wage for the purpose of fitment, and if this deemed wage is not a step in the above scale, he will be brought on to the next higher step in the scale.

(ii) The total wage inclusive of basic pay, dearness allowance and extra dearness allowance payable as on the 1st of September 1961 will be the basis of fitment, and if such total wage is not a step in the above scale, he shall be brought on to the next higher step in the scale.

(c) The above graded scale will be applicable to all workmen, excluding office and clerical staff, car drivers, heads of photo and process departments (at present Mr. G. D. Ram and Mr. P. J. Cherian), apprentices and part-time workers and sweepers and scavengers.

Annexure I to this agreement sets out the names of all the workers in current employment who will be covered by this settlement, as well as the particulars regarding their number of years of accepted service in the Company for purposes of calculation of gratuity, the new consolidated wages calculated as per para 1(b) above, and also the new basic salaries calculated at 2/3rd of this consolidated wage (for purposes of calculation of Annual Bonus, Gratuity etc., wherever basic wage is the basis for calculations), the present points which they enjoy in the Production Bonus scheme, in the Efficiency Bonus scheme and in the Responsibility Bonus scheme.

(d) Increments in the revised scales will be granted on the 1st of April every year, commencing from 1st of April 1962. A new entrant, with less than six months service on the 1st of April of the following year.

(e) The stepping up and fitting into the above graded incremental scale of consolidated wages as per para I (b) and given in Annexure I, will be with retrospective effect from 1st of September 1961. The difference between the wages for the months of September, October and November 1961 will be paid to the employees at the firm's convenience before the end of the current financial year 1961-1962.

(f) In all cases where payments have to be effected on the basis of the basic wages due to an employee, such as bonus, gratuity etc. 2/3rds of the wages due under the above graded scale will be deemed to be the basic wage, calculated to the nearest rupee, i.e. 50 nP and above will be treated as Re. 1/- and below 50 nP will be ignored. But in the case of the following employees whose current basic wage is higher than 2/3rds of the wage, they are fixed at, their basic wage will be the amounts noted against each, until such time that through the increments granted to them their basic wage calculated on the basis of 2/3rds of their total wage exceeds their current basic wage.

1.	Sri Vedaraj	...	Rs. 80/-
2.	Sri Karunakaran.	...	Rs. 90/-
3.	Sri M. Shanmugham.	...	Rs. 70/-

II. Production Bonus, Efficiency Bonus and Responssbility Bonus

(a) To reward application to work, merit, efficiency and sense of responsibility, workmen will be paid Production Bonus and/or Efficiency Bonus and/or Responsibility Bonus. The mode of colculation of such bonuses are detailed in Annexure II which will form an integral part of this settlement, and the points to which each workman will be currently eligible are specified in Annexure I against each name. These bonuses are part and parcel of the general structure of remuneration to the employees.

(b) Exclusive of bonus points allotted on the basis of merit or equity, every employee will be automatically credited at the end of 5 years of service one point in she Production Bonus, one more point at the end of 7 years of service and one more point at the end of 10 years of service. Normally, workers whose total wage under the new wage scheme exceeds Rs. 100/- or Rs. 140/- will become eligible to Efficiency Bonus and Responsibility Bonus respectively. Workers may however be credited with points under the Production Bonus or Efficiency Bonus or Responsibility Bonus, whatever be their wage or service according to procedures detailed below. The Production Bonus points allotted on the basis of service will be given with effect from the 1st of January 1962, and only to those who have not already been granted any points in the Production Bonus scheme.

(c) When any worker leaves the service of the Company, the points under the several bonus schemes enjoyed by him may be credited by the Management at its discretion to other employees on the basis of merit and equity. If the firm fails to allot these points before the concerned financial year ends, the right of the firm to allot such extra points will lapse.

(d) In March of each year additional points may be allotted to the several employees effective from the following April, subject to a maximum of 10% of the existing number of points under the concerned Bonus scheme. But the actual number of points to be allotted to the several employees will be governed by the basic desideratum that the current average value of each point over the last 8 months should not be adversely affected, taking into consideration the trends in the bunsiness activities of the firm. The firm will announce on the notice board in the first week of March every year the number of points in each bonus scheme that can be allotted for the ensuing financial year taking into account the said basic desideratum. Of the number of points that may be so announced, half of them will be reserved for allotment by the firm on the basis of merit and equity. Regarding the other half of the number of points that may be allotted, if any of the heads of the sections (currently Ms. V. D. Ramachandran, C. Ramachandran, Murugesh, Susainathan, Srinivasan, Arasu, Arokiaswamy, Sundaram and G. D. Ram) makes a specific recommendation in writing before the 20th of March that any employee in their section deserves the allotment of points, a secret pallot will be conducted in the last week of March jointly by the Management and the Union and those eligible to the concerned bonus will be entitled to vote. Each voter will have as many votes as the points he is eligible to under the concerned bonus scheme. But in totalling up the votes, the recommendation of the head of the department will be deemed to carry votes equivalent to 15% of the total number of points already enjoyed by the employees under the concerned bonus scheme. If the voting shows a majority in favour of crediting points to an employee so recommended, then he will be credited two points in the Production Bonus or one point in the Efficiency Bonus, or one point in the Responsibility Bonus. But if more than 75% of the votes favour the crediting of points to an employee, then he will be credited with 3 points in the Production Bonus scheme or 2 points in the Efficiency Bonus scheme or 2 points in the Responsibility Bonus scheme. The head of the section will be entitled to make a recommendation for the crediting of points to an employee, in only one of the bonus schemes, subject to the proviso that only an employee already credited with points in the Production Bonus scheme may be recommended for being credited with points in the Efficiency Bonus. An employee can be recommended for crediting with points in the Responsibility Bonus scheme, if he is already enjoying points under the Production Bonus and Efficiency Bonus schemes. If the workmen by such process of balloting fail to favour the crediting of all the additional points upto the maximum of 50% of the announced points and reserved for decision by balloting, the balance of the points that could have been credited to the workmen through the process of balloting may be allotted by the firm to any employee.

(e) The maximum number of points that may be alloted to an employee by the firm will be two in each of the bonus schemes in any financial year.

(f) The maximum number of points that can be allotted to an employee in each of the bonus schemes is 20, subject to the ceiling, in the matter of production Bonus, being lifted to 26 on account of points earned through regularity in attendance, as per clauses below.

III Attendance Incentive.

(a) Every permanent employee will be entitled to 21 days leave with pay in a ffnancial year. Any employee who absents himself for more than 21 days will suffer a deduction in his emoluments under the existing procedures.

(b) To encourage regularity in attendance, every employee, who is already eligible to Production Bonus, will be credited temporarily with half a point in the Production Bonus for the calendar month in which he does not take more than one day's leave with pay; but if he has not taken any leave with pay in some months, such leave he has not taken will be treated as accumulated leave, and he will be entitled to a half point in the Production Bonus even if he takes of such accumulated leave more than one day, subject to a maximum of three days in one calendar month. For every month he so earns a half point in the Production Bonus, the firm will make a further payment to the employee an amount equal to the amount payable to him for the half point earned as Production Bonus for the concerned month.

(c) Employees who have not been allotted any points under the Production Bonus Scheme, but whose attendence is such, that they would otherwise have been eligible to half a point as Production Bonus, will be entitled to a payment by the firm of Attendance Bonus of Rs. 2/- for the concerned month.

(d) An employee who earns for 12 consecutive months a half point in the Production Bonus, on the basis of regularity in attendance, will be allotted a confirmed half point in the Production Bonus. If in the immediately subsequent twelve consecutive months also he should continue to earn half a point as Production Bonus in each month, on the basis of attendance, there will be allotted to him, over and above the confirmed half point earned in the previous 12 months, one confirmed point in the Production Bonus scheme. This cycle of confirmation of half point in one year and one point in the succeeding year will be continued, subject to an employee, being allotted a maximum of 26 points on all counts in the Production Bonus Scheme. In other words, the ceiling of the number of points that can be allotted to an employee in the Production Bonus scheme will be lifted to a ceiling of 26 points, through the points earned on the basis of regularity in attendence, after he has reached the normal ceiling of 20.

(e) To discourage irregularity in attendence and consequent loss in production, any employee who absents himself unauthorisedly or without permission being granted, for 12 days, after he has exhausted his 21 days leave with pay during the financial year, will suffer a reduction of a quarter point in the Production Bonus he is eligible to, for the next 12 months. This cut of a quarter point in the Production Bonus will be restored at the end of 12 months if the employee does not render himself liable to a further cut of a quarter point in the Production Bonus scheme on account of such excessive unauthorised absence. On such restoration of the quarter point, the Company will restore to him 25% of the value of the loss incurred by him on account of the cut in his production bonus. The firm reserves the right to waive this cut in deserving cases.

IV. Retirement and Separation Benefits.

The normal age of retirement shall be 58 years.

V. Service Gratuity.

A service gratuity on the following basis will be paid to a worker or his heirs or nominees in the event of (a) his death while in the service of the firm, or (b) his services being terminated by either party, on his reaching the age of retirement, or (c) his resigning after having reached the age of 55 and giving an undertaking that he will not seek employment in a competitive firm before he reaches the age of normal retirement, or (d) being discharged or resigning on grounds of physical or mental incapacity, certified to by a doctor nominated by the firm or by a doctor not less in rank than that of a Civil Surgeon, and giving an undertaking (being only physically unfit) that if within one year of his services being terminated he should regain his health he would offer himself for re-employment on the emoluments he was drawing at the time his services were terminated :—

(i) 1—10 years of service—7½ days of basic wages per year of continuous service.

(ii) Over 10 years upto 15 years of service-10 days basic salary per year of continuous service.

(iii) Over 15 years of service—15 days basic salary per year of continuous service subject to a maximum of 20 months.

In the event of dismissal for misconduct or resignation before 55 years, no gratuity will be paid.

Explanation and provisos.

(i) But in the event of an employee resigning or being discharged on account of physical or mental incapacity the minimum gratuity payable shall be 3 months basic wages. His Insurance will be dealt with as per new insurance rules (Annexure III).

(ii) Service for the purpose of calculating gratuity payable under this settlement will be calculated from the date of initial employment. In the case of current employees the lengths of service as on the 1st of April 1961 for the purpose of calculation or gratuity are specified in Annexure I.

(iii) In future any break in the service of an employee of less than 6 months (i.e. if an employee leaves service and is re-entertained) such breaks will be ignored and the service will be deemed to be continuous. But in the event of any break in service being more than 6 months, then the date of re-employment will be the basis for the calculation of the gratuity. Insurance benefits payable to such employees are dealt with in Annexure III.

(iv) In the event of the death of an employee, his widow, legal heir, or nominee, in the order of priority mentioned here, may claim the following benefits in lieu of gratuity.

Full emoluments for tne month in which the death occured, and progressively tapering emoluments for each month subsequently. Thus if the employee had been 10 years in service at the time of death, for the calender month following the death, full month's emoluments, for the next (i.e. the 3rd) month, 9/10th of his emoluments, for the 4th month, 8/10th of his emoluments and so on and for the 11th month, 1/10th of his emoluments and for the 12th month nil.

(2) Provident Fund.

Provident Fund benefits will be as per the Employees Provident Fund Act, and in the event of the company seeking exemption from the said Act, the benefits will not be less liberal than the said Act.

(3) Insurance.

Insurance entitlement and payments will be as per rulus mentioned in the Insurance Scheme (Annexure III) which forms an integral part of this settlement.

V. Annual Bonus.

The Annual Bonus will be calculated as follows :—

10½ of the turnover of the Photo and Process Departments (i.e. excluding counter sales), the exceeding the sums specified below for the concerned year,

For the year 1961–62	Rs. 4,80,000
For the year 1962–63	Rs. 5,16,000
For the year 1963–64	Rs. 5,52,000
For the year 1964–65	Rs. 5,88,000

will be the amounts payable as bonus for the concerned years, subject however to the payment of a minimum of two months basic wages, irrespective of the profits or level of turnover of the firm. Of these two months basic wages as bonuses one will be paid one week before Deepavali and the other one week before X'Mas of the concerned financial year. The balance available, according to the above calculation, will be disbursed in the month of May of the succeeding financial year. The method adopted in the disbursement will be as is practised currently (i.e. in proportion to the average monthly basic earnings of the employee during the financial year upto the last salary received, before Deepavali or X'Mas. The total basic salary received for the whole of the financial year will be the basis for the disbursement of the final bonus in May). All employees except Mr. P. J. Cherian will share this Annual Bonus.

VI. Miscellaneous.

(a) The services of any employee may be terminated on account of proved inefficiency. An employee so discharged will be paid a compensation equivalent to the amount payable as retrenchment compensation under the Industrial Disputes Act, but the the employee will not be entitled to claim re-employment.

(b) In Justice to the firm and the employees, every employee, in the firm will be forbidden to interest himself in, or to work in any branch of photography, block making or art work in which the firm is currently engaged, for profit motive, during or outside office hours without the previous written consent of the firm. This prohibition is only to avoid competitors being employed in the firm which is not condusive to the well-being of the firm or its employees, especially, in view of the fact that the firm is adopting profit sharing schemes. Such of the employees who are at present engaging themselves in any such activities will be required to report to the firm not later than 31–12–1962, and either undertake not to do so thereafter, or apply for permission to carry on such activities. If permission is refused, they will have the option to leave the firm by resigning before 31–12–1962. On such voluntary resignation, on the above ground before 31–12–62, the firm will pay them compensation at the rate of 15 days basic salary for each year of accepted service as per Annexure I. If any employee continues to violate the above prohibition after 31st December 1962, he will be liable to dismissal, and no compensation as stated above will be paid. Before any dismissal is effected, the Union President will be consulted, and if the Union President does not agree that the employee deserves dismissal, the matter will be referred to an arbitrator to decide the issue, and his decision will be final. In the matter of appointing the arbitrator, if the firm and the Union President do not agree upon who should be the arbitrator, the Commissioner of Labour will be requested to name the arbitrator and his decision will be final in this regard. The fees payable to the arbitrator will be paid in the ratio of 75% and 25% by the firm and the Union respectively.

(c) The firm will continue the following extra benefits are present enjoyed by the workmen at the same basis as indicated below.

(i) Medical Aid—1/30th of the monthly consolidated wages per month.

(ii) Overtime Allowance—As per Appendix IV.

(iii) A cup of tea per day on all working days.

(iv) Dress—As usual.

(d) This settlement shall come into effect from the date of its signing and will be binding on both parties upto 31st March 1965. It is agreed that no dispute shall be raised by the firm or the Union or the workers, regarding any of the matters covered by this agreement, for the period for which this agreement is in force, excepting matters of interpretation of this agreement.

APPENDIX.

ANNEXURE I OMITTED.

ANNEXURE II.

Mode of calculation for Production Bonus, Efficiency Bonus and Responsibility Bonus.

(with an actual sample calculation for the month of September 1961.)

If X = Direct Sales (Counter sales)

Y = Process Sales

Z = Photo Sales

*M = Amount to be deducted (Basic deductions)

$$\text{MP} = \frac{Z \times M}{Y + Z}$$

*M = Consolidated wages + Rent + Insurance Contribution + Medical Aid + Provident Fund Contribution + Overtime + 15% of (Y + Z).

The above 15% of (Y Z) + in 'M' is to be increased every year be 3¾% upto the ceiling of 30%, but the Production—Bonus—percentage will be increased by not less than ¾% for every year (to approximately compensate the consequent loss by this increased deduction) for the next four years.

For 1961-62 (financial year)

STAFF PRODUCTION BONUS is calculated as follows:

(Y + Z)—M called 'A'.		Average for the 1st half-year 1961-62.	
1st Rs. 10,000/- in A ...	5½%		
2nd Rs. 10,000/- in A ...	6½%	April ...	5.24¾
3rd & 4th Rs. 10,000		May ...	5.78-1/10
in A ...	8½%	June ...	4.45
5th Rs. 10,000 in A ...	9¼%	July ...	5·76-3/10
Balance ...	10¼%	August ...	6.28-3/8
		September ...	5.05-3/16
		Total ...	32.58

Monthly average value per point comes to Rs. 5.43.

The total amount arrived at as above is given to the staff according to the points allocated to them in Production Bonus (Ref. Annexure I).

For 1961-62 (financial year)

STAFF EFFICIENCY BONUS is calculated as follows:

(X + Y + Z)—M called 'B'.		Average for the 1st half-year 1961-62.	
1st Rs. 10,000/- in B ...	1¼%		
2nd Rs. 10,000/- in B ...	1½%		
3rd & 4th Rs. 10,000/-		April ...	2·49½
in B ...	2%	May ...	2.61¾
5th Rs. 10,000/- in B ...	2¼%	June ...	2·07¾
Balance ...	2½%	July ...	2.30½
		August ...	2.64
		Septemper ...	2.17
		Total ...	14.30½

Monthly average value per point comes to Rs. 2.40.

The total amount arrived at as above is given to the staff according to the points allocated to them in Efficiency Bonus (Ref. Annexure I)

For 1961–62 (financial year)

STAFF RESPONSIBILITY BONUS is calculated as follows:

$(Z - MP)$ where 'MP' $= \frac{Z \times M}{Y + Z}$

(Z – MP) is called 'C'.

1st Rs. 10,000/- in C	...	5%
2nd Rs. 10,000/- in C	...	5¼%
3rd Rs. 10,000/- in C	...	5½%
4th Rs. 10,000/- in C	...	5¾%
5th Rs. 10,000/- in C	...	6%
Balance	...	6¼%

Average for the 1st half-year 1961–62.

April	...	1·53¼
May	...	1·97
June	...	1·95
July	...	1·57¾
August	...	1·74–2/5
September	...	1·87
Totgl	...	10.64¼

Monthly average value per point comes to Rs. 1.77.

The total amount arrived at as above is given to the staff according to the points allocated to them in Responsibility Bonus (Ref: Annexure I).

An actual sample calculation for the month of September 1961. Direct Sales (counter sales) called 'X'.

	Rs. nP.	Rs. nP.
Credit sales	1,211 .77	
In O.S. Saies	5 .44	
Cash sales	4,966 .48	
		6,183 .69 = 'X'

Process Sales salled 'Y'.

	Rs. nP.	Rs. nP.
Credit Sales	35,025 .77	
In O.S. sales	1,344 .99	
Cash sales	4,826 .85	
		41,197 .61

LESS:

Credit notes issued:

	Rs. nP.	Rs. nP.
Credit sales	4,617 .46	
In O.S. sales	551 .69	
Cash bill No. 4614 and 4665 taken into a/c in August 1961 as credit sales.	1,000 .00	
		6,169 .15
THE NEXT PROCESS SALES		35,128 .46 = 'Y'

Photo Sales called 'Z'.

	Rs. nP.	Rs. nP.
Credit sales	4,464 .45	
In O.S. sales	259 .32	
Cash sales	9,903 .88	
		14,627 .65

LESS:

Credit notes issued:

	Rs. nP.	Rs. nP.
Credit sales	28 12	
		28 .12
THE NET PHOTO SALES		14,599 .53 = 'Z'

Amount to be deducted (Basic deduction) called 'M'.

	Rs. nP.	Rs. nP.
Salary, D.A. & E.D.A.	8,989 .71	
Rent	800 .00	
Ins. Contribution	181 .65	
Medical aid	294 .67	
P. F. Contribution	563 .50	
Overtime	1,028 .51	
15% of (Y + Z)	7,459 .20	
		19,317 .24 = 'M'

$$MP = \frac{Z \times M}{Y + Z} = \frac{14{,}599.53 \times 19{,}317.00}{35{,}128{\cdot}46 + 14{,}599.53} = 5{,}671{\cdot}22 = \text{'MP'}$$

Total points for distribution for this month (September 1961) in each of the Bonuses.

(a)	For Production Bonus	...	412·70 points
(b)	For Efficiency Bonus	...	279·69 points
(c)	For Responsibility Bonus	...	238·84 points

Therefore :—

1. **Staff Production Bonus** :—

	Rs. nP.	Rs. nP.
Y + Z - M	35,128 .46	
	+ 14,599 .53	
	- 19,317 .00	
		30,410 .99 = 'A'
5½% on 1st Rs. 10,000/-	550 .00	
6½% on 2nd Rs. 10,000/-	650 .00	
8½% on 3rd Rs. 10,000/-	850 .00	
8½% on 4th Rs. 410 .99	34 .93	
		2,084 .93
Therefore value per point in production bonus		2,084 .93
		412 .70 points
	= Rs. 5 .05-3/16	

2. **Staff Efficiency Bonus.**

	Rs. nP.	Rs. nP.
X + Y + Z - M	6,183 .69	
	+ 35,128 .46	
	+ 14,599 .53	
	- 19,370 .00	
		36,594 .68 = 'B'
1¼% on 1st Rs. 10,000/-	125 .00	
1½% on 2nd Rs. 10,000/-	150 .00	
2% on 3rd Rs. 10,000/-	200 .00	
2% on 4th Rs. 6,594. 68	131 .90	
		606 .90
		606 .90
Therefore value per point in the efficiency bonus		- 279 .69
	= Rs. 2 .17	

3. **Staff Responsibility Bonus** :—

	Rs. nP.	Rs. nP.
Z - MP	14,599 .53	
	- 5,671 .22	
		8,928 .31 = 'C'
5% on 1st Rs. 8,928 .31	446 .41	446 .41
Therefore value per point in the responsibility bonus		446 .41
		238 .84
		= Rs. 1 .87

ANNEXURE III.

New Insurance Rules Superceding the Existing Rules Changed in the Light of the Agreement between the firm and the Workers Union Dated............

1. This is called Annexure 3 to the agreement and will come into force with effect from 1st January. 1962.

THIS SCHEME:

2. This scheme is intended for members of the staff and employees who are in permanent service and who have completed five years of continuous service. The firm expects every member to take advantage of this scheme. On completion of 5 years every employee is entitled to apply to the firm in writing to insure' his life under this scheme. If the consolidated wage is Rs. 100/- or below Rs. 100/- he is entitled to a policy for Rs. 1,000/-. If his wages is above Rs. 100/- and upto Rs. 150/- he will be entitled to apply for an insurance policy for Rs. 2,000/- If his wages in Rs. 151/- and upto Rs. 200/- he will be entitled to apply for insurance for Rs. 3,000/- on such written requests for inclusion in the insurance scheme, the company will insure the life of the employee and pay half the premium payable to L.I.C. if the other half is paid by the employee,

TERM:

Each policy will be for a period for 20 years in normal cases. But abnormal cases of over-age etc. will be specially dealt with when occasions arise, in consultation with the Union.

NOMINATION:

Every participant will assign the policy in favour of the firm during his lifetime and will notify the nominee or nominees in their order of preference to whom the amount is payable in case of death.

DEATH IN SERVICE

In case of death in service the entire proceeds of the insurance will go to the nominee of the employee.

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In case of permanent disability during service, or retirement due to ill-health (physical or mental).

The firm will either continue the insurance for 3 years by payment of the full premium, or (if requested within 3 months termination of service will surrender the insurance and give the full surrender value plus 50% of the difference between the surrender value and the total payment effected on the insurance by both parties or full premium for 3 years, whichever, is higher.

In all other cases of termination of emoloyment, such as dismissal, retirement or retrenchment.

The firm will hand over the insurance policy to the employee and he can either continue it on his own surrender it and take the surrender value. Once the policy is handed over to the employee, the firm's contribution will stop.

LOAN

No loans, except on very special circumstances, will be allowed on this insurance and, in such cases of loans being granted, the employee will have to pay back the loan with interest within 50 months. 1/50th of the loan will be deducted from the salary every month for payment towards this loan and interest, when interest has to be paid.

Payment by the Employee

The payment by the employee of his share of the premium payable to L. I. C. will be collected every month from his salary and paid by the firm to L. I. C. to gether with the firm's contribution.

Admission of age

For getting age admitted from the insurance company, participants are required to produce S.S.L.C. or Baptism certificate or their horoscope.

ANNEXURE IV.

Rate of Tiffin allowances and wages for overtime work done :

1. Tiffin allowance :	People who get efficiency bonus:	People whose total salaries over Rs. 100/- but no E.B.	Others
Monday to Friday			
6-00 A.M. to 8-30 A.M.	Rs. 0.70	Rs. 0.57	Rs. 0.47
5-30 P.M. to 9-00 P.M.	0.50	0.37	0.37
9-00 P.M. to 1-00 A.M.	1.00	0.75	0.75
1-00 A.M. to 5-30 A.M.	1.00	0.75	0.75

Saturdays:			
6-00 A.M. to 8-30 A.M.	Rs. 0.70	Rs. 0.57	Rs. 0.47
1-30 P.M. to 5-30 P.M.	0.50	0.37	0.37
5-30 P.M. to 9-00 P.M.	0.50	0.37	0.37
9-00 P.M. to 1-00 A.M.	1.00	0.75	0.75
1-00 A.M. to 5-30 A.M.	1.00	0.75	0.75
Sundays or full holidays:			
6-30 A.M. to 8-30 A.M.	Rs. 0.70	Rs. 0.57	Rs. 0.47
8-30 A.M. to 12-30 P.M.	1.00	0.75	0.75
1-30 P.M. to 5-30 P.M.	1.00	0.75	0.75
5-30 P.M. to 9-00 P.M.	0.50	0.37	0.37
9-00 P.M. to 1-00 A.M.	1.00	0.75	0.75
1-00 A.M. to 5-30 A.M.	1.00	0.75	0.75

Extra on Sundays or full holidays.

Work from 8-30 A.M. to 5-30 P.M. carries extra 12 nP. for Coffee and work from 9-00 P.M. 5-30 to A.M. carries an extra 25 nP. for milk.

2. **Overtime wages:** Two and a quarter times the new consolidated wage.

NOTE

Office staff, show room staff, photographers and peons who take turns in keeping the office, show room and studio open between 5-30 p.m. and 7-30 p.m. on all working week days will continue to be paid for such tasks a monthly consolidated overtime wages, plus the above tiffin allowances, instead of two and a quarter times wages plus tiffin allowances. They will be required to arrange among themselves, as to who should be on duty during the said hours.

Memorandum of settlement under section 12(3) of the Industrial Disputes Act 1947 reached before the Assistant Commissioner of Labour, Madras on 23rd December 1961.

PARTIES TO THE DISPUTE

Representing the employer(s) ... Mr. D. J. Algar,
Madras Manager,
The Metal Box Co. of
India Ltd., Madras-21.

Representing the workmen	...	Sri A. S. K. Iyengar, President, Sri T. N. Krishnaswami, Secretary, The metal Box Co, Employees' Union, Madras.
Number and broad description of the categories of workmen covered by settlement.	...	All hourly-rated workmen numbering in all 587.

SHORT RECITAL OF THE CASE

WHEREAS a dispute arose between the Management and the workme the Metal Box Company of India Limited, Madras, over certain demands i respect of (1) Recognition of the Union; (2) Revision of wages; (3) Gr tuity Scheme; (4) Leave facilities; (5) Restoıation of sick leave benefit (6) Night shift working hours; (7) Festival advance; (8) Reinstatement dismissed worker Shri Susai and (9) Restoration of wage deduction ma by the Company pursuant to their notice dated 31st August 1960 (the last which was pending with the Labour Officer, Mylapore, Madras unt July 1961).

AND WHEREAS the Management and the Union have been in dire negotiation in respect of these matters, discusions were held with the repr sentatives of both the Management and the Union and a settlement w reached on the following terms:

TERMS OF SETTLEMENT

TERM I: The metal Box Company Employees' Union has already be recognised by the Management of the Metal Box Co. India Limited, Madras in accordance with the terms of t Agreement signed by both the parties on the 28 September 1961.

TERM II: Settlement has been reached in respect of Revision of wages a Dearness allowance as per the Memorandum of Settleme as signed by both the parties under Section 12(3) of t Industrial Disputes Act 1947 reached before the Assista Commissioner of Labour on 23-12-1961.

TERM III: Settlement has been reached in respect of Gratuaity a Provident Fund as per Memorandum of Settlement und Section 12(3) of the Industrial Disputes Act 1947 reach before the Assistant Commissioner of Labour 23-12-1961.

TERM IV: Settlement has been reached in respect of Restoration of wage deduction made by the Company pursuant to their notice dated 31st August 1960, by which it was agreed that the Company would return one day's wages to the workers out of the aforesaid deduction, before the Assistant Commissioner of Labour on 23-12-1961.

TERM V: Settlements in respect of Recognition of the Union, Revision of Wages and Dearness Allowance, Gratuity and Provident Fund and Restoration of wage deduction made by the Company pursuant to their notice dated 31st August 1960, having been reached as aforesaid, it is agreed that the workers would drop all their other demands referred to under "Short Recital of the Case" on page one and it is hereby further agreed that for a period of five years from the date of this agreement the Union shall not raise may dispute with reference to any of the aforesaid matters.

CURRENT LABOUR LITERATURE

List of important books received and articles published.

BOOKS.

1. Land and Labour — By Daniel and Alice Thorner.
2. Industrial Estates: Tool for Industrialisation — By William Bredo.
3. University Education and Employment: A case study of Delhi Graduates — by V. K. R. V. Rao.
4. Report of Survey on the condition of Labour in Gotakinari Industry in Rajasthan — By Labour Commissioner, Government of Rajasthan, Jaipur.
5. Work Improvement. — By Indarji Singh (Editor).

ARTICLES.

1. Problems of Discipline by M. L. Khaitan — Industrial Relations — Nov. - Dec. 1961.
2. Labour Policy under the Five Year Plans by V. K. R. Menon, I.C.S. — 'The Indian Workers' — 29 December 1961.
3. 'Incentives for Apprentices' — By Andrew Moffatt — 'Industrial Welfare' — Nov.-Dec. 1961.
4. 'Significance of Productivity. Analysis' — By M. M. Mehta — 'Productivity' — Nov.-Dec. 1961.
5. 'Collective Agreements in the U.S.S.R.' — By G. K. Moskalenko, 'International Labour Review' — January, 1962.

NOTIFICATIONS

Amendment to Employees' Provident Funds Scheme.

Fort St. George, December 26, 1961.

II—1 No. 285 of 1962.

The following notification of the Government of India, Ministry of Labour and Employment, dated New Delhi, the 2nd December 1961, is republished :—

G. S. R. 1457.—In exercise of the powers conferred by section 5, read with sub-section 7 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby makes the following scheme further to amend the Employees' Provident Funds Scheme, 1952, namely :—

1. This scheme may be called the Employees' Provident Funds (Tenth Amendment) Scheme, 1961.

2. In the Employees' Provident Funds Scheme, 1952, after paragraph 36, the following paragraph shall be inserted, namely :—

"36-A. *Employer to furnish particulars of ownership* :—Every employer in relation to a factory or other establishment which the Act applies on the date of coming into force of the Employees' Provident Funds (Tenth Amendment) Scheme, 1961, or is applied after that date, shall furnish to the Regional/State Commissioner in form No. 5-A annexed hereto, particulars of owners, occupiers, directors, partners, manager or any other person or persons who have the ultimate control over the affairs of such factory or establishment and also send intimation of any change, in such particulars within fifteen days of such change to the Regional/State Commissioner by registered post and in such other manner as may be specified by the Regional/State Commissioner."

(2) After Form 5, the following Form shall be inserted namely :—

Form 5-A.

THE EMPLOYEES' PROVIDENT FUNDS SCHEME, 1952.

(See paragraph 36-A).

Return of ownership to be sent to the Regional/State Commissioner.

1. Name of the factory/establishment.
2. Registered number of the factory/establishment.
3. Industry in which engaged.
4. Postal address.
5. Date of opening when manufacturing process started.
6. Date(s) of closing (if any).
7. Whether run by the owner or lessee.
8. Name of the owner Postal address of owner.
9. Name of occupier.
   Postal address of occupier.
10. Name of Managing Agen's (if any).
    Postal address of Managing Agents.

N.B —(1) Strike out whichever is not applicable.

(2) Any change in the information given above should be intimated, in writing, to the Regional/State Commissioner within fifteen days of such change by registered post and in the prescribed manner".

11. Names of Directors.
Postal address of Directors.

12. Names of Partners.
Postal address of Partners.

13. Name of Manager.
Postal address of Manager.

Dated 19 .

Signature of the employer
or any other authorized officer
Designation/Stamp of the
factory/establishment.

Specification of qualifying period of employment for certain occupational diseases under Workmen's Compensation Act.

Fort St. George, January 9, 1962.

II—1 No. 370 of 1962.

The following notification of the Government of India, Ministry of Labour and Employment, dated New Delhi, the 9th December 1961, is republished :—

S.O. 2971:—In pursuance of sub-section (2) of section 3 of the Workmen's Compensation Act, 1923 (8 of 1923), the Central Government hereby specifies that, in relation to the disease specified in column (1) of the table below, a workman whilst in the service of one or more employers in any employment specified in the corresponding entry in column (2) of that table should have been employed for such continuous period as is specified against each in column (3) thereof :—

Table.

Disease. (1)	Employment. (2)	Period. (3)
Silicosis ...	Any employment involving exposure to the inhalation of dust containing silica.	Five years.
Coal Miners' pneumoconiosis.	Any employment in coal mining.	Seven years.
Asbestosis ...	Any employment in— (i) the production of (a) fibre cement materials; or (b) asbestos mill board; or (ii) the processing of ores containing asbestos.	Three years.
Bagassosis ...	Any employment in the production of bagasse mill board or other articles from bagasse.	Three years.

Amendments to Madras Catering Establishment Rules.

(*G.O. Ms. No. 331, Industries, Labour and Co-operation* (*Labour*)
17th January, 1962.

S.R.O. No. A—54 of 1962.

In exercise of the powers conferred by section 29 of the Madras Catering Establishments Act, 1958 (Madras Act XIII of 1958), the Governor of Madras hereby makes the following Amendments to the Madras Catering Establishments Rules, 1959, published with the Industries, Labour and Co-operation Department notification, S.R.O. No. A-2118 of 1959, dated the 31st March 1959, at pages 299 to 309 of the Rules Supplement to Part I of the FORT ST. GEORGE GAZETTE, dated the 8th April 1959, as subsequently amended :—

Amendments.

In the Said rules :—

(1) after rule 26, the following rule shall be inserted, namely :—

"26-A. *Manner of service of notice under sub-clause (i) of clause (a) of sub-section (4) of section 11.*—(1) The notice under sub-clause (i) of clause (a) of sub-section (4) of section 11 shall be in Form XI-A and the notice shall be served :—

(i) by giving or tendering the said notice to the employee; or (ii) if the employee is not found, by leaving such notice at his last known place of abode, or by giving or tendering the same to some adult member of his family.

(ii) The signature of the person to whom the notice is given or tendered together with the date on which and the hour at which it was so given or tendered shall be obtained on a duplicate copy of the notice."

(2) after Form XI, the following form shall be inserted, namely :—

"Form No. XI-A.

(See rule 26-A.)

Notice to the employee under sub-clause (i) of clause (a) of sub-section (4) of section 11,—Under sub-clause (i) of clause (a) of sub-section (4) of section 11 of the Madras Catering Establishments Act, 1958 (Madras Act XIII of 1958), the following employee is hereby required to work on the , which is a holiday allowed under sub-section. (2) of that section. He is further required to give his option in writing whether he prefers to be paid for such holiday on which he works .—

(i) wages at twice the ordinary rate of wages as defined in the Explanation to section 8 for such day; or

(ii) wages at the ordinary rate of wages defined as aforesaid for such day and to avail himself of a substituted holiday with wages on any other day.

Dated at the day of 196

To

Sri (here enter the name of the employee).

Copy to the Inspector.

Signature of the employer.

Date of coming into force of the Madras Catering Establishments (Amendment) Act.

(*G. O. Ms. No. 330, Industries, Labour and Co-operation (Labour), 17th January 1962.*)

II—1. No. 371 of 1962.

Under sub-section (2) of section 1 of the Madras Catering Establishments (Amendment) Act, 1961 (Madras Act 42 of 1961), the Governor of Madras hereby appoints the 24th day of January 1962 as the date on which the said Act shall come into force.

Date of coming into force of Madras Industrial Establishments (National and Festival Holidays) Amendment Act.

[*G. O. Ms. No. 332, Industries, Labour and Co-operation (Labour), 17th January 1962.*

II—1. No. 372 of 1962.

Under sub-section (2) of section 1 of the Madras Industrial Establishments (National and Festival Holidays) Amendment Act, 1961 (Madras Act 43 of 1961), the Governor of

Madras hereby appoints the 24th day of January 1962, as the date on which the said Act shall come into force,

Amendments to Madras Industrial Establishments (National and Festival Holidays) Rules.

G. O. Ms. No. 333, Industries, Labour and Co-operation (Labour), 17th January 1962.

S. R. O. No. A—71 of 1962.

In exercise of the powers conferred by section 12 of the Madras Industrial Establishments (National and Festival Holidays) Act, 1958 (Madras Act XXXIII of 1958), the Governor of Madras hereby makes the following amendments to the Madras Industrial Establishments (National and Festival Holidays) Rules, 1959, published with the Industries, Labour and Co-operation Department Notification S. R. O. No. A—1931 of 1959, dated the 19th March 1959, at pages 219 to 2 4 of the Rules Supplement to Part I of the *Fort St. George Gazette*, dated the 1st April 1959, as subsequently amended:—

AMENDMENTS

In the said rules:=

(1) after rule 6, the following rule shall be inserted, namely:—

"6—A. *Manner of service of notice under sub-clause (i) of clause (a) of sub-section (2) of section 5.*—(1) The notice under sub-clause (i) of clause (a) of sub-section (2) of section 5 shall be in form V-A and the notice shall be served:-

(i) by giving or tendering the said notice to the employee; or

(ii) if the employee is not found, by leaving such notice at his last known place of abode, or by giving or tendering the same to some adult member of his family.

(2) The signature of the person to whom the notice is given or tendered together with the date on which and the hour at which it was so given or tendered shall be obtained on a duplicate copy of the notice"; and

(2) after Form V, the following Form shall be inserted, namely :-

"FORM V-A

(See rule 6-A)

Notice to the employee under sub-clause (i) of clause (a) of sub-section (2) of section (5),-Under sub-clause (i) of clause (a) of sub-section (2) of section 5 of the Madras Industrial Establishments (National and Festival Holidays) Act, 1958 (Madras Act XXXIII of 1958), the following employee is nereby required to work on which is a holiday allowed under section 3 of the Act. He is further required to give his option in writing whether he prefers to be paid for such holiday on which he works:-

(i) Twice the wages; or

(i) wages for such day and to avail himself of a substituted holiday with wages on any other day.

Date at the day of 196 .

To

Sri (Here enter the name of the employee)

Copy to the Inspector.

Signature of employer",

(3) In rule 8, the number "6—A" shall be added between the number "6" and the word "or".

CODE OF DISCIPLINE IN INDUSTRY

(Ratification by Unions Unaffiliated to any Central Organisation).

At the 15th Session of the Indian Labour Conference held in New Delhi, in July, 1957, certain basic principles were laid down for adherence by both employers and workers. A sub-committee appointed for this purpose evolved a code of discipline in industry which was adopted by the Standing Labour Committee at its 16th Session held in October, 19:7. The idea underlying the code is that apart, from the provisions contained in labour laws, some principles and procedures should be voluntarily accepted by employers and workers in order that discipline may be maintained in industry. To this end, the code lays down norms of behaviour both for employers and workers. The code was ratified by the representative of the central employers and workers organisations at this conference.

In consequence, organisations whether of employers or workers affiliated to any of the central organisations which have ratified the code will therefore be bound by the code.

A list of the trade unions and managements not affiliated to any central organisations which have ratified the code during the month of January 1962 as observed from the reports of the Labour Officers of this State is given below :

A list of Trade Unions which have ratified the code of discipline during the month of January 1962.

1. Tamilnad Deseeya Thozhilalar Sangham, Yercaud.
2. Attur Taluk Milk and Factory Labourers Union, Attur.
3. The Mines and Mineral Workers Union, Kannankurichi, Salem.
4. Nagercoil General Workers Union, Nagercoil.
5. The South Indian Steel and Sugar Employees Union, Madras-12.
6. Tea, Coffee and Chicory Thozhilalar Sangam, Tuticorin.
7. National Motor Labour Union, Virudhunagar.
8. St. Andrews Bus Workers Union, Palayamkottai.
9. Tirunelveli District Plantation Supervisor (Congress), Manjolai.
10. Tamilnad Electricity Board Trichy System National Employees Union, Dindigul.
11. Village General United Workers Union, Palayanoor.

List of managements which have ratified the Code of Discipline during the month of January 1962.

A list of Standing Orders Certified from 1—1—1961 to 31—7—1961 in Nilgris District, Salem District, Ramanathapuram District, North Arcot District, and South Arcot District. Is set out below :

lists of Industrial Establishments in respect of which the standing orders have been certified are being published in batches in successive issues of the Madras Labour Gazette.

S. No. (1)	*Name of the Industrial Establishment.* (2)	*Date of Certification.* (3)
	THE NILGIRIS DISTRICT.	
1383.	Nihung Tea Factory, Nihung, Nilgiris.	26—7—1961
1384.	Karbenvalley Tea Factory, Kotagiri Post.	26—7—1961
1384.(a)	Rajalakshmi Motor Service Ootacamund.	31—7—1961
1385.	The Union Company (Motors) Private Ltd., Ootacamund.	31—7—1961
1386.	Raja Plantations (Private) Ltd., Katary Post.	31—7—1961
1387.	Planters' Rice Mill, Gudalur.	31—7—1961
	SALEM DISTRICT.	
1388.	Sri Murugan Textiles & Rice Mill, Tiruchengode.	3—1—1961
1389.	Sri Karthikeyan Rice & Oil Mills, Tiruchengode.	3—1—1961
1390.	Sri Vasantha Rice & Sago Factory, Shevapet, Salem.	18—7—1961
1391.	Dhanalakshmi Rice & Flour Mills, Annadhanapatty, Salem.	18—7—1961
1392.	Dhanalakshmi Sago Factory, Kariaperumal Karadu, Annadhanapatti, Salem.2.	18—7—1961
1393.	K. V. Venkataramier & Sons, Shevapet, Salem.	18—7—1961
1394.	Sri Kanaka Mills, Rice, Ginning and Oil Mills, Shevapet, Salem.	18—7—1961
1395.	Sri Andavar & Co., Komarapalayam P.O., (via) Bhavani.	18—7—1961
1396.	Sri Radha Krishna Sago Factory, Shevapet, Salem-2.	18—7—1961
1397.	The Scientific & Industrial Foundry, Shevapet, Salem.	18—7—1961
1398.	A. V. A. Industrial Corporation (P) Ltd., Shevapet, Salem-2.	18—7—1961
1399.	Sri Gopalakrishna Company, Komarapalayam, Salem.	18—7—1961
1400.	Sri Seethalakshmi Ginning Factory, Sandapet Main Road, Salem.	18—7—1961
1401.	Sri Balakrishna Rice & Sago Faciory, Shevapet, Salem.	18—7—1961
1402.	Sri Ambal Sago Factory, Odayapatti, Salem-3.	18—7—1961
1403.	Sri Kothandarama Sago Factory, Mettupatti, Salem.	18—7—1961
1404.	Sri Kamadenu Sago Factory. Namagiripet, Salem.	20—7—1961
1405.	Sri Thirumalai Rice & Oil Mills, Namagiripet, Salem.	20—7—1961
1406.	Swarnam Mills, Attur.	20—7—1961
1407.	Sri Lakshmi Narayan Rice & Oil Mills, Seerapalli Post, Rasipuram.	20—7—1961
1408.	Sri Ramajayam Sago Factory, Sirapalli Village, Namagiripet, Salem Dist.	23—7—1961
1409.	Sri Rajeswari Sago Factory, Annathanapatty, Salem-2.	23—7—1961
1410.	K. V. Devendriyar Sons, Shevapet, Salem.	23—7—1961

(1)	(2)	(3)
1411.	Elango Textiles, Komarapalayam, Salem Dist.	23—7—1961
1412.	Jabbar Motor Works, Salem-1	23—7—1961
1413.	Ilavarasu Textile Corporation, Komarapalayam.	23—7—1961
1414.	Dhanalakshmi Sago Factory, Namagiripet Salem.	23—7—1961
1415.	Sri Murugan Rice Mill, Diversion Road, Attur.	23—7—1961
1416.	New Shanmuga Rice & Oil Mills, Sirapalli Village, Namagiripet, Salem Dist.	28—7—1961
	RAMANATHAPURAM DISTRICT.	
1417.	Gheethanjali Mills Limited, Rajapalayam.	2—2—1961
1418.	A. Kasthuribai and R. Jagathmbal Oil Manufacturers & General Merchants, Virudhanagar.	3—5—1961
1419.	Sri Nagalinga Vilas Oil & Ginning Industries, Virudhunagar.	3—5—1961
1420.	Visalakshi Oil Mills, Virudhunagar.	3—5—1961
1421.	Muthu Vilas Oil Mills, Virudhunagar.	3—5—1961
1422.	East India Corporation Ltd., Ginning Factory, Rajapalayam.	13—5—1961
1423.	S. A. S. Marimuthu Nadar & Sons, Dhall Factory, Virudhunagar.	13—5—1961
1424.	A. K. P. Shanmughasundara Nadar & Bros., Dhall Factory, Virudhunagar.	13—5—1961
1425.	S. Vellachamy Nadar Toor Dhall Factory, Virudhunagar.	13—5—1961
1426.	Manisankar Ginning Factory, Virudhunagar.	13—5—1961
1427.	L. P. P. Ginning Factory, Virudhunagar.	13—5—1961
1428.	Industrial Machine Tools Company, Virudhunagar.	13—5—1961
1429.	Sri Virudhainayaki Oil Mills, Virudhunagar.	15—5—1961
1430.	Gowri House Metal Works. Rajapalayam.	15—5—1961
1431.	Rajapalayam Mills Ltd., Ginning Factory, Rajapalayam.	15—5—1961
1432.	Paulsons Litho Works, Sivakasi.	17—5—9611
1433.	Indian Star Press, Sivakasi.	17—5—1961
1434.	Sri Arumugam Litho Works, Sivakasi.	17—5—1961
1435.	The Chidambaram Rice & Oil Mills, Sivakasi.	17—5—1961
1436.	The Kanagam Litho Press, Sivakasi.	17—5—1961
1437.	Papco Ofiset Printing Works, Sivakasi.	17—5—1961
1438.	The Rathna Vilas Litho Press, Sivakasi.	17—5—1961
1439.	The Sekar Litho Works, Sivakasi.	17—5—1961
1440.	K. S. V. Natarajan & Brothers Rice Mill and Chitrakala Litho Works, Sivakasi.	17—5—1961
1441.	The Premier Litho Works, Sivakasi.	17—5—1961
1442.	Chandra Litho Press, Sivakasi.	17—5—1961
1443.	The Raja Litho Works, Sivakasi.	17—5—1961

(1)	(2)	(3)
	NORTH ARCOT DISTRICT.	
1444.	Sri Palani Velavar Oil Mills & Decg. Factory, Vaniyambadi.	3—1—1961
1445.	V. R. P. Venkatachala Chettiar and Sons, Oil Mills, Vaniampadi, North Arcot Dist.	4—1—1961
1446.	Balasundaram Silk Factory Palaniandavar Koil St., Arni.	5—1—1961
1447.	Sri Somasundaram Silk Textiles Mills, Arni.	5—1—1961
1448.	Sri Krishna Silk Twisting and Weaving Factory, Market Road, Arni.	5—1—1961
1449.	Dhanalakshmi Silk Factory, Chetpet Road, Arni.	5—1—1961
1450.	Nanjappa Silk Factory, 67, Big Sayakara St., Arni.	5—1—1961
1451.	Dhanasekar Silk Factory, 11, Dharmaraja Koil St., Arni.	5—1—1961
1452.	M. Vijayaragavalu Naidu and Bros, Weaving Factory, Dharmaraja Koil St., Kosapalayam, Arni.	5—1—1961
1453.	Sri Lakshmi Silk Twisting Factory, Arni.	5—1—1961
1454.	New Sugananda Silk Factory, Arcot Road, Arni.	5—1—1961
1455.	Jaya Silk Textiles, Arni.	5—1—1961
1456.	Sri Ekambara Silk Textiles, Chetpet Road, Arni.	5—1—1961
1457.	Sri Rajalakshmi Silk Factory, National Talkies Road, Arni.	5—1—1961
1458.	M/s. P. Abdul Khader Sahib and Co., Tannery, Ambur.	11—3—1961
1459.	M/s M. M. Anwarullah A. M. Ghouse and Co., 'C' Tannery, Ambur.	11—3—1961
1460.	M. M. Inayatullah and Co., Tannery, Ambur.	11—3—1961
1461.	M/s. Periakaruppan Chettiar and Company, Tannery, Gudiyattam.	11—3—1961
1462.	M/s. Fareeda Prime Tannery 'B', Ambur.	11—3—1961
1463.	M/s. Fareeda Prime Tannery, Thuthipet, Ambur.	11—3—1961
1464.	P. Audul Subhan Sahib and Co., Tannery, Ambur.	11—3—1961
1465.	M/s. M. M. Anwarullah A. M. Ghouse and Company, Tannery, Ambur.	11—3—1961
1466.	M/s. M. A. Mohd. Azam and Co., Tannery, Ambur.	11—3—1961
1467.	M/s. T. Abdul Wahid and Co., Tannery, Ambur.	11—3—196
1468.	M/s. A. Mohd. Kasim and Co., 'B' Tannery, Ambur.	11—3—196
1469.	M/s. A. Mohd. Kasim and Co., Tannery, Ambur.	11—3—196
1470.	M/s. Girdharilal Kallu and Co., Tannery, Ambur.	11—3—196
1471.	M/s. Fareeda Prime Tannery 'C', Ambur.	11—3—1961
1472.	M/s. Abdul Wahid and Co., 'B' Tannery, Ambur.	11—3—1961
1473.	M/s T. Abdul Bazack and Sons, Tannery, Ambur.	11—3—196
1474.	M. R. M. Ramasamy Chettiar and Co., Tannery, Karugambattu, Vellore.	11—3—196
1475.	M/s. T. Mohd. Noorullah A. Hafizur. Rahman Co., Tannery, Ambur.	11—3—196
1476.	Sri Krishnamoorthy Silk Twisting Factory, Arni, North Arcot Dist.	7—7—196

(1)	(2)	(3)
177.	Sri Krishnamoorthy Silk Weaving Factory, Arni, North Arcot District.	7—7—1961
178.	S. Rajiah and Sons Woollen Carpet Factory, Walajapet, North Arcot Dist.	7—7—1961
179.	Durgaparameswari Rice and Decg. Factory, 7, Chetty St., Tiruvannamalai.	12—7—1961
180.	Narasingaperumal Rice Mill, Polur, North Arcot Dist,	12—7—1961
181.	Lakshimi Vilas Rice Mill, Tirukoilur Road, Tiruvannamalai.	12—7—1961
182.	Sri Rama Oil Mills, 56-B, Tindivanam Road, Tiruvannamalai, North Arcot Dist.	12—7—1961
183.	Swathanthira Rice Mill, Tiruvannamalai, North Arcot Dist.	12—7—1961
	SOUTH ARCOT DISTRICT.	
184.	Pandian Oil Mills, Villupuram.	15—4—1961
185.	A. M. Hasan & Brothers Rice and Oil Mills, Tindivanam.	15—4—1961
186.	S. Rangaswamy Nadar & Company, Seeniappa Oil Mills, Villupuram.	15—4—1961
187.	S. A. Ahmed Badrudeen & Co., Groundnut Oil Mills, Cuddalore O.T.	25—5—1961
188.	The Oil Products Corporation, Cuddalore.	25—5—1961
189.	Saraswathi Press, Tirupapuliyur Post, Cuddalore N.T.	27—5—1961
190.	Patriot Press, Cuddalore N.T.	27—5—1961
191.	Krishna & Company, Cashewnut & Cashewnut Oil Merchants, Panruti, S.A. Dist.	27—5—1961
192.	S. N. & Sons Mills, Chidambaram.	27—5—1961
193.	Raja Rice and Oil Mills (P) Ltd., Kallakurichi.	29—5—1961
194.	Bharath Mechanical Engineering Works, Keelaiyur, Tirukoilur.	29—5—1961
195.	Sri Nataraja Vilas Silver Workshop, Chidambaram.	29—5—1961
196.	Sri Meenakshi Rice Mill, Tindivanam.	25—7—1961
197.	R. A. Muthukrishnammal Karamvalam Extension Salt Factory, Marakanam.	28—7—1961
198.	Sri Satyanarayana Rice Mill, Tindivanam.	28—7—1961
199.	Sait O. Jainullabdeen Sahib Co., Panruti.	28—7—1961
	KANNYAKUMARI DISTRICT.	
500.	The Pioneer Motors, Nagercoil.	31—7—1961
501.	London Mission Press, Nagercoil.	3—2—1961
502.	Nagammal Mills Limited, Nagercoil.	3—2—1961

STATISTICAL SUPPLEMENT

1. **Statement showing the details of agreements brought about by Conciliation officers under Section 12(3) of the Industrial Disputes Act, 1947 during the month of January, 1962.**

S. No.	*Name of the Establishment.*	*Date of agreement.*	*Point in dispute.*	*Nature of settlement.*
(1)	(2)	(3)	(4)	(5)
1.	Certain tanneries in North Arcot District.	20—1—62	Increase in daily allowance.	Agreed to increase the daily allowance by 24 nP. per day from 16-1-62 thus making the rate of daily allowance 93 nP. per day per worker. Also agreed to pay a lump sum of Rs. 5/- to each worker who was on the rolls on 1-1-62 in full and final settlement towards the claim for payment with retrospective effect of the increase in daily allowance.
2.	Sri Ganapathy Motor Service, Nagercoil.	18—1—62	Issue of wageslip, payment of overtime wages, restoration of cut in batta.	Agreed to issue wage slip to all the workers from 1-1-62 and to pay overtime wages to the workers as and when over time work is done. Also agreed to restore the cut in batta and to allot work by rotation.
3.	Nagammal Mills Ltd., Nagercoil,	9—1—62	Non-employment of a worker.	Agreed to reinstate the worker with continuity to service, without back wages.
4.	K. Balasubramania Motor Service, Kovilpatti.	2—1—62	Bonus; reinstatement of workers.	Agreed to pay to each workman basic wage as advance towards bonus for 1960-61 if any on the eve of Pongal. If no bonus becomes payable, the advance will be recovered in easy instalments. Also agreed to reinstate the 14 workers with continuity of service and to pay a batta of Rs. 2/- per day to each worker of the workshop who is deputed for out-door work.
5.	442. Mangala Sundari Stores, Kadayalanallur.	4—1—62	Non-employment of a worker.	Agreed to pay the worker Rs. 240/- in full settlement of all his claims. He will also be paid Rs. 11.81 towards arrears of wages and leave wages.
6.	Kanagam Litho Press, Sivakasi.	10—1—62	Revision of wages.	Agreed to raise the minimum rate of wages of the lowest category of workers in each section of the press.
7.	Premier Litho Works, Sivakasi.	do	do	do
8.	do	do	Suspension of 2 workers.	Agreed to take back both the workmen reducing the punishment to one of warning on their giving a letter of regret.
9.	Gomathi Mills, Viravanallur.	22—1—62	Increase in the wages of daily allowance.	Agreed to increase the wages of the workers. Also agreed to increase the rate of daily allowance from 2 annas to 15 nP. for each point of rise over 100 in the Madras Cost of Living Index from 1—1—1962.
10.	Lakshmi Match Works, Sivakasi.	30—1—62	Non-employment of 5 workers.	Agreed to pay a lump amount to each worker in full and final settlement of all their claims.
11.	Sree Karpagambal Mills Ltd., Salapuram.	do	Retrenchment of workers.	Agreed to continue in service the three workmen to whom notice of retrenchment was served.
12.	do	31—1—62	do	do
13.	Gopuram Match Co. Sivakasi.	do	Non-employment of workers.	Agreed to pay a lump amount to each worker in full settlement.
14.	Texmo Industries Coimbatore.	5—1—62	Wages to apprentices, wage increase etc.	Agreed to pay consolidated Wages to apprentices and to grant increment to regular workers

(1)	(2)	(3)	(4)	(5)
15.	Ramakrishna Industrial (P) Ltd., Peelamedu.	18—1—62	Increase in wages.	Agreed to grant the workers an increment of Rs. 3.50 p m. with effect from 1-10-61 and another increment of Rs. 3 50 p.m. with effect from 1-1-63.
16.	Om Prakash Mills Ltd., Coimbatore.	22—1—62	Work to Veluswamy, and entertainment of Subramainan.	Agreed that in addition to the duties as a cleaning gang worker, Sri Veluswamy would attend to the spindle alignment and for this work he shall be paid 25 nP. per day for days in which the no. of idle spindle is less than 1% of the total no of spindles running.
17.	Sri Arthanari Transports, (P) Ltd., Coimbatore.	23—1—62	Payment of Wages, batta, Supply of uniform etc.	Agreed that all the running staff who have put more than one year of service shall be made permanent with effect from 1-1-62 and they will be given 31 days leave with wages every year. Agreed that each permanent driver and conductor shall be supplied with 3 sets of uniforms and one pair of footwear for each year. Each dirver will be paid Rs. 81/- and each conductor will be given Rs. 71/- as wages.
18.	Mani & Co Bankers, Usilampatti.	9—1—62	Non-employment of a worker.	Agreed to reinstate the worker with effect from 15-1 62 with continuity of service and the period of absence will be treated as leave on loss of wages.
19.	Sri Ranganatha Vilas Rice & Oil Mills, Andipatti.	do	Non-employment of 6 workers.	Agreed to take back all the six workers into service with effect from 13-1-62 with continuity of service. The period of absence will be treated as leave on loss of pay.
20.	S. K. P. P. Shanmuga Nadar & Co., General Merchants, Madurai.	12—1—62	Non-employment of a worker.	Agreed to pay the worker Rs. [illegible]0/- in full settlement.
21.	V. K. K. Natarajan & Co., Manufacturers of Colour Fancy Advertisement Bags, Madurai.	do	do	Agreed to reinstate the worker with continuity service. The period of non-employment will be treated as leave on loss of pay.
22.	Srinivasa Rice Mills, Madurai.	30—1—62	Non-employment of 2 workers.	Agreed to take back one of the workers into service and to drop the issue of another worker.
23.	P. A. Venkatesami Naidu, Tannery, Dindigul.	24—1—62	Non-employment of 3 workers.	Agreed to take back Sri Alagar into service with effect from 25-1-62 with continuity of service. The period of absence will be trated as leave on loss of pay. Agreed to pay Rs. 55/- each of the remaining 2 workers in full settlement.
24.	Krishna Photo Mount Service, Madurai.	30—1—62	Bonus for 1960-61.	Agreed to pay a sum equivalent to 1¼ months' wages as bonus for the year 1960-61 after deducting the bonus already paid to the workers.
25.	Hotel Midland Madurai.	23—1—62	Closure of dining hall.	Agreed to pay a lump amount to each worker in full settlement of all their claims.
26.	Chandra Transport, Madras.	5—1—62	Discharge of a driver.	Agreed to pay the worker Rs. 90/- in full settlement of all his claims.
27.	National Roadways, Chingleput.	25—1—62	Bonus for 1959-60, 1960-61 uniform etc.	Agreed to pay ¾ months' basic wages as bonus for each of the years 1959-60 & 1960-61. Also agreed to pay one month's basic wages as bonus for 1961-62 and to supply 2 sets of uniforms to each worker every year.

(1)	(2)	(3)	(4)	(5)
28.	Jayalakshmi Bhavan, Pudukkottai.	12—1—62	Suspension of a worker.	Agreed to reinstate the worker without break in service, but without back wages.
29.	G. V. R. Power Printing Press, Kumbakonam.	25—1—62	Non-employment of a worker.	Agreed to pay the worker Rs. 35/- in full and final settlement of all his claims.
30.	Narayana Saw Mills, Pollachi.	2—1—62	Bonus for 1959-60 and 1960-61.	Agreed to pay bonus to all the workers.
31.	Waterfall Estate, Attakatti post.	25—1—62	Dismissal of a worker.	Agreed to reinstate the worker with continuity of service, but without back wages.
32.	Appan Automatic Saw Mills, Pollachi.	25—1—62	Bonus, wage increase, etc.	Agreed to pay the workers 1½ month's wages as bonus for 1960-61. Also agreed that the daily paid workers shall be given an increase of 25 nP. in their wages per day.
33.	Sri S. B. S. Sirajuddin Tannery, Salem.	6—1—62	Non-employment of six workers.	Agreed to pay Rs. 110/- to each worker in full settlement.
34.	Modern Theatres Ltd., Salem.	9—1—62	Non-employment of a worker.	Agreed to pay the worker Rs. 247/- in full settlement.
35.	E. S. Hajee Abdul Kareem & Sons, Salem.	17—1—62	Retrenchment of 16 workers.	Agreed to reinstate five out of 16 workers and pay compensation to the remaining 11 workers.
36.	Dharangadhra Chemical Works Ltd., Tirunelveli.	24—1—62	Bonus, daily allowance, etc.	Agreed to pay Rs. 50/- as ex-gratia to every workman whose total emoluments are Rupees 500 and below per month for the financial years 1959-60, 1960-61, 1961-62, 1962-63 and 1963-64 subject to a condition that in any one of the years if bonus from profits becomes payable according to law from available surplus, that

(1)	(2)	(3)	(4)	(5)
				bonus will be paid and not the ex-gratia payment of Rs. 50/-. The rate of daily allowance will be stepped upto Rs 50/- p m with effect from 1—4—62 and Rs. 57/- p.m. with effect from 1-4-63.
37.	The Asiatic Tyres, Madras.	6—1—62	Non employment of 2 workers.	Agreed to reinstate 2 workers with continuity of service and pay Rs. 100/- each as ex-gratia payment.
38.	Hoogly Ink Company Ltd., Madras-7.	8—1—62	Bonus for 1959-60.	Agreed to pay 3 months' wages as bonus for the years 1959 and 1960 out of which one month's wages paid on 3-11-61 will be deducted and the balance of 2 months' wages will be paid before 12-1-1962.
39.	B. N. Press Madras.	11—1—62	Bonus for 1960-61.	Agreed to pay 2 months' wages as bonus for 1960-61 and to pay the same quantum for the years 1961-62 to 1964-65.
40.	Transformers & Switch Gear Ltd., Madras.	12—1—62	Bous for 1960	Agreed to pay 10 days' wages as ex-gratia payment in full settlement.
41.	Indian Cable and Wire Industries, Guindy, Madras.	12—1—62	Advance for Pongal.	Agreed to pay an advance of Rs. 30/- to be recovered in five instalments.
42.	Balu Brothers, Madras.	17—1—62	Retrenchment of workers.	Agreed to pay 15 days wages as gratuity to the 7 workers and also pay bonus to these retrenched workers on a pro-rata basis in proportion to the No. of days worked by them.
43.	Cafe Irani, Madras-2.	19—1—62	Closure.	Agreed to pay Rs. 3,500/- to be apportioned among the workers.

(1)	(2)	(3)	(4)	(5)
44.	Sri Devi Vilas, Madras-14.	25—1—62	Closure.	Agreed to pay compensation to the workers.
45.	Hotel India, Madras.	25—1—62	Retrenchment of workers.	Agreed to pay Rs. 2,550/ for disbursement to the retrenched workers.
46.	Lala Sweet Meet Stall, Madras-7.	31—1—62	do	Agreed to pay compensation.
47.	Chotta Bai and Co., Madras.	3—1—62	Discharge of a worker.	Agreed to pay the worker Rs. 450/- in full settlement.
48.	Balaji National Lunch Home, Madras-1.	5—1—62	Closure.	Agreed to pay compensation.
49.	Sri Krishna Timber Depot, Madras.	5—1—62	Discharge of a worker.	Agreed to pay compensation.
50.	Nathella Sampathu Chetty Sons Company (Private) Limited, Madras-1.	12—1—62	Advance for Pongal.	Agreed to pay 3 weeks wages subject to a minimum of Rs. 35/- to each worker to be recovered in 5 instalments.
51.	P. R. Vadivelu Mudaliar & Son, Students Scented Betalnut Factory, Madras.	12—1—62	Bonus for 1961-62.	Agreed to pay the workers advance for Pongal to be recovered in instalments if no bonus becomes payable.
52.	Empire Vermicelli Company, Madras.	16—1—62	Bonus for 1960-61.	Agreed to give a minimum packing production at 12 maunds of 2½ plams 22 mds. of 5 palams and 26 maunds of 10 palams on a scale of 5 workers per day. Also agreed to pay 20 days wages as on 31-3-1961 as bonus for 1960-61 out of which the advance already paid will be deducted and the balance of payment will be made.
53.	Solar works, Madras.	17—1—62	Suspension of a worker.	Agreed to reduce the period of suspension of 7 days by 50% and to pay wages for 3½ days to the worker.

(1)	(2)	(3)	(4)	(5)
4.	Laljee Gadhoo and Company, Madras-1.	23—1—62	Fixation of scales of pay Dearness Allowance.	Agreed to fix the scale of wages of the workers as 30-2-40-3-82 and to pay Dearness Allowance at the rate of 75 nP. in a rupee of a basic wages subject to a minimum of Rs. 27-50 and a maximum of Rs. 37-50 with effect from 8-11-1961. Also agreed to institute a gratuity scheme.
55.	Vijaya Mansion Madras-1.	31—1—62	Dismissal of a worker.	Agreed to pay the worker Rs. 500/- in full settlement.
56.	Integral Coach Factory, Canteen Madras.	29—1—62	Retrenchment of a worker.	Fixed the scale of pay of the post of store lusker as Rs. 30-1-45 and to allow the present incumbent in the post Sri A. Venugopal to continue. Also agreed to re-employ the retrenched worker Sri R. Doraiswamy as cleaner in the regular vacancy of a cleaner.
57.	Varadaraja Ginning and Oil Mills, Coimbatore.	2—1—62	Over the employment of workers in Ginning and Kappus Department.	Agreed to give work to the workers in the Ginning Department and whenever there is no work they will be given the Kappus Picking work. The workers in the Kappas Picking Department will be given employment as soon as the Department starts working.
58.	The Nilgiri Fertiliser Limited, Coimbatore.	4—1—62	Retrenchment of 7 workers.	Agreed to pay compensation to all the seven retrenched workers.
59.	Raja Buttons and Plastic Company, Coimbatore.	5—1—62	Suspension of a worker and retrenchment of a worker.	Agreed to cancel the order of suspension issued to a worker on his giving a letter of apology. Also agreed to give alternative work to the retrenched worker.
60.	Rainbow Theatre, Coimbatore.	5—1—62	Revision of wages bonus etc.	Agreed to revise the wages of the workers and to

(1)	(2)	(3)	(4)	(5)
				fix annual increment to the workers. Also agreed to pay 2 months pay inclusive of allowance as bonus for every year a week before Deepavali Festival.
61.	A. N. Marudhachalam Chettiar and Company Burmah Shell Agent, Tirupur.	6—1—62	Dismissal of a worker.	Agreed to reinstate the worker with continuity of service.
62.	Tirupur Lakshmi Vilas Bank Limited, Tirupur.	6—1—62	Deduction of allowance of a worker.	Agreed to pay the Dearness Allowance of Rs. 31/ with effect from 1-1-1962.
63.	Shaw Wallace And Company Limited, Karamada.	11—1—62	Bonus confirmation of workers	Agreed to confirm the service of Sri K. M. Ramaswamy from 1-1-62 The claim for additional bonus was dropped.
64.	Udipi Central Cafe, Erode.	15—1—62	Bonus for 1960-61	Agreed to pay the workers 1½ months wages as bonus for 1960-61.
65.	Kurjee Dhanjee, Coimbatore.	16—1—62	Retrenchment of a worker.	Agreed to pay conmpensation to the worker.
66.	Madhava Rice Mill, Tirupur.	17—1—62	Dismissal of a worker.	do
67.	Mukambigai Rice Mill, Uthukuli.	22—1—62	Discharge of a worker.	do
68.	Coimbatore Butten Company, Coimbatore.	29—1—62	Closure.	do workers.
69.	Sri Chamundi Theatre Mysore Talkies, Coimbatore.	30—1—62	Wage increase.	Agreed to increase the wages of the workers with effect from 1-1-62.
70.	Rainbow Theatre Coimbatore.	18—1—62	Wage increase increment, Provident Fund etc.	Agreed to revise the wages of the workers and to grant annual increment also agreed to frame provident Fund and Gratuity scheme. Also agreed to pay 2 months wages inclusive of allowance as bonus for every year.

2. Statement showing the Bipartite settlements under section 18 (1) of the Industrial Disputes Act, 1947, for the month of January, 1962.

Serial No.	*Name of the concern*	*Date of agreement*	*No. of workers involved*	*Important terms of agreement.*
(1)	(2)	(3)	(4)	(5)
1.	Bengorm Estate, Coonoor.	24—1—62	Not known.	Absence of workers during the funeral of a worker.
2.	Gobald Motor Service (Private) Ltd., Mettupalayam.	3—1—62	do	Increment to workers and revision of wages.
3.	Ganga Textiles Limited, Coimbatore.	30—12—61	8	Implementation of the recommendations of the textile wage Board in respect of 8 workers.
4.	Sri Ranilakshmi Ginning, Spinning and Weaving Mills, Limited, Coimbatore.	3—1—62	Not known.	Fixation of workload in each department.
5.	The Bhavani Mills Ltd., Coimbatore.	29—12—61	6	Implementation of the recommendation of the textile Wage Board in respect of 6 workers.
6.	Vijayakumar Mills Ltd Palni.	12—1—62	Not known.	Wages and nature of work and deduction of cost tiffin for canteen workers.
7.	do	do	do	Basic wages and nature of work to superviser draft section.
8.	do	do	do	Basic wages and nature of work to cone winding department workers.

3. **Statement showing the list of Industrial Disputes referred for adjudication to the Industrial Tribunal, Madras and the Labour Courts published in *Fort St. George Gazette* during the month of January 1962.**

Name of the concern in which the dispute has arisen 1	Issues 2	G.O. No. and date of reference. 3
Industrial Tribunal, Madras		
Coimbatore District.		
1. Hindusthan Equipment Manufacutrers Ganapathy Post Coimbatore.	1. Whether the non-employment of C. T. Natarajan and R. Kumaraswamy is justified and to what relief each is entitled?	G. O. Ms. No. 7051, (Lab) I. L. & C. dated 20-12-61.
	2. To compute the relief, if any, awarded in terms of money, if it can be so computed for each.	
	3. Whether the demand of the workers for additional bonus for 1959-60 is justified and if so to fix the quantum?	
South Arcot District.		
2. Certain varukadalai Factories at Panruti and Arkandanallur.	Whether the demand of the workers in Varukadalai Establishments mentioned in Annexure I for revision of rates of wages is justified and if so to fix the revised rates of wages.	G. O. Ms No. 7084, (Labour) I. L. & C. dt. 21-12-61.
LABOUR COURTS		
Labour Court, Coimbatore		
3. Velonic Estate, Valparai P.O.	1. Whether the non-employment of Sri Palaniswamy (No. 14) is justified and if not to what relief he is entitled.?	G. O. Ms. No. 7042, (Lab) I. L. & C. dt. 20-12-61.
	2. To compute the relief if any awarded in terms of money if it can be so computed?	
4. Injipara Estate, Valparai Post.	1. Whether the non-employment of Sri Ponniah, Maistry is justified and if not, to what relief he is entitled?	G. O. Ms. No. 7047, (Labour) I. L. & C. dt. 20-12-61.
	2. To compute the relief, if any awarded in terms of money if it can be so computed?	

(1)	(2)	(3)
5. Sri Devi Industries, Udumalpet.	Whether the demand of the workers for payment of bonus for 1960-61 is justified and if so to fix the quantum.	G. O. Ms. No. 7048, (Labour) I. L. & C. dt. 20-12-61.
6. Anaimudi Estate, Mudis Post.	1. Whether the refusal of the management to up grade Sri N. M. Rajasekaran, Asst. Tea Maker in Anai-Mudi Estate, Mudis post, is justified and if not to what relief he is entitled?	G. O. Ms. No. 7052, (Labour) I. L. & C. dt. 20-12-61.
	2. To compute the relief if any awarded in terms of money if it can be so computed?	
7. High Forest Estate, Mudis post.	1. Whether the management was justified in not promoting Sri S. I Raj of High Forest Estate as Head clerk of the prospect Estate and if not to what relief he is entitled?	G. O. Ms. No. 7228, (Lab) I. L. & C. dated 29-12-61.
	2. To compute the relief if any, awarded in terms of money if it can be so computed ?	
8. Nadumalai Estate, Valparai Post.	1. Whether the non-employment of Sri Anthony is justified and if not, to what relief he is entitled?	G. O. Ms. No. 7230, (Labour) I. L & C. dt. 29-12-61.
	2. To compute the relief, if any awarded in terms of money, if it can be so computed?	
9. Nadumalai Estate, Valparai Post.	1. Whether the non-employment of Mookiah (No. 43) is justified and if not, to what relief he is entitled?	G. O. Ms. No. 7232, (Labour) I. L. & C. dt. 29-12-61.
	2. To compute the relief if any, awarded in terms of money if it can be so computed?	
10. Coimbatore Button Company Peelamedu, Coimbatore.	1. Whether the non-employment of workers (1) Sri R. Rangaswamy Gounder (2) M. Arumugam, (3) R. Natarajan and (4) Sri C. Kannammal is	G. O. Ms. No. 7231, (Lab) I. L. & C. dt. 29-12-61.

(1)	(2)	(3)
	justified and if not, to what relief each is entitled to.	
	2. Provision of regular work to workers engaged in "Selection section".	
	3. To compute the relief, if any awarded in terms of money, if it can be so computed for each.	
11. Textool Co. Ltd., Ganpathy P.O. Coimbatore.	1. Whether the non-employment of Sri A. L. Kannan by the management of the Textool Co., Ltd. Ganapathy P. O. is justified and if not to what relief he is entitled ?	G. O. Ms. No. 192, (Lab) I. L. & C. dated 9-1-62.
	2. To compute the relief if any awarded in terms of money if it can be so computed.	
	Labour Court, Madras	
	Chingleput District.	
12. Union Tailoring Shop, Tambaram.	1. Whether the non-employment of Sri Prabakaran and six others is justified and to what relief, each of them would be entitled?	G. O. Ms. No. 7235, I. L. & C. (Lab) dated 29-12-61.
	2. To compute the relief, if any awarded in terms of money, if it can be so computed.	
	Madras District.	
13. Hiralal & Co. Madras.	1. Whether the non-employment of Sri M. Peria Govindan is justified and to what relief he would be entitled ?	G. O. Ms. No. 7236, I. L. & C. (Labour) dt. 29-12-61
	2. To compute the relief, if any awarded in terms of money if it can be so computed?	
14. Wilfred Peririe (P) Ltd., Madras.	Whether the demand of workers for bonus for 1959-60 is justified and if so to fix the quantum.	G. O. Ms. No. 250, I. L. & C. (Lab) dated 12-1-62.

(1)	(2)	(3)
15. Palson Limited, Madras.	1. Whether the demand of the workers employed, in the Madras Branch for payments of additional bonus for the year 1959 is justified & if so, to fix the quantum.	G. O. Ms. No. 251, I. L. & C. (Lab) Department. dated, 12-1-62.
	2. Whether the demand of the workers employed in the Madras Branch for payment of Bonus for the year 1960 is justified and if so to fix the quantum.	
	Labour Court, Madurai	
	Tirunelveli District	
16. The Indian Hume Pipe Company Tirunelveli Branch.	1. Fixation of the quantum of Bonus for 1959-60.	G. O. Ms. No. 7252, I. L. & C. (Lab) dated 29-12-61.
	2. Whether the demand for revision of D.A. is justified and if so to fix the revised rate of Dearness allowance.	

4. Statement showing the list of awards of the Industrial Tribunal Madras, and the Labour Courts published in the Supplement to Part II, Section I of the *Fort St. George Gazette*, during the month of January, 1962.

S. No. (1)	Name of the concern. (2)	Page and date of the Gazette. (3)	G.O. No. and date in which the award was Published. (4)
	Industrial Tribunal, Madras.		
	Chingleput District		
1.	Ram Krishnan Kulwant Rai Steel Rolling Mills, Steel Industries of South India and Bolt & Nut Factory, Tiruvottiyur, Madras.	10—12 10—1—62	G. O. Ms. No. 7198, (Labour) Industries, Labour and Co-operation dated 28-12-61.
2.	do	2 10—1—62	*G. O. R. No. 1862, (Labour) Industries, Labour and Co-operation, dated 28-12-61.
	Coimbatore District.		
3.	Sowdambigai Motor Service Dharapuram.	7—8 17—1—62	G. O. Ms. No. 37, Industries, Labour and Co-peration (Labour) dated 2—1—62.
	Madras District		
4.	Buckingham and Carnatic Company, Limited, Madras.	2—10 17—1—62	G. O. Ms. No. 7195, (Labour) Industries, Labour and Co-operation dated 28-12-61.
5.	Burmah Shell Oil Storage and Distribution Company of India Limited, Madras.	5—7 24—1—62	G. O. R. No. 338, Industries, Labour and Co-operation (Labour) dated 17—1—62.
6.	Bijon Workshops, Madras.	7—8 24—1—62	G. O. Ms. No. 339, Industries, Labour and Co-operation (Labour) dated 17—1—62.
7.	Gokaleeb Bhavan, Madras.	8—10 24—1—62	G. O. Ms. No. 340, Industries, Labour & Co-peration (Lab) dated 17—1—62.
	Nilgiris District		
8.	Emerald Valley Estate, Ittalar Post.	1 10—1—62	G. O. R. No. 10, (Labour) Industries Labour and Co-operation dated 1—1—62.

(1)	(2)	(3)	(4)
	Labour Courts		
	Chingleput District		
9.	Kumaran Bus Service, Red-Hills.	2—3 17—1—62	G. O. R. No. 39, Industries, Labour and Co-operation (Labour) dated 4—1—62.
	Coimbatore District		
10.	Sri Dhandapani Powerloom Factory, Erode.	13 10—1—62	G. O. R. No. 8 (Labour) Industries, Labour and Co-operation dated 1—1—62.
	Madras District.		
11.	India Leather Corporation (Private) Limited Madras.	14—16 10—1—62	G. O. Ms. No. 7202, (Labour) Industries, Labour and Co-operation dated 28-12-61.
12.	India Leather Corporation (Private) Limited, Madras.	16—22 10—1—62	G. O. Ms. No. 7204, (Labour) Industries, Labour and Co-operation dated 28-12-61
13.	Little Oriental Balm and Pharmaceuticals Limited, Madras.	22—24 10—1—62	G. O. Ms. No. 7296, (Labour) Industries. Labour and Co-operation dated 30-12-61.
14.	Narasu Studios (P) Ltd. Madras.	1 17—1—62	G. O. R. No. 28, Industries, Labour and Co-operation (Labour) dated 4-1-62.
15.	Sivasankar Press, Madras.	1—2 17—1—62	G. O. Ms. No. 29, Industsies, Labour and Co-operation (Labour) dated 4-1-62.
	Madurai District:		
16.	Lenox Photo Mount Manufacturing Company, Madurai.	6—7 17—1—62	G. O. R. No. 137, Industries, Labour and Co-operation (Labour) dated 6-1-62.

(1)	(2)	(3)	(4)
	Nilgiris District		
17.	Palaniappa Estate, Kullakumby Post.	13—14 10—1—62	G. O. R. No. 9 (Lab), Industries, Labour and Co-operation dated 1-1-62.
18.	Murugalli Estate, Hardypet P.O.	3—5 17—1—62	G. O. Ms. No. 83, Industries, Labour and Co-operation (Labour) dated 4-1-62
19.	Kairbetta Estate, Kotagiri.	1 24—1—62	G. O. R. No. 61, Industries, Labour and Co-operation (Labour) dated 8-1-62
20.	Kilmelfort Estate, Kotagiri.	11—12 24—1—62	G. O. R. No. 130, Industries, Labour and Co-operation dated 20-1-62.
	Ramnad District		
21.	Aruppukottai, Sri Jaya Vilas (P) Limited, Aruppukkottai.	2—4 24—1—62	G. O. R. No. 365, Industries, Labour and Co-operation (Labour) dated 18-1-62.
	Salem District.		
22.	Jeevajothi Bus Service Krishnagiri, Salem	10—11 24—1—62	G. O. Ms. No. 342, Industries, Labour and Co-operation (Labour) dated 17-1-62.
	Tiruchirapalli District		
23.	Cauvery Spinning and Weaving Mills, Limited, Cauverynagar.	3 17—1—62	*G. O. R. No. 43, Industries, Labour and Co-operation (Labour) dated 5-1-62.
	Tirunelveli District		
24.	Tirunelveli Tuticorin Electric Supply Company Limited, Tirunelveli.	1—3 3—1—62	G. O. Ms. No. 7145, (Labour) Industries, Labour and Co-operation dated 26-12-61.

* Denotes the awards under Section 33-A of the Industrial Disputes Act 1947.

6. **Statement showing closures and stoppages of work in factories and mills for reasons other than striks and lockouts in the State of Madras for the Month of January 1962.**

10

Sl. No.	Name of the Concern.	Industry.	No. of workers involved.	Closure. Began.	Closure. Ended.	Cause.	Amount of Compensation paid to workers.
1	2	3	4	5	6	7	8
1.	Shree Cutch Vijay Saw Mills, Pollachi.	Saw Mills	10	25-1-62	..	Due to sale of the Mill to other party.	Not furnished by the management.
2.	Balaji National Lunch Home, Madras-1.	Hotel	48	10-1-62	...	Due to loss	-do-
3.	Sri Krishna Vilas Tea Club, Pappanaickenpalayam.	-do-	3	5-1-62	...	-do-	-do-
4.	M. Krishna Gounder, Tea Stall, Ganapathy.	-do-	1	5-1-62	...	-do-	-do-
5.	Sri Rama Vilas Hotel, Palladam.	-do-	1	5-1-62	...	-do-	-do-
6.	Hotel Midland, Madurai.	-do-	14	23-12-61	...	During section closed as it was found unprofitable.	Rs. 1249/-

7. **Particulars of complaints received and investigated and settled by the Labour Officers in the State of Madras during the month of January 1962.**

Sl. No.	Labour Officers		Wages and allowances.	Bonus.	Personnel (dismissal suspension etc.)	Retrench-ments.	Leave and hours of work.	Others (Not classi-fiable.)	Causes not known.	Total.	Complaints investigated and settled. (including those pending previously).
1		2	3	4	5	6	7	8	9	10	11
1.	Labour Officer,	Coimbatore I	11	3	29	...	1	51	...	95	178
2.	do	Coimbatore II*									
3.	do	Coonoor	2	...	14	...	...	2	...	18	15
4.	do	Madras-I	10	9	14	1	2	9	...	45	20
5.	do	Madras-II	23	20	18	5	4	...	...	70	73
6.	do	Madras-III	7	6	22	2	4	8	...	49	51
7.	do	Madurai	5	...	2	...	...	12	...	19	68
8.	do	Nagercoil	12	1	14	...	2	10	...	39	48
9.	do	Pollachi	10	1	17	1	...	16	...	45	40
10.	do	Salem	4	16	...	1	1	3	...	25	34
11.	do	Tiruchirapalli	11	1	11	...	2	3	...	28	24
12.	do	Tirunelveli	21	4	44	...	2	17	...	88	102
13.	do	Vellore	5	1	21	4	...	2	...	33	27
		Total	121	62	206	14	18	133	...	554	677

* This report does not include the report of Labour Officer, II Coimbatore.

8. Industrial Establishment (Standing Orders) Act.

Statement showing the number of Standing Orders certified during the month of January 1962.

Number of Standing Orders certified as on 1—1—1962.	...	2,165
Number of standing orders certified during the month of January 1962	...	95
Total	...	2,260
Number of amendments to the Standing Orders certified during the month of January 1962.	...	1

9. Workmen's Compensation Act.

Statement of accidents reported and amounts of compensation paid for the month of January 1962.

	Number of accidents	* Amount of compensation
		Rs. nP.
(a) Death	32 ...	24,150.50
(b) Temporary disablement (c) Permanent disablement	68	594.00
Total		24,744.50

* Represents only the amounts deposited with the Commissioner for Workmen's Compensation under section 8 (1) and 8 (2) of the Workmen's Compensation Act.

10. Workmen's Compensation Act:

Statement showing the number of cases filed and disposed of during the period from 1-1-'62 to 31-1-'62.

Nature of claim (1)	Number previously pending. (2)	Number received. (3)	Total. (4)	Number disposed of (5)	Balance. (6)
1. *Application under Section* 10 :					
(a) Fatal ...	60	...	60	6	54
(b) Non-fatal.					
(i) Permanent disablement ...	52	3	55	11	44
(ii) Temporary disablement ...	5	...	5	...	5
2. *Deposits under Section* 8 (1)					
(a) Fatal ...	87	10	97	22	75
(b) Persons under legal disability...	9	...	9	...	9
3. *Deposit under Section* 8 (2) ...	2	1	3	...	3

(1)	(2)	(3)	(4)	(5)	(6)
4. *Memorandum of Agreement.*					
(*a*) Permanent disablement ...	7	30	37	2	35
(*b*) Temporary disablement ...	1	4	5	1	4
5. *Recovery under Section* 31 ...	1	...	1	...	1
6. *Indemnification under Section* 12 ...	3	...	3	...	3
Total ...	227	48	275	42	233

11. Payment of Wages Act, 1936.

Number of cases pending as on 1—1—1962	...	341
Number of cases filed during the month	...	30
do disposed of do	...	55
do pending as on 31—1—1962	...	316

12. (a) Madras shops and Establishments Act, 1947. Applications under section 51.

Pending as on 1—1—1962	...	1
Received during the month	...	1
Disposed of during the month	...	Nil
Pending as on 31—1—1962	...	2

12. (b) Madras shops and Establishments Act, 1947. Appeals under section 41.

Pending as on 1—1—1962	...	174
Received during the month	...	26
Disposed of during the month	...	40
Pending as on 31—1—1962	...	160

12. (c) Madras Catering Establishments Act, 1958.

Pending as on 1—1—1962	...	176
Received during the month	...	43
Disposed of during the month	...	52
Pending as on 31—1—1962	...	167

13. (a) List of Trade Unions Registered under the Indian Trade Unions Act, 1926, during the month of January, 1962.

S. No. (1)	R. No. (2)	Date of registration. (3)	Industry. (4)	Name and address of the Trade Union. (5)
1.	3270	5—1—62	Commerce. ...	The Fairdeal Corporation (Private) Ltd., Employees' Union, No. 8, Kachaleswarar Agraharam, Madras-1.
2.	3271	8—1—62	Miscellaneous ...	Rice Mill and General Workers' Union, 130, Kumaran Street, Pollachi.
3.	3272	do	Tobacco. ...	Virudhunagar National Cigar Workers' Union, 99, Rosalpatty Road, Virudhunagar.
4.	3273	9—1—62	Food & Beverages ...	Neelamalai Bakery Employees' Union, 19, Mount Road, Coonoor R S.
5.	3274	18—1—62	Textiles. ...	Harvey Mill Engineering Workers' Union, Ambalavanapuram Street, Vickramasingapuram.
6	3275	do	Engineering ...	Sri Rama Machinery Corporation Employees' Union, Madras-19.
7.	3276	do	Miscellaneous ...	Nagercoil General Workers' Union, Kottar, Nagercoil.
8	3277	do	Textiles ...	Dindigul Dravida Panchalai Thozhilalar Munnetra Sangam, Door No. 7, Ramanathapuram, 2nd Ward, Dindigul.
9.	3278	do	Construction. ...	Koradacheri Kattida Thozhilalar Sangam, Koradacheri, Tanjore District.
10.	3279	20—1—62	Miscellaneous ...	Tamilnad Dhesiya Thozhilalar Sangam, Manjakuttai P.O., (Via) Yercaud, Salem District.
11.	3280	do	do. ...	South India Steel and Sugars Employees' Union, No. 135, Strahans Road, Madras-12.
12.	3281	do	Railways. ...	The Integral Coach Factory Labour Association, 8, Narasingapuram Street, Mount Road, Madras-2.
13.	3282	24—1—62	Transport. ...	National Motor Labour Union, Saminaicken Kinathu St, V. R. Compound, Virudhunagar.
14.	3283	29—1—62	do ...	Saint Andrews Bus Workers' Union, Thayaparan Street, Palayamkottai.
15.	3284	do	Miscellaneous. ...	Madras Betelnut Powder Progressive Workers' Union, 102, Swaminaicken Street, Madras-2.

13. (b) List of Trade Unions whose registration were cancelled during the month of January, 1962.

S. No. (1)	R. No. (2)	Date of Cancellation. (3)	Industry. (4)	Name and address of the Union. (5)
1.	1670	20—1—62	Constuction. ...	Sri Meenambikai Tiles and Bricks Industries Workers' Union, Amaravathi Pudur, (Via) Karaikudi.
2.	2329	do	Miscellaneous. ...	Colachel Vallam Thozhilalar Sangam, Colachel, Kanyakumari District.
3.	2646	do	do ...	Kanyakumari Jilla Odu Chengal, Karungal Thozhilalar Union, Kandanvilai P O., Kanyakumari, District.
4.	2703	do	do ...	Madras Laundry Workers' Union, 88, Purasawalkam High Road, Madras-10.
5.	2741	do	do ...	Kundah Hydel Workcharged and Services Union, Kundah Camp.
6.	2978	do	do ...	Tamilnad Desiya Vannar Central Union, 8-A, Muthumari Chetty Street, Mannady, Madras-1.
7.	2803	27—1—62	do ...	Chingleput District Handloom Pavoo Thoyam Workers' Union, Kancheepuram.

ABSTRACT

1.	Total No. of registered Trade Unions as on 1—1—62.	1,156
2.	Total number of Trade Unions Registered during the month	15
3.	-do- Cancelled during the Month ...	7
4.	-do- amalgamated and dissolved during the month. ...	Nil
5.	Total No. of registered Trade Unions as on 31—1—62.	1,164

14. Labour administration and Statistics for the month of January 1962.

S. No. (1)	Particulars. (2)	Factories Act. (3)	Payment of Wages Act. (4)	Madras Maternity Benefit Act. (5)	Madras Shops and Establishments Act. (6)	Madras Catering Establishment Act. (7)	Minimum Wages Act. (8)	Madras Beedi Industrial Premises (Regulation of Condition of work) Act, 1958. (9)	Madras Industrial Establishments (National & Festival Holidays) Act, 1958. (10)
1.	No. of establishments inspected.	829	2,503	170	48,491	3,081	1,022	386	1,000
2	*No. of irregularities noticed.	36	162	12	266	140	10	...	54
3.	No. of cases warned.	83	154	...	809	258	42	27	1
4.	No. of prosecutions launched.	24	6	1	34	68	...	8	5
5.	No. of convictions obtained.	13	6	1	35	58	...	6	4
6.	Amount of fine levied in Rupees.	430	90	15	543	930	...	130	38

* The common irregularities noticed were in respect of the maintenance of registers, exhibition of notices, upkeep, sanitation, employment of young persons and payment of wages at rates less than those fixed under the Minimum Wages Act, 1948.

15 (a). Numerical list of Factories for the month of January, 1962.

District.	At the Beginning. Section 2 (m) (i)	Section 2 (m) (ii)	Notified	Registered. Section 2 (m) (i)	Section 2 (m) (ii)	Notified	Removed. Section 2 (m) (i)	Section 2 (m) (ii)	Notified	Total. Section 2 (m) (i)	Section 2 (m) (ii)	Notified	Remarks.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1. North Arcot	134	139	107	5	...	...	...	8	6	139	131	101	371
2. South Arcot	120	12	60	...	...	...	1	2	...	119	10	60	189
3. Chingleput	189	28	49	3	1	...	2	...	...	190	29	49	268
4. Coimbatore	898	26	158	10	...	...	1	2	1	907	24	157	1088
5. Kanyakumari	45	7	23	...	...	...	...	...	...	45	7	23	75
6. Madras	694	68	156	2	...	...	...	...	...	696	68	156	920
7. Madurai	379	48	91	4	1	...	1	2	...	382	47	91	520
8. The Nilgiris	111	1	13	...	...	...	...	1	...	111	...	13	124
9. Ramanathapuram	223	65	123	2	...	...	1	2	2	224	63	121	408
10. Salem	433	20	97	9	...	...	1	...	...	441	20	97	558
11. Thanjavur	292	9	70	3	...	...	...	...	1	295	9	69	373
12. Tiruchirappalli	225	12	239	6	2	...	...	1	3	231	13	236	480
13. Tirunelveli	246	56	137	3	...	...	...	1	2	249	55	135	439
Total	3989	491	1323	47	4	...	7	19	15	4029	476	1308	5813

15 (b). Numerical list of Plantations covered by the Plantations Labour Act, 1951 for the month of January, 1962.

S. No.	Category of Plantations.	At the beginning of the month. A.	B.	Registered. A.	B.	Removed. A.	B.	At the end of the month. A.	B.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	Coffee ...	119	28,099.26	...	...	...	...	119	28,099.26
2.	Tea ...	121	61,428.65	2	31.00	...	...	123	61,459.65
3.	Rubber ...	14	6,979.68	2	1,150.00	...	...	16	8,129.68
4.	Cinchona ...	3	9,406.00	...	...	...	...	3	9,406.00
5.	Cardamom ...	6	2,984.20	...	...	...	...	6	2,984.20
	Total ...	263	1,08,897.79	4	1,181.00	...	...	267	1,10,078.79

Note :—A. Number of Plantations.
B. Total acreage under cultivation.

16. (a) Statement of Accidents for the month of January, 1962.

No. of Industries (1)	Name of Industry (2)	Number of accidents. Fatal. (3)	Non-fatal. (4)
01.	Processes allied to agriculture (Gins and Presses).	...	9
20.	Food except beverages ...	...	37
21.	Beverages ...	...	...
22.	Tobacco ...	...	2
23.	Textiles ...	...	291
24.	Foot-wear, other wearing apparel and made-up textile goods.	...	...
25.	Wood and cork except furniture ...	...	...
26.	Furniture and fixtures ...	...	4
27.	Paper and paper products ...	...	...
28.	Printing, publishing and allied industries ...	...	11
29.	Leather and leather products (except foot-wear).	...	1
30.	Rubber and rubber products ...	...	12
31.	Chemicals and Chemical products ...	1	182
32.	Products of petroleum and coal ...	...	9
33.	Non-metallic Mineral Products (except Products of Petroleum and coal).	1	36
34.	Basic Metal industries ...	...	17
35.	Metal products (except machinery and transport equipments).	...	53
36.	Machinery (except electrical machinery) ...	1	110
37.	Electrical Machinery, apparatus, appliances and supplies.	...	17
38.	Transport equipment ...	...	442
39.	Miscellaneous industries ...	...	30
51.	Electricity, Gas and Steam ...	2	10
52.	Water and Sanitary Services ...	...	...
83.	Recreation Services (Cinema Studios) ...	...	2
84.	Personal Services (laundries, dyeing and cleaning).	...	...
	Total	5	1,275

16. (b) Statement of Accidents in Cotton and Jute Mills for the Month of January, 1962.

Name of Industry. (1)	Adults. Men. (2)	Adults. Women. (3)	Adolescents. Male. (4)	Adolescents. Female. (5)	Children. Boys. (6)	Children. Girls. (7)
COTTON MACHINERY:—						
1. Opening and Blowing room Machinery.	10	...	...	...	...	...
2. Cardroom Machinery	16	...	...	...	...	...
3. Drawing Frames	6	...	...	...	...	...
4. Speed Frames	12	...	...	...	...	...
5. Spinning Machinery	53	2	...	...	...	...
6. Weaving Machinery	10	...	...	...	...	...
7. Finishing Machinery	11	...	...	...	...	...
8. Flying Shuttles	48	...	...	...	...	...
9. Other Miscellaneous Textile Machinery	10	3	...	...	...	...
10. Miscellaneous non-machinery Accidents.	106	2	...	...	...	...
Total ...	282	7	...	...	...	...
JUTE MACHINERY		...	Nil		...	...

17. The Government of Madras have granted exemptions to the following factories and Establishments from the provisions of the Act and Rules indicated below during the month of January, 1962.

Name of establishment (1)	*Section from which exempted* (2)	*Duration of exemption* (3)	*Authority* (4)
MADRAS SHOPS AND ESTABLISHMENTS ACT, 1947.			
1. All Co-operative Societies in the State.	All provisions of the Act.	1-1-'62 to 30-4-'62 subject to certain conditions	G. O. Ms. No. 7244 Industries, labour and Co-operation (Lab) dated 29-12-'61 published as notification No. 254 of 1962 at pages 94-96 of part II Section I of the Fort Saint George Gazette dated 10-1-'62.

18. Consolidated Statement of Price of Cotton and Yarn for the month of January, 1962.

For the Week ending.	*Price of Cotton per quintal or 100 Kilograms.* Cambodia. Rs.	Karunganny. Rs.
6—1—'62	Rs. 255/290	Rs. 220/247
13—1—'62	-do-	-do-
20—1—'62	-do-	-do-
27—1—'62	-do-	-do-

For the Week ending	*Price of Yarn per Bundle of 10 lbs.* 20s.
6—1—'62	Rs. 20.75
13—1—'62	20.75
20—1—'62	20.75
27—1—'62	20.75

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 moffussil urban centres for the month of January 1962, as ascertained and declared by the Director of Statistics under section 2 (d) of that Act.

Centre. (1)	Food. (2)	Fuel and Lighting. (3)	Clothing. (4)	House Rent. (5)	Miscellaneous. (6)	Cost of Living index (7)
(*Base*: Year ended June, 1936 : 100).						
1. Madras City ...	537.5(a)	615.8	468.8	293.5**	364.0	482.4
2. Cuddalore ...	526.0	514.0	386.0	354.0	492.0	492.0
3. Tiruchirapalli ...	519.0	493.0	429.0	287.0	338.0	460.0
4. Madurai ...	562.0	415.0	504.0	301.0	319.0	478.0
5. Coimbatore ...	526.0	526.0	481.0	485.0	291.0	502.0

Centre.	Food.	Housing.	Clothing.	Miscellaneous.	Cost of Living Index.
(*Base*: August, 1939 : 100).					
6. Nagercoil ...	565.0	432.0	540.0	297.0	503.0

* The cost of living index numbers are now called consumer price index numbers.

(a) 537.48 to two decimal places.

** 293.47 to two decimal places.

Comparative statement of the cost of living index numbers for the months of December, 1961 and January, 1962.

Zone. (1)	*Centre.* (2)	*Cost of living index numbers for the months of* *December, 1961.* (3)	*January, 1962.* (4)	*Variation.* (5)
(*Base*: Year ended June, 1936 : 100).				
1. Madras City and Chingleput Dt.	Madras City ...	481.0	482.4	+1.4
2. North Arcot and South Arcot Dts.	Cuddalore ...	492.0	492.0	—
3. Tiruchirapalli & Tanjavoor Dts.	Tiruchirapalli ...	466.0	460.0	—6.0
4. Madurai, Ramanathapuram and Tirunelveli Dts.	Madurai ...	473.0	478.0	+5.0
5. Coimbatore and Salem Dts. ...	Coimbatore ...	502.0	502.0	—
(*Base*: August, 1939 : 100)				
6. Kanyakumari Dt. ...	Nagercoil ...	499.0	503.0	+4.0

MADRAS CITY. INDEX-482.

A rise of one point.

The index for the food group rose by two points to 537 due mainly to a rise in the price of gingelly oil.

The index for the fuel and lighting group fell by one point to 616 due to a fall in the prices of firewood and charcoal.

The group index numbers in respect of clothing, house-rent and miscellaneous remained unchanged at 469, 293 and 364 points respectively.

Group.	*Weight proportional to the total expenditure.*	*Group Index number.*	
		December, 1961.	*January, 1962.*
(1)	(2)	(3)	(4)
Food ...	58.23	535.0	537.5(a)
Fuel and lighting ...	8.42	617.1	615.8
Clothing ...	6.10	468.8	468.8
House-rent ...	14.57	293.5*	293.5*
Miscellaneous ...	12.68	364.0	364.0
Total ..	100.00		
Cost of living index number		481.0	482.4

* 293.47 to two decimal places.

(a) 537.48 to two decimal places.

CUDDALORE INDEX-492

A slight fall.

The index for the food group fell by one point to 526 due mainly to a fall in the price of rice.

The index for the fuel and lighting group rose by eight points to 514 due to a rise in the price of firewood.

The group index numbers in respect of clothing, house-rent and miscellaneous remained stationary at 386, 354 and 492 points respectively.

TIRUCHIRAPALLI INDEX-460.

A fall of six points.

The index for the food group fell by nine points to 519 due mainly to a fall in the prices of rice and vegetables.

The group index numbers in respect of fuel and lighting, clothing, house-rent and miscellaneous remained unchanged at 493, 429, 287 and 338 points respectively.

MADURAI INDEX-478.

A rise of five points.

The index for the food group rose by eight points to 562 due mainly to a rise in the prices of chillies and gingelly oil.

The index for the fuel and lighting group fell by two points to 415 due to a fall in the price of kerosene oil.

The index for the miscellaneous group rose by five points to 319 due to a rise in the ice of betel leaves.

The group index numbers in respect of clothing and house-rent remained unchanged 504 and 301 points respectively.

COIMBATORE INDEX-502.

Index stationary.

The group index numbers in respect of food, fuel and lighting, clothing, house-rent id miscellaneous remained stationary at 526, 526, 481, 485 and 291 points respectively.

(Base: August, 1939: 100)

NAGERCOIL INDEX-503.

A rise of four points.

The index for the food group rose by three points to 565 due mainly to a rise in the rices of rice and coconut oil.

The index for the miscellaneous group rose by nine points to 297 due to a rise in ıe prices of betel leaves and arecanuts.

The group index numbers in respect of housing and clothing remained unchanged at 32 and 540 points respectively.

CONSUMER PRICE INDEX NUMBERS

19. (a) Interim Series of All-India Average Consumer Price Index Numbers for Working Class.

(*Base*: Shifted to 1949=100)

Year. (1)		All India* Original base 1949. General Index. (2)	Food Index. (3)
1950.		101	101
1951.	...	105	104
1952.	...	103	102
1953.	...	106	109
1954.	...	101	101
1955.	...	96	92
1956.	...	105	105
1957.	...	111	112
1958.	...	116	118
1959.	...	121	125
1960.	...	124	126
1960 :—	...		
October.	...	125	127
November.	...	124	126
December.	...	124	124
1961 :—	...		
January.	...	123	123
February.	...	123	122
March.	...	124	123
April.	...	124	123
May.	...	124	123
June.	...	125	125
July.	...	127	127
August.	...	128	129
September.	...	128	128p
October.	...	128p	128p
November.	...	128p	129p

*To obtain the index number with 1944 as base year the figures given here need be multiplied by 1.42 in the case of Food Index and 1.38 in the case of General Index. This implies that for this purpose the series with base 1944=100 that used to be published simultaneously, but has since been discontinued is linked to the above series at the year 1949. Thus the provisional all-India index on base 1944=100 during the month of November, 1961 was 176.64.

(*Source*: Labour Bureau for all-India Index.)

20 (a) Monthly Press Report for the month of January, 1962 of the Madras Region.

The E.S.I. Scheme applies to 17 centres in the State of Madras and provides protection to 2,33,678 industrial workers in the event of Employment Injury, Sickness and Maternity. This protection is made available in two ways, viz., by provision of Cash Benefits and by providing Medical Care when needed. There are 32 Offices of the Corporation in the State for disbursement of Cash benefits.

During the month of January, 1962, 1669 insured persons received Rs. 47,676.64 nP. by way of cash benefits due to Employment injury. This includes 305 persons who were in receipt of pensions for permanent disablement as also dependants of 82 deceased insured persons. During the month, 1371 accidends were reported.

Comparatively, few persons need the employment injury benefits but fairly large number need cash benefits in the event of sickness. During January, 1962 an amount of Rs. 3,62,049.59 was paid as Sickness benefit involving abstention for 1,53,369 days.

During the month 559 woman insured workers claimed Rs. 53,323.06 by way of maternity benefit.

3 Insured persons were sent to Artificial Limb Centre, Poona, during the month for fitting up of artificial limbs.

For recovery of arrears of contributions under the Scheme, legal proceedings had to be initiated in 15 cases against defaulting employers for recovery of Rs. 46,630.02 nP.

20. (b) Employees State Insurance Scheme, Medical Benefit, for month of January, 1962.

Sl. No.	Particulars.		for the month of January 1962.
1.	Total number of Attendance : New 47,394, Old 1,62,435	...	2,09,829
2.	No. of Medical certificates issued	...	85,360
3.	No. of Domiciliary visits made	...	250
4.	No. of Injections administered	...	71,624
5.	No. of X-Ray examinations	...	1,777
6.	No. of Laboratory Examinations	...	3,633
7.	No. of Specialist Investigations	...	4,165
8.	No. of Persons admitted to Hospitals	...	1,129
9.	Bed Days occupied during the month	...	9,817
	Additional data for panel system.		
1.	No. of attendance. New. 12,529, Old. 22,771	...	35,300
	Diagnostic Centres		Nil
2.	No. of Prescriptions issued	...	11,445 (excluding S.I. dispensary Pallavaram).
3.	Payments made to :—		
	1. Chemists	...	Nil
	2. Insurance Medical Practitioners.	...	Rs. 3,567 /- (for Coimbatore only)

NOTE : The above figures exclude one panel doctor.

LABOUR LAWS AND ADMINISTRATION

THE WORKMEN'S COMPENSATION RULES, 1924

Government of India, Department of Industries and Labour, Notification No. L. 1182, dated 26th June, 1924, (as subsequently amended up to the 31st March, 1937.)

No. L-1182.—In exercise of the powers conferred by section 32 of the Workmen's Compensation Act, 1923 (VIII of 1923), the Governor General in Council is pleased to make the following rules :—

Preliminery.

Short tille. 1. These rules may be called the workmen's Compensation Rules, 1924.

Definitions. 2. In these rules, unless there is anything repugnant in the subject or context,—

(a) "the" act means the Workmen's Compensation Act, 1923 ;

(b) "Form" means a form appended to these rules ;

(c) "section" means a section of the Act.

PART I.

REVIEW OF HALF MONTHLY PAYMENTS AND COMMUTATION THEREOF.

When application may be made without medical certificate. 3. Application for review of a half-monthly payment under section 6 may be made without being accompaaied by a medical certificate—

(a) by the employer, on the ground that since the right to compensation was determined the workmen's wages have increased ;

(b) by the workman, on the ground that since the right to compensation was determined his wages have diminished ;

(c) by the workman, on the ground that the employer, having commenced to pay compensation, has ceased to pay the same not withstanding the fact that there has been no change in the workman's condition such as to warrant such

(d) either by the employer or by the workman, on the ground that the determination of the rate of compensation for the time being in force was obtained by fraud or undue influence or other improper means ;

(e) either by the employer or by the workman on the ground that in the determination of compensation there is a mistake or error apparent on the face of the record.

4. If, on examining an application for review by an employer in which the reduction or discontinuance of half-monthly payments is sought it appears to the Commissioner that there is reasonable ground for believing that the employer has a right to such reduction or discontinuance, he may at any time issue an order withholding the half-monthly payments in whole or in part pending his decision on the application.

Procedure on application for review.

5. (1) Where application is made to the Commissioner under section 7 for the redemption of a right to receive half-monthly payments by the payment of a lump sum, the Commissioner shall form an estimate of the probable duration of the disablement, and shall award a sum equivalent to the total of the half-monthly payments which would be payable for the period during which he estimates that the disablement will continue, less one-half per cent of that Provided that fractions of a rupee included in the sum so computed shall be disregarded.

Procedure on application for commutation.

(2) When, in any case to which sub-rule (1) applies, the Commissioner is unable to form an approximate estimate of the probable duration of the disablement, he may from time to time postpone a decision on the application for a period not exceeding two months at any one time.

PART II.

DEPOSIT OF COMPENSATION.

6. (1) An employer depositing compensation with the Commissioner under sub-section (1) of section 8, in respect of a workman whose injury has resulted in death shall furnish therewith a statement in Form A, and shall be given a receipt in Form B. In other cases of deposits with the Commissioner under sub-section (1) of section 8, the employer shall furnish a statement in form A and shall be given a receipt in form B.

Deposit under section 8 (1)

(2) If, when depositing compensation in respect of fatal accidents, the employer indicates in the statement referred to in sub-rule (1) that he desires to be made a party to the distribution proceedings, the Commissioner shall, before allotting the sum deposited as compensation, afford to the employer an opportunity of establishing that the person to whom he proposes to allot such sum is not a dependant of the deceased workman or, as the case may be, that no one of such person is a dependent.

(3) The statement of disbursement to be furnished on application by the employer under sub-section (4) of section 8 shall be in Form C.

7. The Commissioner shall cause to be displayed in a prominent position outside his office an accurate list of the deposits received by him under sub-section (1) of section 8, together with the names and addresses of the depositors and of the workmen in respect of whose death r injury the deposits have been made.

Publication of lists of deposits.

8. (1) A dependant of a deceased workman may apply to the Commissioner for the issue of an order to deposit compensation in respect of the death of the workman. Such application shall be made in Form G.

Application by dependants for deposit of compensation.

(2) If compensation has not been deposited the Commissioner shall ispose of such application in accordance with the provisions of Part V of iese rules:

Provided that—

(a) the Commissioner may, at any time before issues are framed, cause notice to be given in such manner as he thinks fit to all or any of the dependants of the deceased workman who have not joined in the application, requiring them, if they desire to join therein, to appear before him on a date specified in this behalf;

(b) any dependant to whom such notice has been given and who fails to appear and to join in the application on the date specified in the notice shall not be permitted thereafter deposit compensation unless he satisfied the Commissioner that he was prevented by any sufficient cause from appearing when the case was called on for hearing.

(3) If, after completing the enquiry into the application, the Commissioner issues an order requiring the Employer to deposit compensation in accordance with sub-section (1) of section 8, nothing in sub-rule (2) shall be deemed to prohibit the allotment of any part of the sum deposited as a compensation to a dependent of the deceased workman who failed to join the application.

9. An employer depositing compensation in accordance with sub-section (2) of section 8, shall furnish therewith a statement in Form D, and shall be given a receipt in Form E.

Deposit under section 8 (2).

10. Money in the hands of Commissioner may be invested for the benefit of the dependants of deceased workman in Government securities or Post Office Cash Certificates, or may be deposited in a Post Office Savings Bank.

Investment of money.

PART III.

REPORTS OF ACCIDENTS.

Report of fatal accident.

The report required by Section 10-B shall, subject to such rules, if any, 'as may be made by the Local Government, be in Form EE.

Right of employer to present memorandum when information received.

12. (1) Any employer who has received information of an accident may at any time, notwithstanding the fact that no claim for compensation has been instituted in respect of such accident, present to the Commissioner a memorandum, supported by an affidavit made by himself or by any person subordinate to him having knowledge of the facts stated in the memorandum, embodying the results of any investigation or inquiry which has been made into the circumstances or cause of the accident.

(2) A memorandum presented under sub-rule (1) shall, subject to the payment of such fee as may be prescribed, be recorded by the Commissioner.

PART IV.

MEDICAL EXAMINATION.

Workman not to be required to submit to medical examination save in accordance with rules.

13. A workman who is required by sub-section (1) of section 11 to submit himself for medical examination shall be bound to do so in accordance with the rules contained in this Part and not otherwise.

Examination when workman and medical practitioner both on premises.

14. When such workman is present at the employer's premises, and the employer offers to have him examined free of charge by a qualified medical practitioner who is so present, the workman shall submit himself for examination forthwith.

Examination in other cases.

15. In cases to which rule 14 does not apply the employer may-

(a) send the medical practitioner to the place where the workman is residing for the time being in which case the workman shall submit himself for medical examination on being requested to do so by the medical practitioner, or

(b) send to the workman an offer *in* writing to have him examined free of charge by a qualified medical practitioner, in which case the workman shall submit himself for medical examination at the employer's premises or at such other place in the vicinity as is specified in such offer and at such time as is so specified.

Provided that—

(i) the time so specified shall not, save with the express consent of the workman, be between the hours of 7 p.m. and 6 a.m., and

(ii) in cases where the workman's condition renders it impossible or inadvisable that he should leave the place where he is residing for the time being, he shall not be required to submit himself for medical examination save at such place.

Restriction on number of examination.

16. A workman who is in receipt of a half-monthly payment shall not be required to submit himself for medical examination elsewhere than at the place where he is residing for the time being more than twice in the first month following the accident or more than once in any subsequent month.

Examination after suspension of right to compensation.

17. If a workman whose right *to* Compensation has been suspended under sub-section (2) or sub-section (3) of section 11 subsequently offers himself for medical examination, his examination shall take place on the employer's premises or at such other place in the vicinity as may be fixed by the employer, and at a time to be fixed by the employer not being, save with the express consent of the workman, more than 72 hours after the workman has so offered himself.

Examination of woman.

18. (1) No woman shall without her consent be medically examined by a male practitioner, save in the presence of another woman.

(2) No woman shall be required to be medically examined by a male practitioner if she deposits a sum sufficient to cover the expenses of examination by a female practitioner.

PART V.

PROCEDURE.

Introductory.

19. Save as otherwise provided in these rules, the procedure to be followed by Commissioner in the disposal of cases under the Act or these rules and by the parties in such cases shall be regulated in accordance with the rules contained in this Part.

Application.

20. (1) Any application of the nature referred to in section 22 may be sent to the Commissioner by registered post or may be presented to him or to any of his subordinates authorised by him in this behalf and, if so sent or presented, shall, unless the Commissioner otherwise directs, be made in duplicate in the appropriate Form, if any, and shall be signed by the applicant.

(2) There shall be appended to every such application a certificate, 'hich shall be signed by the applicant, to the effect that the statement of ıcts contained in the application is to the best of his knowledge and belief ccurate.

Production of documents.

21. (1) When the application for relief is based upon a document, the document shall be appended to the application.

(2) Any other document which any party desires to tender in evidence hall be produced at or before the first hearing.

(3) Any document which is not produced at or within the time specified n sub-rule (1) or (2) as the case may be shall not, without the sanction of he Commissioner, be admissible in evidence on behalf of the party who vould have produced it.

(4) Nothing in this rule applies to any document which is produced 'or the purpose cross-examining a witness or is headed to a witness to :efresh his memory.

Application presented to wrong Commissioner.

22. (1) If it appears to the Commissioner on receiving application that it should be presented to another Commissioner, he shall return it to the applicant after endorsing upon it the date of the presentation and return, the reason for returning it and designation of the Commissioner to whom it should be presented.

(2) If it appears to the Commissioner at any subsequent stage that an application should have been presented to another commissioner, he shall send the application to the Commissioner empowered to deal with it and shall inform the applicant (and the opposite party, if he has received a copy of the application under rule 26), accordingly.

(3) The Commissioner to whom an application is transferred under sub-rule (2) may continue the proceedings as if the previous proceedings or any part of them had been taken before him, if he is satified that the interests of the parties will not thereby be prejudiced.

Examination of applicant.

23. (1) On receiving an application of the nature referred to in section 22, the Commissioner may examine the applicant on oath, or may send the application to any officer authorised by the Local Government in this behalf and direct such officer to examine the applicant and his witnesses and forward the record thereof to the Commissioner.

(2) The substance of any examination made under sub-rule (1) shall be recorded in the manner provided for the recording of evidence in section 25.

Summary dismissal of application.

24. (1) The Commissioner may, after considering the application and the result of any examination of the applicant, under rule 23, summarily dismiss the application, if, for reasons to be recorded, he is of opinion that there are no sufficient grounds for proceeding thereon.

(2) The dimissal of the application under sub-rule (1) shall not of itself preclude the applicant from presenting a fresh application for the settlement of the same matter.

Preliminary inquiry into application.

25. If the application is not dismissed under rule 24, the Commissioner may, for reasons to be recorded, call upon the applicant to produce evidence in support of the application before calling upon any other part, and, if upon considering such evidence the Commissioner is of opinion that there is no case for the relief claimed, he may dismiss the application with a brief statement of his reasons for so doing.

Notice to opposite party.

26. If the Commissioner does not dismiss the application under rule 24 or rule 25, he shall send to the party from whom the applicant claims relief (hereinafter referred to as the opposite party) a copy of the application, together with a notice of the date on which he will dispose of the application, and may call upon the parties to produce upon that date any evidence which they may wish to tender.

Appearance and examination of opposite party.

27. The opposite party may, and if so required by the Commissioner, shall, at or before the first hearing or within such time as the Commissioner may permit, file a written statement dealing with the claim raised in the application, and any such written statement shall form part of the record.

(2) If the opposite party contests the claim, the Commissioner may, and, if no written statement has been filed, shall proceed to examine him upon the claim, and shall reduce the result of examination to writing.

Framing of issues.

28. (1) After considering any written statement and the result of any examination of the parties, the Commissioner shall ascertain upon that material propositions of fact or of law the parties are at variance and shall thereupon proceed to frame and record the issues upon which the right decision of the case appears to him to depend.

(2) In recording the issues, the Commissioner shall distinguish between those issues which in his opinion concern points of facts and these which concern points of law.

Power to postpone trial of issues of fact where issue of law arise.

29. When issues both of law and of fact arise in the same case, and the Commissioner is of opinion that the case may be disposed of on the issues of law only, he may try those issues first, and for that purpose may, if he thinks fit, postpone the settlement of the issues of fact until after the issues of law have been determined.

Diary.

30. The Commissioner shall maintain under his hand a brief diary of the proceedins on an application.

Reasons for postponement to be recorded.

31. If the Commissioner finds it impossible to dispose of an application at one hearing he shall record the reasons which necessitate a postponement.

Judgment.

32. (1) The Commissioner, in passing orders, shall record concisely a judgment of his finding on each of the issues framed and his reasons for such finding.

(2) The Commissioner, at the time of signing and dating his judgment, shall pronounce his decision, and thereafter no addition or alteration shall be made to the judgment other than the correction of a clerical or arithmetical mistake arising from any accidental slip or omission.

Summoning of witnesses.

33. If an application is presented by any party to the proceedings for the citation of witnesses, the Commissioner shall on payment of the prescribed expenses and fees, issue summons for the appearance of such witnesses, unless he considers that their appearance is not necessary for the just dicision of the case.

Exemption from payment of costs.

34. If the Commissioner is satisfied that the applicant is unable, by reason of poverty, to pay the prescribed fees, he may remit any or all of such fees. If the case is decided in favour of the applicant, the prescribed fees which, has they not been remitted, would have been due to be paid, may be added to the costs of the case and recovered in such manner as the Commissioner in his order regarding costs may direct.

Right of entry for local inspections.

35. A Commissioner before whom any proceeding relating to an injury by accident is pending may at any time enter the place where the workman was injured, or where the workman ordinarily performed his work, for the purpose of making a local inspection or examining any person likely to be able to give information relevant to the proceedings; provided that the Commissioner shall not enter any premises of any industrial establishment except during the ordinary working hours of that establishment, save with the permission of the employer or of some person directly responsible to him for the management of the establishment.

Procedure in connection with local inspection.

36. (1) If the Commissioner proposes to conduct a local inspection with a view to examining on the spot the circumstances in which an accident took place, he shall give the parties or their representatives notice of his intention to conduct such inspection, unless in his opinion the urgency of the case renders the giving of such notice impracticable.

(2) Such notice may be given orally or in writing, and, in the case of an employer, may be given to any person upon whom notice of a claim can be served under sub-section (2) of section 10, or the representative of any such person.

(3) Any party, or the representative of any party, may accompany the Commissioner at a local inspection.

(4) The Commissioner, after making a local inspection, shall note briefly in a memorandum any facts observed, and shall show the memorandum to any party who desires to see the same, and on payment of the prescribed fee shall supply any party with a copy thereof.

(5) The memorandum shall form part of the record.

Power of summary examination

37. (1) The Commissioner during a local inspection or at any other time, save at a formal hearing of a case pending before him, may examine summarily any person likely to be able to give information relative to such case, whether such person has been or is to be called as a witness in the case or not, and whether any or all of the parties are present or not.

(2) No oath shall be administered to a person examined under sub-rule (1).

(3) Statements made by persons examined under sub-rule (1), if reduced to writing, shall not be signed by the person making the statement, nor shall they except as hereinafter provided, be incorporated in the record or utilised by the Commissioner for the purpose of arriving at a decision in the case.

(4) If a witness who has been examined under sub-rule (1) makes in evidence any material statement contradicting any statement made by him in such examination and reduced to writing, the Commissioner may call his attention to such statement, and shall in that case direct that the parties be furnished with the relevant part of such statement for the purpose of examining or cross-examining the witness.

(5) Any statement or part of a statement which is furnished to the parties under sub-rule (4) shall be incorporated in the record.

(6) Where a case is settled by agreement between the parties, the Commissioner may incorporate in the record any statement made under sub-rule (1) and may utilise such statement for the purpose of justifying his acceptance of, or refusal to accept, the agreement reached.

Agreement to abide by Commissioner's decision.

38. (1) If a party states in writing his willingness to abide by the decision of the Commissioner, the Commissioner shall inquire whether the other party is willing to abide by his decision.

(2) If the other party agrees to abide by the Commissioner's decision, the fact of his agreement shall be recorded in writing and signed by him.

(3) If the other party does not agree to abide by the Commissioner's decision, the first party shall not remain under an obligation so to abide.

Produre where indemnity claimed under section 12 (2)

39. (1) Where the opposite party claims that if compensation is recovered against him he will be entitled under sub-section (2) of section 12 to be indemnified by a person not being a party to the case, he shall, when first called upon to answer the application present a notice of such claim to the Commissioner accompanied by the prescribed fee, and the Commissioner shall thereupon issue notice to such person in Form J.

(2) If any person served with a notice under sub-section (1) desires to contest the applicant's claim for compensation or the opposite party's claim to be indemnified, he shall appear before the Commissioner, on the date fixed for the hearing of the case or on any date to which the case may be adjourned and, if he so appears, shall have all the rights of a party to the proceedings; in default of so appearing he shall be deemed to admit the validity of any award made against the opposite party and to admit his own liability to indemnity the opposite party for any compensation recovered from him;

Provided that, if any person so served appears subsequently and satisfies the Commissioner that he was prevented by any sufficient cause from appearing, the Commissioner shall, after giving notice to the aforesaid opposite party, hear such person, and may set aside or vary any award made against such person under this rule upon such terms as may be just.

(3) If any person served with a notice under sub-rule (1) whether or not he desires to contest the applicants's claim for compensation or the opposite party's claim to be indemnified, claims that being a contractor he is himself a principal and is entitled to be indemnified by a person standing to him in the relation of a contractor from whom the workman could have recovered compensation he shall on or before the date fixed in the notice under sub-rule (1) present a notice of such claim to the Commissioner accompanied by the prescribed fee and the Commissioner shall thereupon issue notice to such person in Form JJ,

(4) If any person served with a notice under sub-rule (3) desires to contest the applicant's claim for compensation, or the claim under sub-rule (3) to be indemnified he shall appear before the Commissioner on the date fixed in the notice in Form JJ or on any date to which the case may be adjourned, and, if he so appears, shall have all the rights of a party to the proceedings; in default of so appearing he shall be deemed to admit the validity of any award made against the original opposite party or the person served with a notice under sub-rule (1) and to admit his own liability to indemnify the party against whom such award is made for any compensation recovered from him; Provided that, if any person so served appears subsequently and satisfied the Commissioner that he was prevented by any sufficient cause from appearing, the Commissioner shall, after giving notice to all parties on the record, hear such person, and may set aside or vary any award made against such person under this rule upon such terms as may be just.

(5) In any proceeding in which a notice has been served on any person under sub-sule (1) or sub-rule (3) the Commissioner shall, if he awards Compensation, record in his judgment a finding in respect of each of such persons whether he is or is not liable to indemnify any of the opposite parties, and shall specify the party, if any, whom he is liable to indemnify.

Procedure in connected cases.

40. (1) Where two or more cases pending before a Commissioner arise out of the same accident, and any issue involved is common to two or more such cases, such cases may, so far as the evidence bearing on such issue is concerned, be heard simultaneously.

(2) Where action is taken under sub-rule (1) the evidence bearing on the common issue or issues shall be recorded on the record of one case, and the Commissioner shall certify under his hand on the record of any such other case, the extent to which the evidence so recorded applies to such other case, and the fact that the parties to such other case had the opportunity of being present, and, if they were present, of cross-examining the witnesses.

Certain Provisions of code of Civil Procedure, 1908, to apply.

41. Save as otherwise expressly provided in the Act or these rules, the following provisions of the First Schedule to the Code of Civil Procedure, 1908, namely, those contained in Order V, rules 9 to 13 and 15 to 30; Order IX; Order XIII, rules 3 to 10; Order XVI, rules 2 to 21 Order XVII; Order XXIII, rules 1 and 2, Order XXVI rules 4 and 15 to 18 shall apply to proceedings before the Commissioners, in so far as they may be applicable thereto:

Provided that—

(a) for the purpose of facilitating the application of the said provisions the Commissioner may construe them with such alterations not affecting the substance as may be necessary or proper to adapt them to the matter before him;

(b) the Commissioner may, for sufficient reasons proceed otherwise, than in accordance with the said provisions, if he is satisfied that the interests of the parties will not thereby be prejudiced.

Provisions regarding Signature of forms.

42. Any form, other than a receipt for compensation, which is by these rules required to be signed by a Commissioner may be signed under his direction and on his behalf by any officer subordinate to him appointed by him in writing for this purpose.

Apportionment of compensation among dependants.

43. The Provisions of this Part, except those contained in rules 26, 27 and 39 shall, as far as may be, apply in the case of any proceedings relating to the apportionment of compensation among dependants of a deceased workman.

PART VI.

TRANSFER.

Transfer for report.

44. (1) A Commissioner transferring any matter to another Commissioner for report in accordance with sub-section (2) of section 21 shall, along with the documents referred to in that sub-section, transmit to such other Commissioner a concise statement, in the form of questions for answer, of the matter on which report is required.

(2) A Commissioner to whom a case is so transferred for report shall not be required to report on any question of law.

Transmission of money.

45. Money transmitted by one Commissioner to another in accordance with sub-section (2) of section 21 shall be transmitted either by remittance transfer receipt, or by money order, or by messenger, as the Commissioner transmitting the money may direct.

PART VII.

APPOINTMENT OF REPRESENTATIVES.

When representative must be appointed.

46. Where any party to a proceeding is under the age of 15 years or is unable to make an appearance, the Commissioner shall appoint some suitable person, who consents to the appointment, to represent such party for the purposes of the proceeding.

When new representative to be appointed.

47. If the Commissioner considers that the interest of any party for whom a representative has been appointed under rule 46 are not being adequately protected by that representative or if a person appointed to act as representative dies or becomes incapable of acting, or otherwise ceases to act as such, the Commissioner shall appoint in his place another person who consents to the appointment.

PART VIII.

RECORD OF MEMORANDA OF AGREEMENT.

Form of memorandum.

48. Memoranda of agreement sent to the Commissioner under sub-section (1) of section 28 shall unless the Commissioner otherwise directs be in duplicate, and shall be in as close conformity as the circumstances of the case admit with Form K or Form L or Form M as the case may be.

Procedure where commissioner does not consider that he should refuse to record memorandum.

49. (1) On receiving a memorandum of agreement, the Commissioner shall, unless he considers that there are grounds for refusing to record the memorandum fix a date for recording the same, and shall issue a notice in writing in Form N to the parties concerned that in default of objections he proposes to record the memorandum on the date so fixed :

Provided that the notice may be communicated orally to any parties who are present at the time when notice in writing would otherwise issue.

(2) On the date so fixed, the Commissioner shall record the memorandum unless, after hearing any of the parties who appear and desire to be heard, he considers that it ought not to be recorded :

Provided that the issue of a notice under sub-rule (1) shall not be deemed to prevent the Commissioner from refusing to record the memorandum on the date so fixed even if no objection be made by any party concerned.

(3) In on such date the Commissioner decides that the memorandum ought not to be recorded, he shall inform the parties present of his decision and of the reasons therefor, and, if any party desiring the memorandum to be recorded is not present, he shall send information to that party in Form O.

Procedure where Commissioner considers he should refuse to record memorandum.

50. (1) If, on receiving a memorandum of aggreement, the Commissioner considers that there are grounds for refusing to record the same, he shall fix a date for hearing the party or parties desiring the memorandum to be recorded, and shall inform such party or parties and, if he thinks fit, any other party concerned, of the date so fixed and of the grounds on which he considers that the memorandum should not be recorded.

(2) If the parties to be informed are not present, a written notice shall be sent to them in Form P or Form Q, as the case may be, and the date fixed in such notice shall be not less than seven days after the date of the issue of the same.

(3) If, on the date fixed under sub-rule (1) the party or parties desiring the memorandum to be recorded show adequate cause for proceeding to the record of the same, the Commissioner may, if information has already been given to all the parties concerned, record the agreement. If information has not been given to all such parties, he shall proceed in accordance with rule 49.

(4) If, on the date, so fixed, the Commissioner refuses to record the memorandum, he shall send notice in Form O to any party who did not receive information under sub-rule (1).

Procedure on refusal to record memorandum.

51. (1) If in any case the Commissioner refuses to record a memorandum of agreement, he shall briefly record his reasons for such refusal.

(2) If the Commissioner refuses to record a memorandum of agreement, he shall not pass any order directing the payment of any sum or amount over and above the sum specified in the agreement, unless opportunity has been given to the party liable to pay such sum to show cause why it should not be paid.

(3) Where the agreement is for the redemption of half-monthly payments by the payment of a lump sum, and the Commissioner considers that the memorandum of agreement should not be recorded by reason of

the inadequacy of the amount of such sum as fixed in the agreement, he shall record his estimate of the probable duration of the disablement of the workman.

Registration of memorandum accepted for record.

52. In recording a memorandum of agreement, the Commissioner shall cause the same to be entered in a register in Form R and shall cause an endorsement to be entered under his signature on a copy of the memorandum to be retained by him in the following terms, namely :—

"This memorandum of agreement bearing Serial No. of 19 in the register has been recorded this day of

(Signature)

Commissioner.

FORM A

(See rule 6(1))

Deposit of Compensation for Fatal Accident

(Section 8(1) of the workmen's Compensation Act, 1923)

Compensation amounting to Rs. is hereby presented for deposit in respect of injuries resulting in the death of the Workman, whose particulars are given below, which occurred on,

Name.

Father's name.

(Husband's name in case of married woman and widow).

Caste.

Local address.

Permanent address.

His/Her monthly wages are estimated at Rs, He/She was over/under the age of 15 years at the time of his/her death.

2. The said workman had, prior to the date of his/her death received the following payment, namely :—

Rs......................on....................Rs..................on.................

Rs......................on....................Rs..................on.................

Rs......................on.................. . Rs..................on.................

amounting in all to Rs....................

3. An advance of Rs...........has been made on account of compensation to.................being his/her dependant.

4. *I do not desire to be made a party to the proceedings for distribution of the aforesaid compensation.

Dated...........19 . ...

Employer.

FORM—AA

(See rule 6(1) I)

DEPOSIT OF COMPENSATION FOR NON-FATAL ACCIDENT TO A WOMAN OR PERSON UNDER LEGAL DISABILITY

(Section 8(1) of the Workmen's Compensation Act, 1923)

Compensation amounting to Rs..........................is hereby presented for deposit in respect of injuries sustained by ....residing at............................on.......................... 19 . *resulting in the loss* of / temporary disablement. His/Her monthly wages are estimated at Rs...............................He/She was over/under the age of 15 years at the time of the accident.

2. The said injured workman has prior to the date of the deposit received the following half-monthly payments, namely :—

Rs......................on...................... Rs .... on ....

Rs......................on...................... Rs .... on ....

Rs......................on...................... Rs .... on ....

Dated....................19 .

Employer.

FORM—B

(See rule 6)

Receipt for Compensation

(Deposited under section 8(1) of the Workmen's Compensation Act, 1923)

Book No. Receipt No. Register No.

Depositer.

Deceased or injured workman :

Date of deposit : ....19.............. ....19........

Sum deposited Rs. :

Commissioner.

* An employer desiring to be made a party to the proceedings should strike out the words "do not"

FORM—C

(See rule 6)

STATEMEMT OF DISBURSEMENTS

(Section 8(4) of the Workmen's Compensation Act, 1923)

Serial No :

Depositor :

Date Rs.

Amount deposited.

Amount deducted and repaid to the employer under the proviso to section 8 (1).

Funeral expenses paid.

Compensation paid to the following dependents :

Name. Relationship.

Total :

Dated..................19 .

Commissioner.

FORM—D

(See rule 9)

Deposit of Compensation for Non-Fatal Accidents, other than to a woman or person under Legal Disability.

(Section 8 (2) of the Workmen's Compensation Act, 1923)

Compensation amounting to Rs........................is hereby presented for deposit in respect of permanent/temporary injuries sustained by residing at which occurred on 19 .

Dated 19 .

Employer.

FORM—E

(See rule 9)

RECEIPT FOR COMPENSATION

(Deposited under section 8(2) of the Workmen's Compensation Act, 1923)

Book No. Receipt No. Register No.

Depositor :

In favour of :

Date of deposit : ....19...............19 ....19.........

Sum deposited Rs. :

Commissioner.

FORM—EE

(See rule 11)

REPORT OF FATAL ACCIDENTS

To

....

Sir,

I have the honour to submit the following report of an accident which occurred on (date), at *(here enter details of premises)* and which resulted in the death of the workman / workmen of whom particulars are given in the statement annexed.

2. The circumstances attending the death of the workman / workmen were as under :

(a) Time of the accident :

(b) Place where the accident occurred :

(c) Manner in which deceased was/were employed at the time :

(d) Cause of the accident :

(e) Any other relevant particulars.

I have, etc.

Signature and designation of person making the report.

STATEMENT

Name.	*Sex*	*Age*	*Nature of Employment.*	*Full Postal address.*

FORM—F

(See rule 20)

Application for Compensation by Workmen

To the Commissioner for Workman's Compensation

residing at : applicant.

versus

residing at : opposite party.

It is hereby submitted that—

(1) the applicant, a workman employed by (a contractor with) the opposite party on the day of 19 . received personal injury by accident arising out of and in the course of his employment.

The cause of the injury was (here insert briefly in ordinary language the cause of the injury)

(2) the applicant sustained the following injuries, namely:-

(3) the monthly wages of the applicant amount to Rs....... the applicant is over/under the age of 15 years.

*(4) (a) Notice of the accident was served on the day of.

(b) Notice was served as soon as practicable.

(c) Notice of the accident was not served (in due time) by reason of.

(5) the applicant is accordingly entitled to receive—

(a) half monthly payment of Rs...........................from....the day of.................19 . to..............

(b) a lump sum payment of Rs.........

(6) the applicant has taken the following steps to secure a settlement by agreement, namely
but it has proved impossible to settle the questions in dispute because

*You are therefore requested to determine the following questions in dispute, namely:—

* Strike out the clauses which are not applicable.

(a) whether the applicant is a workman within the meaning of the Act:

(b) whether the accident arose out of or in the course of the applicant's employment:

(c) whether the amount of compensations claimed is due, or any part of that amount:

(d) whether the opposite party is liable to pay such compensation as in due:

(e) etc., (as required.)

Dated 19 . Applicant.

FORM—G

(See rule 20)

Application for Order to Deposit Compensation

To

The Commissioner for workmen's Compensation,

residing at
applicant.

versus

residing at
opposite party.

It is hereby submitted that—

(1) , a workman employed by (a contractor with) the opposite party on the day of 19 . received personal injury by accident arising out of and in the course of his employment resulting in his death on the day of 19 . The cause of the injury was (here insert briefly in ordinary language the cause of the injury)..........

(2) The applicant(s) is/are dependant(s) of the deceased workman being his.........

(3) The monthly wages of the deceased amount to Rs...........
The deceased was over/under the age of 15 years at the same time of his death.

*(4) (a) Notice of the accident was served on the day of

(b) Notice was served as soon as practicable

* Strike out the clauses which are not applicable.

(c) Notice of the accident was not served (in due time) by reason of.........

(5) The deceased before his death received as compensation the total sum of Rs..........

The applicant(s) is/are accordingly entitled to receive a lump sum payment of Rs.........

You are therefore requested to award to the applicant the said compensation or any other compensation to which he may be entitled.

Dated 19 . Applicant.

FORM—H

(See rule 20)

APPLICATION FOR COMMUTATION

(Under section 7 of the Workmen's Compensation Act, 1923)

To

The Commissioner for Workmen's Compensation,

residing at
, applicant,.........

versus

residing at
opposite party.

It is hereby submitted that—

(1) The applicant/opposite party has been in receipt of half-monthly payments from to in respect of temporary disablement by accident arising out of and in the course of his employment.

(2) The applicant is desirous that the right to receive half-monthly payments should be deemed.

(3) (a) The opposite party is unwilling to agree to the redemption of the right to receive half-monthly payments.

(b) The parties have been unable to agree regarding the sum for which the right to receive half-monthly payments should be redeemed.

You are therefore requested to pass orders :—

(a) directing that the right to receive half-monthly payments should be redeemed.

(b) fixing a sum for the redemption of the right to receive half-monthly payments.

Dated 19 . Applicant

FORM J

(See rule 39)

NOTICE

Whereas a claim for compensation has been made by applicant, against and the said has claimed that you are liable under section 12(2) of the workmen's Compensation Act, 1923, to indemnify him against any compensation which he may be liable to pay in respect of the aforesaid claim you are hereby informed that you may appear before me on and contest the claim for compensation made by the said applicant or the claim for indemnify made by the opposite party. In default of your appearance you will be deemed to admit the validity of any award made against the opposite party and of our liability to indemnify the opposite party for any compensation recovered from him.

Dated 19 . Commissioner

FORM JJ

(See rule 39)

NOTICE

Whereas a claim for compensation has been made by...applicant, against and the said has claimed that is liable under section 12(2) of the workmen's compensation Act, 1923, to indemnify him against any compensation which he may be liable to pay in respect of the aforesaid claim; and whereas the said on notice served has claimed that you stand to him in the relation of a contractor from whom the applicant cquld have recovered compensation, you are hereby informed that you may appear before me on and contest the claim for compensation made by the said applicant or the claim for indemnity made by the opposite party. In default of your appearance you will be deemed to admit the validity of any award made against the opposite party...and your liability to indemnify the opposite party...............
for any compensation recovered from him.

Dated 19. Commissioner

FORM K.

(See rule 48)

Memorandum of Agreement.

It is hereby submitted that on the day of 19 personal injury was caused to residing at by accident arising out of and in the course employment in . The said injury has resulted in temporary disablement to the said workman whereby it is estimated that he will be prevented from earning more than of his previous/any wage for a period months. The said workman has been in receipt of half-monthly payments which have continued from the day of 19 until the day of 19 amounting to Rs. in all. The said workman's monthly wages are estimated at Rs. . The workman is over the age of 15 years/will reach the age of 15 years on .

It is further submitted that .... the employer of the said workman, has agreed to pay, and the said workman has agreed to accept the sum of Rs. in full settlement of all and every claim under the workmen's Compensation Act, in 1923 in respect of all disablement of a temporary nature arising out of the said accident, whether now or hereafter to become manifest. It is therefore requested that this memorandum be duly recorded.

Dated 19 .

Signature of employer :

Witness :

Signature of workmen :

Witness :

(Note :—An application to register an agreement can be presented under the signature of one party, provided that the other party has agreed to the terms. But both signatures should be appended, whenever possible).

Receipt (to be filled in when the money has actually been paid).

In accordance with the above agreement, I have this day received the sum of Rs. ....

Dated 19 . | | Workman.

The money has been paid and this receipt signed in my presence.

Witness.

FORM L.

(See rule 48.)

Memorandum of Agreement.

It is hereby submitted that on the day of 19 , personal injury was caused to residing at , by accident

Note :—This form may be varied to suit special cases, e.g. injury by occupational disease agreement when workman under legal disability, etc.

arising out of and in the course of his employment is . The said injury has resulted in permanent disablement to the said workman of the following nature, namely: The said workman's monthly wages are estimated at Rs. . The workman is over the age of 15 years/will reach the age of 15 years on . The said workman has, prior to the date of this agreement, received the following payments, namely :—

Rs.	on	Rs.	on
Rs.	on	Rs.	on
Rs.	on	Rs.	on

It is further submitted that , the employer of the said workman, has agreed to pay, and the said workman has agreed to accept the sum of Rs. ....in full settlement of all and every claim under the workmen's Compensation Act, 1923 in respect of the disablement stated above and all disablement now manifest. It is therefore requested that this memorandum be duly recorded.

Dated 19 .

Signature of employer

Witness

Signature of workman

Witness

Receipt (to be filled in when the money has actually been paid).

In accordance with the above agreement, I have this day received the sum of Rs. .

Dated 19 . | | Workman.

The money has been paid and this receipt signed in my presence.

Witness.

FORM M.

(See rule 48.)

Memorandum of Agreement.

It is further submitted that the .... day of ....19...... Personnel injury was caused to .... , residing at........................ by accident arising out of and in the course of employment .... The said injury has resulted

Note :—An application to register an agreement can be presented under the signature of one party, provided that the other party has agreed to the terms. But both signatures should be appended, whenever possible.

Note :—This form may be varied to suit special cases, e.g., injury by occupational disease, agreement when workman is under legal disability, etc.

in temporary disablement to the said workman, who is at present in receipt of wages amounting to Rs. .... per month/no wages. The said workman's monthly wages prior to the accident are estimated at Rs. . The workman is subject to a legal disability by reason of

It is further submitted that .... the employer of the workman has agreed to pay and.................on behalf of the said workman has agreed to accept half-monthly payments at the rate of Rs. .... for the period of the said temporary disablement. The agreement is subject to the condition that the amount of the half-monthly payments may be varied in accordance with the provisions of the said Act on account of and alteration in the earnings of the said workman during disablement. It is further stipulated that all rights of commutation under section 7 of the said Act are unaffected by this agreement. It is therefore requested that this memorandum be duly recorded.

Dated.................19 .

Signature of employer :
Witness :
Signature of workman :
Witness :

Receipt (to be filled in when the money has actually been paid).

In accordance with the above agreement, I have this day received the sum of Rs...................................

Dated 19 . Workman.

The money has been paid and this receipt signed in my presence.

Witness.

FORM N.

(See rule 49.)

Whereas an agreement to pay compensation is said to have been reached between................................and .... and whereas.......................has/have applied for registration of the agreement under section 28 of the Workmen's Compensation Act, 1923, notice is hereby given that the said agreement will be taken into consideration on.................19......, and that any objections to the registration of the said agreement should be made on that date. In the absence of valid objections, it is my intention to proceed to the registration of the agreement.

Dated.................19...... Commissioner.

(Note :—An application to register an agreement can be presented under the signature of one party, provided that the other party has agreed to the terms. But both signatures should be appended, whenever possible).

Note :—This form may be varied to suit special cases, e.g. injury by occupational disease, etc.

FORM O.

(See rules 49 & 50.)

Take notice that registration of the agreement to pay compensation said to have been reached between you....................and.................... on the ....19...... has been refused for following reasons, namely :—

Dated.................19 . Commissioner.

FORM P.

(See rule 50.)

Whereas agreement to pay compensation is said to have been reached between and and whereas has/have applied for registration of the agreement under section 28 of the Workmen's Compensation Act, 1923, and whereas it appears to me that the said agreement ought not to be registered for the following reasons, namely :—

an opportunity will be afforded to you of showing cause on 19 . why the said agreement should be registered. If no adequate cause is shown on that date, registration of the agreement will be refused.

Dated 19 . Commissioner.

FORM Q.

(See rule 50.)

Whereas an agreement to pay compensation is said to have been reached between and and whereas has/have applied for registration of the agreement under section 28 of the Workmen's Compensation Act, 1923, and whereas it appears to me that the said agreement ought not to be registered for the following reasons, namely :—

an opportunity will be afforded to the said of showing cause on 19 , why the said agreement should be registered. Any representation which you have to make with regard to the said agreement should be made on that date. If adequate cause is then shown, the agreement may be registered.

Dated 19 . Commissioner.

FORM R.

(See rule 52.)

Register of agreements for the year 19 .

Serial No.	Date of agreement.	Date of registration.	Employer.	Workman.	Initials of Commissioner.	Reference to orders rectifying the register.
(1)	(2)	(3)	(4)	(5)	(6)	(7)

THE WORKMEN'S COMPENSATION (TRANSFER OF MONEY) RULES, 1935.

(Government of India, Department of Industries and Labour, Notification No. L. 3033, dated the 13th March 1935, as subsequently amended up to 1st July 1938.)

No. L. 3033.—In exercise of the powers conferred by section 35 of the Workmen's Compensation Act, 1923 (VIII of 1923), the Governor General in Council is pleased to make the following rules for the transfer to any part of His Majesty's Dominions or to any other country of money paid to a Commissioner under the Act for the benefit of any person residing or about to reside in such part of country and for the receipt and administration in British India of any money awarded under the law relating to workmen's compensation in any part of His Majesty's Dominions or in any other country, and applicable for the benefit of any person residing or about to reside in British India.

RULES.

Part I. General.

1. (1) These rules may be called the Workmen's Compensation (Transfer of Money) Rules, 1935.

(2) They extend to the whole of India except the State of Jammu and Kashmir.

2. In these rules, unless there is anything repugnant in the subject or context,—

(*a*) "*the Act*" means the Workmen's Compensation Act, 1923.

(*b*) "*Authorised Officer*" means any officer whom the State Government may designate either generally or in respect of any area or class of cases, for the purpose of performing the functions assigned by these rules to the authorised officer.

(*bb*) India in these rules does not include *the State of Jammu and Kashmir.

(*c*) "*transferring authority*" means any authority in any part of His Majesty's Dominions or in any other country who transfers or causes to be transferred any lump sum awarded under the law relating to workmen's compensation in such part or country and applicable for the benefit of any person residing or about to reside in India.

3. When any sum is transmitted by any authority in India to any other authority in accordance with these rules, the costs of such transmission may be deducted from the sum so transmitted.

4. Money transmitted by any authority in India to any other authority in India in accordance with these rules, shall be transmitted by remittance transfer receipt or by money order.

*"Part B States" by Notification No. S. R. O. 1398 Dated the 5th August 1952.

PART II—Transfer of money paid to a Commissioner for the benefit any person residing or about to reside in another country.

5. When the whole or any part of a lump sum deposited with a Commissioner for payment as compensation under the Act is payable to any person or persons residing or about to reside in any other country, the Commissioner may order the transfer to that country of the sums so payable.

6. When the Commissioner has ordered the transfer of any sum under rule 5, he shall cause to be prepared and shall certify under his hand a memorandum containing a brief statement of the facts of the case, or the order passed upon it, and of the name and address of such person to whom payment is to be made.

7. If the Commissioner is not himself the authorised officer he shall forward the memorandum in duplicate to the authorised officer and may either remit the sum to be transferred to the authorised officer or retain it and dispose of it in accordance with the directions of the authorised officer. If the Commissioner is himself the authorised officer, he shall proceed as provided in the rule 8.

8. The authorised officer, after satisfying himself that the memorandum is complete, shall forward it, and remit or cause to be remitted the sum to which it relates by such means of safe transmission as he may consider convenient to the authority appointed in this behalf for the country to which the sum is to be transferred, or if no such authority has been appointed, to such authority as the State Goverment may by general or special order direct, and shall at the same time request the authority addressed—

(a) to arrange for payment to be made in accordance with the directions contained in the memorandum; and

(b) to furnish him with a report of the action taken upon the memorandum and return any sum the payment of which is for any reason impossible.

9. (1) The authorised officer shall, if he is not the Commissioner with whom the matter orginated, forward to such Commissioner a copy of any report received in response to a request made under rule 8.

(2) Any sum returned in accordance with rule 8 shall be disposed of in accordance with the Act.

PART III—Receipt and administration in India of any money awarded under the law relating to workmen's compensation in another country.

10. (1) The authorised officer shall be the proper authority to receive moneys from transferring authorities.

(2) If any Commissioner or other Government servant, not being the authorised officer, receives any sum from a transferring authority he shall

either forward such sum, together with any papers relating thereto, to the authorised officer for disposal or obtain the instructions of the authorised officer as to the disposal of the sum and papers and act in accordance with his instructions:

11. The authorised officer may himself dispose of any sum or part of any sum which he receives or of which he assumes control under *rule 10* or may send it or any part of it for disposal to such Commissioner or Commissioners as he considers proper:

12. All sums received from a transferring authority shall be disposed of as far as possible in accordance with the provisions of the Act and the Workmen's Compensation Rules, 1924.

Provided that the directions, if any, received from the transferring authority as to the manner in which the sum should be administered shall be complied with.

13. (1) The authorised officer shall forward to the transferring authority a report showing how the sum received from him has been disposed of.

(2) Any Commissioner, not being the authorised officer, who has disposed of any part of the sum, shall make a report in duplicate as to the disposal of that part to the authorised officer, and, if the sum was received by him from another such Commissioner acting in accordance with Section 21 of the Act, shall forward his report through that Commissioner,

14. Any part of the sum received from the transferring authority which shall have remained undisbursed after the completion of the proceedings shall be returned to the transferring authority by, or under the direction of, the authorised officer.

THE WORKMEN'S COMPENSATION (TRANSFER OF MONEY, BURMA) RULES, 1938.

(Government of India, Department of Labour, Notification No. L. 3033, dated 19th February 1938).

In exercise of the power conferred by section 35 of the Workmen's Compensation Act, 1923 (VIII) of 1923, the Central Government is pleased to make the following rules for the transfer to Burma of money deposited with a Commissioner under the Act, which has been awarded to or may be due to any person residing or about to reside in Burma, and for the receipt, distribution and administration in British India of any money deposited under the law relating to Workmen's Compensation in Burma, which has been awarded to or may be due to any person residing or about to reside in British India, namely :—

RULES

PART I—INTRODUCTORY

1. (1) These rules may be called the Workmen's Compensation (transfer of Money, Burma) Rules, 1938.

(2) They extend to the whole of India except the State of Jammu and Kashmir.

(3) The Workmen's Compensation (Transfer of money) Rules, 1935, shall cease to be applicable to transfers of money from India to Burma or from Burma to India.

2. In these rules, unless there is anything repugnant in the subject of context—

(a) "*authorised officer*" means an authorised officer appointed by the State Government under the Workmen's Compensation (Transfer of Money) Rules, 1935.

(b) "*section*" means a section of the Workmen's Compensation Act, 1923 (VIII of 1923.)

(c) "*transferring authority*" means the authority in Burma who transfers or causes to be transferred any lump sum deposited under the law relating to Workmen's Compensation in Burma as Compensation awarded to or due to any person residing or about to reside in India.

3. When any sum is transmitted by an authority in India to any other authority in accordance with these rules, the costs of such transmission may be deducted from the sum so transmitted.

PART II—Transfers to Burma : Fatal accidents.

4. When compensation has been deposited with a Commissioner in respect of a workman, whose injury has resulted in death, and it appears to the Commissioner after proceeding under sub-section (4) of section 8, that all person with a *prima facie* claim to payment as dependants are residing or are about to reside in Burma, he shall cause a notice to be sent to the employer concerned, asking him to state whether he consents to the transfer of the sum so deposited to Burma before the Commissioner has passed order determining its distribution and apportionment in accordance with the provisions of the Act.

5. Where the consent of the employer to such transfer is withheld, the Commissioner shall proceed in accordance with sub.section (5) of *section* 8 and, thereafter, may dispose of the sum in accordance with rules, 11, 12 and 13.

6. Where the employer has communicated his consent such transfer, the Commissioner may order the transfer of the sum to Burma.

7. When the Commissioner has ordered the transfer of any sum under rule 6, he shall cause to be, prepared and shall certify under his hand a memorandum containing a brief statement of the facts of the case, of the orders passed upon it and of the names and addresses of any persons who appear to him to have a *Prima Facie* claim to payment as dependants.

8. If the Commissioner is not himself the authorised officer, he shall forward the memorandum in duplicate to the authorised officer, but shall

retain the sum to which it relates until he receives the directions of the authorised officer. If the Commissioner is himself the authorised officer he shall proceed as provided in rule 9.

9. The authorised officer, after satisfying himself that the memorandum is complete, shall forward it, and in cases where this is necessary direct the Commissioner to forward the sum to which it relates by remittance transfer receipt, or, if the amount involved is less than Rs. 25, by money order, to the apporpriate authority appointed in this behalf in Burma and shall at the same time request the authority addressed,

(a) to arrange for distribution and administration of the sum remitted; and.

(b) to furnish him with a 'report of the action taken upon the memorandum and return any sum the payment of which is for any reason impossible.

10. (1) The authorised officer shall, if he is not the Commissioner with whom the matter originated, forward to such Commissioner a copy of any report received in response to a request made under rule 9.

(2) Any sum returned in accordance with rule 9 shall be disposed of in accordance with the Act.

PART III—TRANSFER TO BURMA: NON-FATAL ACCIDENTS

11. When compensation has been deposited with a Commissioner in cases other than those mentioned in rule 4, and the whole or any part of it is payable to a person residing or about to reside in Burma, the commissioner may order the tranfer to that country of the whole or any part of the sum so payable.

12. When the Commissioner has ordered the transfer of any sum under rule 11, he shall cause to be prepared and shall certify under his hand a memorandum containing a brief statement of the facts of the case, of the orders passed upon it and of the name and address of each person to whom payment is to be made.

13. If the Commissioner is not himself the authorised officer he shall forward the memorandum in duplicate to the authorised officer, but shall retain the sum to which it relates until he receives the directions of the authorised officer. If the Commissioner is himself the authorised officer, he shall proceed as provided in the rule next following and rule 10.

14. The authorised officer after satisfying himself that the memorandum is complete, shall forward it, and direct the Commissioner to forward the sum to which it relates by remittance transfer receipt, or, if the amount involved is less than Rs. 25, by money order, to the appropriate authority appointed in this behalf in Burma and shall at the same time request the authority addressed:—

(a) to arrange for payment to be made in accordance with the direction contained in the memorandum; and

(b) to furnish him with a report of the action taken upon the memorandum and return any sum the payment of which is for any reason impossible.

PART IV—TRANSFERS FROM BURMA

15. (1) The authorised officer shall be the proper authority to receive moneys from the transferring authority.

(2) If any Commissioner or other Government servant, not being the authorised officer, receives any sum from the transferring authority, he shall either forward such sum, together with any papers relating thereto, to the authorised officer for disposal or obtain the instructions of the authorised officer as to the disposal of the sum and papers and act in accordance with his instructions.

16. If the money received has been awarded to be paid to a specified person or persons, the authorised officer may himself dispose of such sums, or part of such sums, which he receives or of which he assumes control under rule 15 or may send it, or any part of it, in accordance with rule 21 for disposal to such Commissioner or Commissioners as he considers proper.

17. If the transferring authority requests that proceedings for distribution should be conducted, the authorised officer shall, if he is not himself the Commissioner, send the sum with any connected documents to such Commissioner or Commissioners as he considers proper for distribution and disposal.

18. All sums received from the transferring authority shall be disposed of, and all proceedings conducted, as far as possible, in accordance with the provisions of the Workmen's Compensation Act, 1923, and the rules made under the said Act for the area where the Commissioner exercises jurisdiction, provided that the directions, if any, received from the transferring authority as to the manner in which the sum should be administered shall be complied with.

19. (1) The authorised officer shall forward to the transferring authority a report for showing how the sum received from him has been disposed of.

(2) Any Commissioner, not being the authorised officer, who has disposed of any part of the sum, shall make a report in duplicate as to the disposal of that part to the authorised officer, and, if the sum was received by him from another such Commissioner acting in accordance with section 21, shall forward his report through that Commissioner.

20. Any part of the sum received from the transferring authority which shall have remained undisbursed after the completion of the proceedings shall be returned to the transferring authority by, or under the direction of, the authorised officer.

21. Money transmitted by any authority in India to any other authority in India in accordance with these rules shall be transmitted by remittance transfer receipt, or, if the amount involved is less than Rs. 25, by money order.

List of Authorised Officers' appointed Under the Workmen's Compensation (Transfer of Money,) rules, 1935

Authorised Officer or Officers	Area for which appointed.
PART "A" STATES	
Chief Secretary to the the Government of Assam, Shillong.	Assam.
The Commissioner of Labour, Bihar.	Bihar.
The Labour Commissioner, Madhya Pradesh, Nagpur.	The Madhya Pradesh.
The Commissionėr for Workmen's Compensation, Bombay.	Bombay.
The Commissioner for Workmen's Compensation. Madras.	Madras.
The Ceylon Emigration Commissioner, Trichinopoly.	Madras in' respect of disbursement of compensation transferred from Ceylon in cases of non fatal accidents.
The Director of Industries, Orissa Cuttack.	Orissa.
The Labour Commissioner, Punjab, Simla.	The Punjab.
The Labour Commissioner, Uttar Pradesh, Kanpur.	The Uttar Pradesh.
The Commissioner for Workmen's Compensation, West Bengal, Calcutta.	West Bengal.
PART "B" STATES	
The Commissioner for Workmen's Compensation (Labour Commissioner) Hyderabad.	Hyderabad.
Judges of Labour Courts at Indore, Ujjain and Gwalior, Madhya Bharat.	Within the jurisdictions in which they function as Commissioners for Workmen's Compensation, in Madhya Bharat.

(1)	(2)	
The Commissioner of Labour, Mysore, Bangalore.	Mysore.	
Subordinate Judges of the Ist Class in Patiala. Sangrur, Bernala, Bhatinda; Bassipathanan, Kandaghat, Kapurthala and Narnaul in Patiala and East Punjab States Union.	Patiala, Sangrur Barnals, Bhatinda, Bassi-Pathanan, Kandhghat, Kapurthala and Narnaul respectively. Patiala and East Punjab States Union.	
The Labour Commissioner Rajasthan.	Rajasthan.	
The Civil Judge, Senior Division Rajkot, Saurashtra.	The areas comprised within the Central Saurashtra District.	Saurashtra.
The Civil Judge, Senior Division, Jomnagar, Saurashtra.	The areas comprised within Halar Dist.	
The Civil Judge, Senior Division Bhavnagar, Saurashtra.	The areas Comprised within Gohilwod District.	
The Civil Judge, Senior Division Surendranagar, Saurashtra.	The areas comprised within Zalawad district.	Saurashtra.
The Civil Judge, Senior Division Junagadh, Saurashtra.	The areas comprised within Sorath district.	
The Labour Commissionr, Travancore-Chochin. The District Magistrate Trichur, Travancore.	*Within their respective jurisdictions in* Travancore, Cochin.	
PART "C" STATES		
The Judge, Small Cause Court and Commissioner for Workmen's Compensation, Ajmer.	Ajmer State.	
District Magistrate, Sehore District Bhopal.	Sehore District.	Bhopal State.
District Magistrate, Raisen District, Bhopal.	Raisen Disrict.	
Additional District Magistrate, City of Bhopal, Bhopal.	City of Bhopal.	

(1)	(2)
District Magistrate, Bilaspur.	Bilaspur State.
The District Judge of Coorg, Coorg.	Coorg.
The Commissioner for Workmen's Compensation, Delhi.	Delhi State.
Director Industries, Himachal Pradesh.	Himachal Pradesh State.
District Judge, Kutch.	Kutch State.
Rajkumar Sanahal Singh, Taxation Officer, Manipur, Imphal.	Manipur State.
Secretary to the Government of tripura, Industries Department Tripura.	Tripura State.
Deputy Commissioners (Commissioners for Workmen's Compensation).	Respective districts, Vindhya Pradesh.
PART "D" STATE	
Deputy Commissioner Andaman and Nicobar Islands.	Andamans and Nicobar Islands.

WORKMEN'S COMPENSATION RETURNS.

Superseded by the State Government Vide G.O. Ms. No. 2198 (Labour) I.L.C. dated 26th April 1960, so far as it relates to Madras State.

(Government of India, Department of Industries and Labour, Notification No. L. 1189, dated the 28th March, 1935.)

No. L-1189.—In Exercise of the powers conferred by section 16 of the Workmen's Compensation Act, 1923 (VIII of 1923) and in supersession of the Notification of the Government of India in the Department of Industries and Labour, No. L-1189, dated the 26th June, 1924, the Governor General in council is pleased to direct that an annual return in the form set forth in the Schedule hereto annexed shall be furnished by every person employing workmen who are :—

(A) employed in a place which is factory within the meaning of clause (j) of section 2 of the Factories Act, 1934;

(B) employed within the meaning of clause (d) of section 3 of the Indian Mines Act, 1923, in any mine which is subject to the operation of that Act;

(C) employed as railway servants otherwise than in a factory or mine;

(D) employed, otherwise than in a clerical capacity or in a factory or mine, in connection with the operation or maintenance of a tramway as defined in section 3 of the Indian Tramways Act, 1886;

(E) employed in any of the following categories but not falling under any of the foregoing heads (A), (B), (C) and (D):—

(i) otherwise than in clerical capacity in the service of any Port Trust of Port Commissioner within the limit of any port subject to the Indian Ports Act, 1908;

(ii) in the manufacture or handling of explosives in any premises wherein, or within the precincts whereof, on any one day of the preceding twelve months, ten or more persons have been so employed;

(iii) in the service of any fire brigade;

(iv) otherwise than in a clerical capacity in connection with operations for winning natural petroleum or natural gas;

(v) otherwise than in a clerical capacity on any estate which is maintained for the purpose of growing cinchona, coffee, rubber, or tea, and on which on any one day in the preceding twelve months twenty-five or more persons have been so employed;

(vi) otherwise than in a clerical capacity in the generating, transforming or supplying or electrical energy;

(vii) in producing cinematograph pictures intended for public exhibition or in exhibiting such pictures.

2. The return, which shall relate to a calender year shall be furnished on or before the 1st February following the year to which the return relates, and the first return shall relate to the year 1935.

3. The return shall be signed (a) by the employers, or where there is more than one employer by any employer, or (b) by any person directly responsible to the employer or employers for the management of the establishment to which it relates.

4. The return shall be furnished :-

(a) for workmen of all categories except (c) in paragraph 1 :-

(i) in the Punjab—to the Inspector of Factories ;

(ii) in other States—to the Commissioner for Workmen's Compensation for the area within which the said workmen are normally employed unless the local Government by notification in the local official Gazette specifies any other authority to whom the return shall be furnished ;

(b) for workmen falling in Category (c) in Paragraph 1—to the Secretary to the Railway Board (Railway Department), Government of India.

5. When the local Government or the Railway Board so direct, the return shall be furnished in duplicate.

6. Notwithstanding anything hereinbefore contained, the aforesaid return is not required to be submitted by any employer in respect of compensation paid on account of injuries suffered by his workmen during any period for which his liability under the Act has been insured with a Mutual Indemnity or other Insurance Company or during which he is a member of an association of employers which deals on behalf of its members with claims for compensation under the Act, if such company or association has with the consent of the local Government undertaken to submit returns as nearly as may be in the form set forth in the Schedule hereto annexed in respect of the employers insured with such company or belonging to such association. Such undertaking shall provide that the said returns shall be submitted not later than the 1st February, or at the discretion of and subject to such conditions as the local Government may impose, the 1st March following the year to which they relate.

SCHEDULE.

Workmen's Compensation.

Returns relating to period from to 31st December 19 .

Province, District
Town or village
Post Office. } (To be omitted in case of railways)

Name of establishment (1)
Nature of work (2)
Average numbers (3) employed per day } Adults. Minors.

	Accidents							Occupational diseases (8)					
	Number of cases of injuries (4) in respect of which final compensation has been paid during the year.			Amount of compensation (5) paid.			NATURE OF DISEASE (9)	Number of cases of diseases (4) in respect of which final compensation has been paid during the year. (6)			Amount of compensation (5) paid. (7)		
	Death.	Permanent disablement.	Temporary disablement.	Death.	Permanent disablement.	Temporary disablement.		Death.	Permanent disablement.	Temporary disablement.	Death.	Permanent disablement.	Temporary disablement.
				Rs.	Rs.	Rs.					Rs.	Rs.	Rs.
Adults													
Minors													

Dated 19 . (Signed)
(Designation)

(1) In cases where more establishments than one are owned by the same employer, a separate return should be furnished for each establishment. When in any establishment the workmen employed fall in two or more of the distinct categories to which the return relates, (e.g., in the case of a tea estate categories A and B (v) a separate sheet should be used for the statistics of each category.

(2) Enter the class of establishment according to the process or product, e.g., cotton weaving and spinning factory, coal mine.

(3) Include all employees whether permanent or temporary who would, in the case of accident, be eligible for compensation under the Act and for whom a return is required to be furnished. Number employed should be shown even if there are no payments of compensation to report.

(4) Include only those cases in which the *final* payment of compensation was made during the year. A deposit with the Commissioner should be treated as a payment by the employer.

(5) Include all compensation paid in respect of the cases mentioned in foot note 4, whether such compensation was paid during the year or previous to its commencement. Exclude all payments in cases in which the final payment had not been made by the end of the year to which the return relates.

(6) Only such disablements as last for more than seven days should be shown (section 4 (1) D of the Act).

(7) Where the benefit actually allowed (e.g. hospital leave on full pay) is in excess of the compensation admissible under the Act, only the amount of the compensation so admissible should be entered in the return.

(8) Viz., anthrax, lead poisoning, phosphorus poisoning, mercury poisoning, benzene poisoning, chrome ulceration and compressed air illness only.

(9) Enter separately each of the disease specified in foot-note (8) which resulted in cases in respect of which compensation was paid.

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