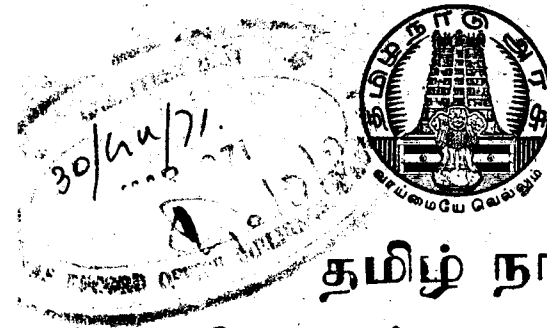




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தொழிலாளர் துறை அரசிதழ்

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The "Tamil Nadu 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 number), 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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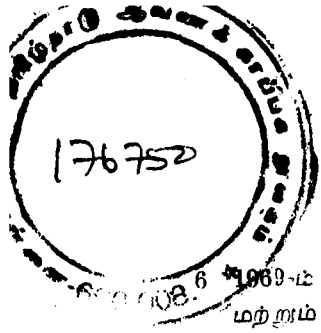
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THE TAMIL NADU LABOUR GAZETTE

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No. 2

SPECIAL ARTICLE

LAY OFF AND LABOUR LAW

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I. INTRODUCTION.

In the day-to-day running of business, management is often compelled to take measures with the view to effect economy and avoid waste. Some of these actions have a direct bearing on the workmen employed by him. For instance, management may not temporarily require the services of certain of his workmen on account of "shortage of coal, power or raw materials or the accumulation of stock or the breakdown of machinery" or strike by workmen in interdependent sections of the establishment or for any other similar reason. In these situations an employer does not temporarily need the services of the normal strength of the workmen. In these circumstances he may well terminate the services of surplus workmen. But, because he expects to resume his normal work and the workmen wish to continue to work, the institution of lay-off has been evolved. Herein workmen are not discharged but nevertheless they do not receive their full salaries. It is because of this anomaly that the right of lay-off compensation has been established by practice, contract, standing orders or statutory provisions. With the introduction of industrial adjudication system on an All-India basis workmen sometimes took the advantage of the existing legal provisions. Their attitude of taking advantage of legal provisions is strikingly demonstrated by their response to lay-off. An early attempt was made to suggest that management action in laying off his workmen amounted to a lockout (1) and further, quite apart from the general prohibition contained in S. 23 both lay-off and lockout were within the mischief of S. 33 (2). However, after the amending Act of 1953, which defined lay-off and provided for lay-off compensation, workmen generally claimed that lockout amounted to a lay-off and consequently the lockout workmen were entitled to lay-off compensation (3).

It is unfortunate that the provisions relating to lay-off compensation were incorporated in the Industrial Disputes Act, 1947, only after six years of the operation of adjudication system on an all-India basis. During this long period, several cases involving lay-off came before tribunals and courts, and they decided the question of payment of compensation. But a study of the awards and decisions reveals that there was no uniformity in the rates of compensation. Further, norms were irreconcilable.

In the following pages an attempt will be made to study nature of lay-off, statutory definition of lay-off, management's right to lay-off, procedure for lay-off, compensation for the period of lay-off employer's duty to maintain muster-roll of workmen, recovery of lay-off compensation and lay-off and S. 33 of the Industrial Dispute Act.

II. NATURE OF LAY-OFF.

A. General.—Lay-off means "a period during which a workman is temporarily discharged". It arises when there is the "failure" "refusal" or "inability" on the part of the employer to give employment to his workmen and where such "failure", "refusal" or "inability" arises out of reasons beyond the control of the management. Further, lay-off does not put to an end the employer-workmen relationship during the period of lay-off. Moreover,

"the very essence of lay-off is that it is temporary stoppage. It is equally the essence of lay-off that within a reasonable period of time, the employer expects that the business or industry would continue and his employees who have been laid off will be restored to their full rights as employees (4)".

B. Lay-off and lockout.—Lay-off and lockout have some common phenomena. Both are the phenomena of continuing business. Both are the ACTS of the employer. Both involve subsisting employer-workmen relationship. But there are strong reasons to distinguish lay-off from lockout. The distinction between lay-off and lockout was brought out by the Supreme Court in *Kairbetta Estate v. Rajamanickam* : (5).

"Stated broadly, lay-off generally occurs in a continuing business, whereas lockout is the closure of the business. In the case of lay-off, owing to the reasons specified in S. 2 (kkk), the employer is unable to give employment to one or more workmen. In the case of lockout, the employer closes the place of business and lock out the whole body of workmen for reasons which have no relevance to causes specified in S. 2 (kkk)."

It may be pointed out that the broad proposition laid down above by the Supreme Court does not clearly reflect the true legal position. First : both lay-off as well as lockout are phenomena of a continuing

business. Second : It is neither true that only one or more but not all the workmen of an establishment are denied job opportunities in the case of lay-off, nor it is true that all the workmen of the establishment and not only a few of them are always put under economic pressure in a lockout. Third : the use of the expression "closure" is exceedingly vague. It is theoretically possible that there may be lockout in only a section of establishment and rest of the establishment may be working.

Lockout is an instrument of economic coercion. It is a means to an end and not an end in itself, the particular means adopted being putting of economic pressure on recalcitrant workmen. A lay-off, on the contrary, is an economy measure; while it does affect the workmen, the motive of putting economic pressure is absent. There is yet another basis of distinction. Whereas the statute makes it obligatory on the part of the employer to pay compensation in accordance with the provisions of the Industrial Disputes Act, 1947, in lay-off, the same is not required in case of lockout, it being discretionary with the tribunals to grant wages for the period of lockout depending upon the situations. (5A)

C. Lay-off and retrenchment.—Lay-off and retrenchment have some elements in common. Both are the measures of economy. Both are declared by the employer. Both require statutory compensation. But they differ in other respects. Whereas there is a subsisting employer-workmen relationship during lay-off, that relationship is terminated in the case of retrenchment. There is yet another basis of distinction. While lay-off is temporary, retrenchment is a permanent measure to remove surplus labour. Moreover, if the term "retrenchment" is included within the term "lay-off," one fails to understand why the legislature has defined these two terms separately.

D. Lay-off and closure of business.—Lay-off as well as closure have some common features. Both are the measures of economy adopted by the employer. Both require statutory compensation. But they differ in several respects. Lay-off is temporary while closure is permanent. In lay-off employer-workmen relationship subsists but such relationship is terminated in retrenchment.

III. STATUTORY DEFINITION OF LAY-OFF.

Period to 1953 the word "lay-off" was not used in any legislative enactment in India. Section 2 (kkk) (6) of the Industrial Disputes Act, 1947, defines "lay-off" to mean the "failure" "refusal" or "inability" on the part of employer to give employment to any number of workmen on account of

(a) shortage of coal, or

(b) shortage of power, or

- (c) shortage of raw materials, or
- (d) accumulation of stocks, or
- (e) breakdown of machinery, or
- (f) for any other reason.

The definition requires further analysis. First: the definition mentions three acts, namely, "failure", "refusal" or "inability" on the part of the employer. The absence of these circumstances will not amount to a "lay-off" within the meaning of S. 2 (kkk) of the Act (7) Second: the expression for any other reason" occurring in S. 2 (kkk) are *ejusdem generis* with the preceding expressions. (8) Third: the definition requires the subsisting employer-workmen relationship during lay-off.

IV. MANAGEMENT'S RIGHT TO LAY-OFF.

A. *Under the traditional law.*—Under the traditional law, management had a right to lay off their workmen and adjust labour force to the requirement of work. If the lay-off or adjustment of labour force happened to be in breach of contract of employment or otherwise wrongful, the aggrieved workmen were entitled to appropriate compensation. This right of the management has been curtailed to a great extent by the modern labour legislation and decisions flowing thereunder. They assert that the right of the management to lay-off their workmen and adjust labour force is not absolute. It has now been settled that management has no common law right to lay-off their workmen. (9)

B. *Under the standing orders.*—Where the standing orders certified under the Industrial Employment (Standing Orders) Act, 1946, provides for lay-off, the employers are allowed to lay-off their workmen in accordance with the provisions of the standing orders of establishment. They have got no right to lay-off for reasons other than those laid down in the relevant clauses of the standing orders. (10).

C. *Under the Industrial Disputes Act, 1947.*—Section 25C recognizes management's right to declare lay-off for reasons laid down in S. 2 (kkk). If any case is not covered by the provisions of the standing orders of the establishments, it will be regulated by the provisions of the Industrial Disputes Act, 1947, only on the ground mentioned in S. 2 (kkk) (11) In these case the lay-off compensation would be paid in accordance with S. 25C. (12)

V. PROCEDURE FOR LAY-OFF.

The Industrial Disputes Act, 1947, does not provide for the procedure to be adopted declaring lay-off. The procedure is, however, provided in the Industrial Disputes (Central) Rules, 1957. Rules 75A (13) of the rules makes it obligatory upon the employer

of an industrial establishment (as defined in the explanation of S. 25A) to give notice of the period of lay-off in the forms O.1 (14) and O.2 (15) within seven days of the commencement or termination of such lay-off as the case may be to the affected workmen. This notice should be given by the employer to the affected workmen irrespective of the fact whether they are or are not entitled to any compensation under S. 25C of the Act.

VI. COMPENSATION FOR THE PERIOD OF LAY-OFF.

A. *Under standing orders.*—Most of the standing orders contain a clause providing for lay-off. It also generally provides for the manner in which lay-off compensation should be paid. Where the relevant clauses of the standing orders provide for lay-off and the compensation thereof, the question of compensation will be determined by the standing order. But in case of conflict between the provisions of standing orders and the statutory provisions for lay-off compensation the latter will override the former. If the standing order of establishment merely provides for the reasons on which lay-off may be declared by the employer and does not provide for the manner in which the compensation is to be paid to the laid-off workmen the compensation shall be paid to them in accordance with S. 25C provided of course, the lay-off is covered under S. 2 (kkk). (16)

B. *Under S. 25C of the Act.*—1. General Section 25C (17) which while conceding management's right to lay-off workmen, provides for payment of compensation equal to fifty per cent of the total of the basic wage and dearness allowance for all days during which he is laid-off except for weekly holidays to certain workmen. A laid off workmen shall, however, not be entitled for compensation if—

(i) if he refuses to accept the alternative employment as mentioned in Cl. (i), (18)

(ii) if he does not present himself for work during the working hours. (19), or

(iii) if he is laid-off due to strike or go-slow by some other workmen in that establishment. ((20)

2. *Applicability of the statutory compensation.*—(1) *Scope and coverage.*—The scope and coverage of the statutory compensation of lay-off are limited, Section 25C is applicable in a factory (21), mine (22) and plantation (23) employing fifty or more persons on an average per working day in the preceeding calendar month. It covers workmen whose names are borne on the muster rolls of an industrial establishment and who have completed one year of continuous service. The provisions also do not cover casual or badli workmen. A question, therefore, arises whether it is open to the industrial tribunal under the Industrial Disputes Act, 1947 to award lay-off compensation to workmen employed in

'Industrial Establishment' to which S. 25C of the Act is not applicable. This question has, however, been answered in the negative by the Bombay High Court in *K. T. Rohing Mills (Private), Limited v. M. R. Meher* (24) and Kerala High Court in *South India Corporation v. All Kerala Cashewnut Factory Workers' Federation* (25). In the former case less than fifty workmen were employed in an industrial establishment, on an average per working day. The management laid-off certain workmen without paying them any compensation. The concerned workmen thereupon demanded lay-off compensation. The management refused. On the failure of conciliation proceeding the dispute was referred to the industrial tribunal for adjudication. The tribunal awarded compensation on the ground of social justice and equity. The management thereupon moved to the High Court under Art. 226 of the constitution for the appropriate relief. K. T. Desai, J., who heard the writ petition for the High Court, confirmed the finding of the tribunal below. The management then appeared to the Division Bench of the High Court. While J. C. Shah, J., agreed with the finding of K. T. Shah, J., that the tribunal had jurisdiction to award compensation. S. T. Desai, J., took a contrary view by holding that it was not open to a workman to claim lay-off compensation on the ground of social justice and equity. Upon this difference the case was referred to Mudholkar, J., for final disposal who held that tribunal had no jurisdiction to award lay-off compensation to the concerned workman. The similar view was taken in *South India Corporation v. All Kerala Cashewnut Factory Workers' Federation* (25a) wherein the High Court of Kerala held that workmen who were not covered under Chan. V-A were not entitled to lay-off compensation on the ground of social justice.

This line of view is hardly in conformity with the provisions of the Industrial Disputes Act, 1947, and the object of the Act. It will be observed that S. 2 (kkk) defines lay-off. Further, S. 2(k) of the Act defines an "industrial dispute" to mean:

"any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person."

And Ss. 7, 7A and 7B empower to designate Government to constitute one or more labour court, industrial tribunal and national industrial tribunal with limited jurisdiction, for the adjudication of industrial dispute. Section 10 empowers the appropriate Government to decide whether or not to refer the dispute to an authority for adjudication. Section 15 directs adjudicating authorities to hold their proceedings expeditiously and submit their awards to the appropriate Government which is under an obligation to publish them within a period of thirty days from the date of their receipt. (26).

"unless the concerned Government is of the opinion that it will be inexpedient on public grounds affecting national economy or social justice to give effect to the whole or any part of the award." (27)

Such awards become enforceable on the expiry of thirty days from the date of their publication. Section 18 enumerates the persons on whom awards are binding and S. 15 defines the period of the operation of the award. The enforcement of the award is sought to be ensured by imposing penal liability on those who commit a breach thereof. (28) It follows that the statute generally deals *inter alia*, with the settlement of disputes relating to lay off compensation of workmen who are not covered under the provisions of Chapter V-A of the Act. Under the circumstances, if we were to hold the views of the above High Court, a good number of workmen will become legal orphans. This is likely to create industrial unrest. It is hoped that the Supreme Court will set right the position when the occasion demands.

Workmen not entitled to compensation in certain cases—(i) If the workman refuses to accept any alternative employment—Clause (i) of S.25E (29) provides that no compensation shall be payable to the workman laid off (i) if he refuses to accept any alternative employment as mentioned in Cl. (i). This clause has raised many issues. The key question is what is the meaning of the expression "any alternative employment." In *Industrial Employees' Union v. J. K. Cotton Spinning and Weaving Mills Company* (30), the Labour Appellate Tribunal, while interpreting the expression "any alternative employment", observed:

"The word 'alternative' connotes that there are two or more things from which the choice could be made. The relevant phrase in the clause under discussion does not mean that a variety of jobs or jobs more than one should have been offered. The offer of only one employment was enough but that employment should have been such as would be like, similar, or substitute of the original job. We are afraid if we refuse to give this plain and simple meaning of the phrase 'any alternative employment' and we will be reducing the situation to an absurdity: for a weaver or another technician could be offered, according to this, the job of a coolie or a sweeper or even of a scavenger if it was vacant. Besides, the clause 'can be done by the workmen' in condition 2 also means not only physical capability of the workman but its acceptability also." (31).

(ii) If he does not present himself for work—Clause (ii) of S. 25E (32) provides that a workman would not be entitled to any compensation if he refuses to present himself for work as mentioned in Cl. (i). This clause raises a significant question as to what is the effect of absenting himself for work every day after the lay-off has been declared. The problem was answered in *Nutan Mills v. Employees State Insurance Corporation*: (33)

"During the period of the lay-off the employee would be entitled to go and serve another master. The only result of his doing so would be that he would be disentitled to receive compensation. But it is entirely a matter of his option whether he should present himself at the office of his employer and thus claim compensation or earn wages under the different employer and even though he may serve a different employer he would still have a right to be reinstated when the proper occasion arises." (34)

(iii) If the laying-off is due to a strike or go slow on the part of workman in another part of the establishment—Section 25E(iii) provides that workmen would not be entitled to lay-off compensation if the lay-off was declared due to strike or go-slow in another part of the establishment. This question has however, been subject to controversy before the tribunals and courts. In *Associated Cement Companies Limited v. their workmen* (35) the Supreme Court observed :

The Act not having prescribed any specific tests for determining what is 'one establishment', we must fall back on such considerations as in the ordinary industrial or business sense determine the unity of an industrial establishment, having regard no doubt to the scheme and object of the Act and other relevant provisions of the Mines Act, 1952, or the Factories Act, 1948. What then is 'one establishment' in the ordinary industrial or business sense? The question of unity of owners presents difficulties when the industrial establishment consists of parts, units, departments, branches, etc. If it is strictly unitary in the sense of having one location and one unit only, there is little difficulty in saying that it is one establishment. Where, however, the industrial undertaking has parts, branches, departments, units, etc., with different locations, near or distant, the question arises what tests should be applied for determining what constitutes 'one establishment' (36). The Court then observed that "how the relation between various units will be judged must depend on the facts proved having regard to the scheme and object of the statute." (37)

C. Continuous service.—Section 25C of the Act requires two conditions to be complied with. First, the workmen must have been in "continuous service" of the employer. Second such service should not be less than one year. Section 25B (38) defines "continuous service" *inter alia*, for the claim of lay-off compensation—The definition of 'continuous service' consists of two parts. The first part deals with the meaning of the expression "continuous service" and the second part is inclusive definition. It will be observed that in the first part in order that the service may be continuous, it must be uninterrupted. The second part says that notwithstanding an interruption in the continuity of service, it will be uninterrupted, when for example the service is

interrupted on account of sickness, or on account of authorised leave or account of accident or strike which is not illegal or lock out or a cessation of work which is not due to any fault of workmen. Section 25B (2) provided a legal fiction by virtue of which a workman not in continuous service shall be deemed to be in continuous service provided the conditions laid down in the section are complied with.

VII. EMPLOYEES DUTY TO MAINTAIN MUSTER ROLLS OF WORKMEN.

Section 25D(39) casts an obligation upon an employer of an "industrial establishment" (40) the duty to maintain a muster roll and to provide for the making of entries therein by workmen who present themselves for work (41)

VIII. RECOVERY OF LAY-OFF COMPENSATION.

Section 33C (1), *inter alia*, provides for the mode of recovery of lay-off compensation provided under Chapter V-A of the Industrial Disputes Act, 1947. The simple statement in S. 33C (1); namely;

Where any money is due to a workman from an employer under a settlement or an award or under the provisions of Chapter V-A, the workman himself or any other person authorized by him in writing in this behalf, or, in the case of the death of the workman, his assignee or heirs, may, without prejudice to any other mode of recovery, make an application to the appropriate Government for the recovery of the money due to him, and if the appropriate Government is satisfied that any money is so due, it shall issue a certificate for that amount to the Collector who shall proceed to recover the same in the same manner as an arrear of land revenue :

Provided that every such application shall be made within one year from the date on which the money became due to the workmen from the employer :

Provided further that any such application may be entertained after the expiry of the said period of one year, if the appropriate Government is satisfied that the applicant had sufficient cause for not making the application within the said period. "

have raised the several issues. The key question is what is the significance of the expression "money due" to a workman from an employer under the provisions of Chapter V-A. In *Kays Construction Compansy v. State of Uttar Pradesh* (42) the Supreme Court observed :

" the benefit contemplated in sub-section (2) is not 'money due' but some advantage or perquisite which can be reckoned in terms of money. . . . For instance, loss of the benefit of free quarters is not loss of 'money due' though such loss can be reckoned in terms of money by inquiry and equation. The con-

fract between 'money due' on the one hand and a 'benefit' which is not 'money due' but which can become so after the money equivalent is determined on the other, marks out the areas of operation of the two sub-sections. . . . In our judgment, a case such as the present, where money due is back wages for the period of unemployment is covered by the first sub-section and not the second." (43)

IX. LAY-OFF AND S.33 (44).

Lay-off affects the earnings of the concerned industrial employees (45) and therefore, apparently violates the provisions of Cl. (a) of sub-sections (1), (2) and (3) of S. 33 (46). The tribunals and courts, have however, held that laying off of workmen in accordance with the established practice (47), or provisions of standing orders, or statutory provisions outside the purview of S. 33(48).

NOTES.—(1) See for instance, Annamalai Timber Trust, Limited [1950 L.L.J. 994 (I.T.)]

(2) See, for instance, Lakshmi Devi Sugar Mills Limited, C.A. No. 245 of 1954: Annamalai Timber Trust [1950 L.L.J. 994 (I.T.)]

(3) See, for instance, Kairbetta Estate [1960—II L.L.J. 275 (S.C.)]

(4) M.A. Veiyra *versus* C. P. Fernandez (1956—I L.L.J. 547).

(5) Kairbetta Estate, Kotagiri *versus* Rajamanickam and others [1960—II L.L.J. 275 (S.C.)]

(5-A) For details, see Suresh Chandra Srivatsava: "A Forgotten Element of Lockout", Banaras Law Journal 145 (1966).

(6) Section 2 (kkk) of the Act defines "lay-off", (with its grammatical variations and cognate expressions), to mean:

"the failure refusal or inability of an employer on account of shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery or for any other reasons to give employment to a workman whose name is borne on the muster-rolls of his industrial establishment and who has been retrenched.

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

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

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

(7) Central.

(8) See, Kairbetta Estate *v.* Rajamanickam and others [1960—II L.L.J. 275 (S.C.)]; see also Dewan Tea Estate case [1964—I L.L.J. 358 (S.C.)]

(9) Workmen of Dewan Tea Estate *v.* their management [1964—I L.L.J. 358 (S.C.)]

(10) Workmen of Dewan Tea Estate *v.* their management [1964—L.L.J. 358 (S.C.)]

(11) Ibid at page 368.

(12) to (14) Rule 75-A of the Industrial Disputes (Central) Rules, 1957, reads:

(1) If any workman employed in an industrial establishment as defined in the explanation below S. 25A [not being an industrial establishment referred to in sub-section (1) of that section] is laid off, then, the employer concerned shall give notices of commencement and termination of such lay-off in forms O-1 and O-2, respectively, within seven days of such commencement or termination as the case may be.

(2) such notices shall be given by an employer in every case irrespective of whether in his opinion, the workman laid off is or is not entitled to compensation under S. 25C."

To

The Regional Labour Commissioner (Central),
(here specify the region concerned).

Sir,

Under rule 75A of the Industrial Disputes (Central) Rules, 1957, I/we hereby inform that I/we have laid off out of a total of workmen employed in the establishment with effect from for the reasons explained in the annexure.

2. Such of the workmen concerned as are entitled to compensation under section 25C of the Industrial Dispute Act, 1947, will be paid compensation due to them.

Yours faithfully,

Copy forwarded to Conciliation Officer (Central) [here specify the address of the Conciliation Officer (Central) of the local area concerned.] "

ANNEXURE.

STATEMENT OF REASONS.

(15) From O-2 of the rules reads:

"To

The Regional Labour Commissioner (Central),
(here specify the region concerned).

Sir,

As required by rule 75A of the Industrial Disputes (Central) Rules, 1957, and in continuation of my/our notice, dated in form O-1, I/we hereby inform you that the lay-off in my/our establishment has ended on

Yours faithfully,

Copy to the Conciliation Officer (Central).
[here specify the address of the Conciliation Officer (Central) of the local area concerned.] "

(16) Workmen of Deman Tea Estate *versus* their management [1964—I L.L.J. 358 at 362 (S.O.)]

(17) Section 25C of the Industrial Disputes Act, 1947 reads:

"(1) Whenever a workman (other than a badli workman or a casual workman) whose name is borne on the muster-rolls of an industrial establishment and who has completed not less than one year of continuous service under

an employer is laid off, he shall be paid by the employer for all days during which he is so laid off, except for such weekly holidays as may intervene, compensation which shall be equal to fifty per cent of the total of the basic wages and dearness allowance that would have been payable to him had he not been so laid off:

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

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

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

Provided that it shall be lawful for the employer in any case falling within this subsection to retrench the workman in accordance with the provisions contained in S. 25 F. at any time after the expiry of the first forty-five days of lay-off and when he does not any compensation paid to the workman for having been laid off during the preceding twelve months may be set off against the compensation payable for retrenchment.

(18) Section 25E (1) of the Act provides:

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

(19) Section 25 E (ii) of the Act provides:

“If he does not present himself for work at the establishment at the appointed time during normal working hours at least once a day.”

(20) Section 25 E (iii) of the Act provides:

“If such laying-off is due to a strike or slowing-down of production on the part of workmen in another part of the establishment.”

(21) Section 2 (m) of the Factories Act, 1948, defines “factory” to mean any premises including the precincts thereof—

“(i) whereon ten or more workers are working or were working on any day of the preceding twelve months, and in any part of which a manufacturing process is being carried on with the aid of power, or is ordinarily so carried on, or

(ii) whereon twenty or more workers are working or were working on any day of the preceding twelve months; and in any part of which a manufacturing process is carried on without the aid of power or is ordinarily so carried on

but does not include a mine subject to the operation of the Mines Act, 1952, or a railway running shed.

(22) Section 2 (j) of the Mines Act, 1952, defines “mine” to mean any excavation where any operation for the purpose of searching for or obtaining minerals has been or is being carried on, and includes

“(i) all borings, bore-holes and oil wells;

(ii) all shafts, in or adjacent to and belong to a mine, whether in the course of being sunk or not;

(iii) all levels and inclined planes in the course of being driven;

(iv) all open cast workings;

(v) all conveyors or aerial ropeways provided for the bringing into or removal from a mine of minerals or other articles or for the removal of refuse therefrom;

(vi) all adits, levels, planes, machinery, works, railways, tramways and siding in or adjacent to and belonging to a mine;

(vii) all workshops situated within the precincts of a mine and under the same management and used solely for purposes connected with that mine or a number of mines under the same management;

(viii) all power stations for supplying electricity solely for the purpose of working the mine or a number of mines under the same management;

(ix) any premises for the time being used for depositing refuse from a mine, or in which any operation in connexion with such refuse is being carried on; being premises exclusively occupied by the owner of the mine;

(x) unless exempted by the Central Government by notification in the official gazette, any premises or part thereof, in or adjacent to and belonging to a mine, on which any process ancillary to the getting, dressing or preparation for sale of minerals or of coke is being carried on.”

(23) Section 2 (f) of the Plantation Labour Act, 1951, defines plantation to mean:

“any plantation to which this Act, whether wholly or in part, applies and includes offices, hospitals, dispensaries, schools and any other premises used for any purpose connected with such plantation, but does not include any factory on the premises to which the provisions of the Factories Act, 1948, apply.”

(24) 1962—II L.L.J. 667 (H.C. Bombay).

(25) 1960—II L.L.J. 103 (H.C. Kerala).

(25-a) 1960—II L.L.J. 103.

(26) Section 17 of the Act.

(27) Section 17A of the Act.

(28) Section 29 of the Act.

(29) Clause (i) of Section 25-E of the Act provides:

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

(30) 1956—I L.L.J. 327 (L.A.T.).

(31) Ibid at p. 329.

(32) Clause (ii) of Section 25-E of the Industrial Disputes Act, provides: “if he does not present himself for work at the establishment at the appointed time during normal working hours at least once a day.”

(33) I L.L.J. 215 (H.C. Bombay).

(34) Ibid at page 219.

(35) 1960—I L.L.J. 1 (S.C.).

(36) 1960—I L.L.J. 1 at 8. (S.C.).

(37) Ibid.

(38) Section 25 B of the Act defines "continuous service" for the purposes of this chapter as follows:—

"(i) a workman shall be said to be in continuous service for a period, if he is, for that period in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lockout or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if a workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) ninety-five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case.

Explanation.—For the purposes of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which—

(i) he has been paid off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946, or under this Act or under any other law applicable to the industrial establishment;

(ii) he has been on leave with full wages; earned in the previous years;

(iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and

(iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks."

(39) Section 25D of the Act provides:

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

(40) As defined in the explanation.

(41) K. T. Rolling Mills v. Meher (1962—II L.L.J. 667 H.C., Bombay).

(42) 1965—II L.L.J. 429 (S.C.).

(43) 1965—II L.L.J. 429 at 432 (S.C.).

(44) Section 33 of the Industrial Disputes Act, 1947, inter alia provides:

(1) During the pendency of any conciliation proceeding before a conciliation officer or Board or of any proceedings before a labour court or tribunal or national tribunal in respect of an industrial dispute, no employer shall—

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

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

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

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

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

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

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

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

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

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

(45) Alcock Ashdown & Co., Ltd., [1955—II L.L.J. 661 (I.T.).]

(46) Laying-off of workmen in accordance with the prevailing practice and on the same terms and conditions cannot amount to change in a condition of service.—Sathe Biscuit Chocolate Company, Ltd., (1953—II L.L.J. 70). This question was left open by the Supreme Court in Modi Food Products and Company Ltd., v. Faquir Chand Sharma (1956—I L.L.J. 1949).

(47) See, Aruna Mills Company, Ltd., (1951—I L.L.J. 647) and Indian Smelting and Refining Company (1953—I L.L.J. 577).

(48) This line of thinking was followed by the Supreme Court in Modi Food Products and Company Ltd., v. Faquir Chand Sharma (1956—I L.L.J. 749 at 751), wherein AYYAR J., observed:

"It is common ground that there are no statutory rules prescribing the conditions under which there could be a lay-off. If there had been, they would operate as conditions as service between the parties and then the question would simply have been whether there had been a compliance with them. Under the provisions of the Industrial Employment (Standing Orders) Act 20 of 1946, certain standing orders had been framed with reference to this matter. Counsel on both sides state that after the enactment of the Industrial Disputes (Amendment) Act (43 of 1953) they are no longer in force, and that there are no statutory provisions applicable to the present dispute. We must, therefore, decide the question on the footing that the only condition which the parties might be taken to have agreed to is that the lay-off should be for adequate grounds and for a reasonable period. On this question, there is a clear finding in favour of appellant. The tribunal has found that groundnut and neem seeds were not available at parity prices, and that for that reason, the work had to be stopped. It is not likely that businessmen would cut their profits to spite the workmen. The period of the lay-off was expressed to be until the next groundnut season, and we have been told that the season for groundnut begins sometime in November-December. In fact, all the respondents have been re-employed in relays from September onwards, and by the first week of December all of them had been absorbed. On the finding of the tribunal that the lay-off was justified, it follows that the application of the respondents under Section 23 of the Act was liable to be dismissed on the ground that there had been no contravention of Section 22 (a)".

(Source.—By courtesy Labour Law Journal November 1969 issue.)

INDUSTRIAL SAFETY

LADDER LYING HANDY

A plumber and his mate arrived at a woodworking factory to carry out some minor repairs, which included replacing a spout head on a drain pipe at a gable end. This spout head was about 15 feet above ground level.

When the men were surveying the work which they had to carry out, they noticed a timber ladder some 16 feet long, lying in the factory yard. Rather than fetch their own, they decided to make use of this ladder because it was immediately available.

The ladder was put into position against the wall and the plumber ascended to carry out the work while his mate footed it at ground level. Work had only been going on for a few minutes when the ladder suddenly broke in two and the plumber fell to the ground below, breaking a leg.

Examination of the ladder after the accident revealed that it was very much dried out and both stiles showed severe splitting. Even a cursory examination should have been sufficient for anyone to realise that it was unfit for use. This particular ladder did not belong to the occupiers of the factory—it was one which had been left lying in the yard by other visiting contractors the previous year.

Ladders, when not in use, should be properly stored and not just left lying around. Damaged ladders and ladders which have not been properly maintained should not be left in place persons are liable to make use of them. As can be seen from this accident, this applied to any ladder and not just those belonging to the factory. Workers have a habit of using equipment which is available without finding out to whom it belongs or whether it is safe.

(Industrial Safety, London, October 1968).

TANK COVER FOOLED A PAINTER.

Internal painting was being carried out by a firm of industrial painters in a printing factory.

A tank 5 feet by 2 feet 6 inches by 3 feet 6 inches high stood in one part of the factory. It was no longer used, but was fitted with lip exhaust ventilation and ducting rose vertically from the back of the tank. A cover over the top gave the impression that it was completely enclosed.

A painter came into this department and started painting the ducting. He started from the floor, but as he had to paint further up the ducting he used a trestle to stand on. He then decided that

it would be more comfortable if he kept one foot on the trestle and the other on what he thought was the solid cover on top of the tank. As soon as he put his foot on it, the cover gave way and the painter found himself up to his ankle in a liquid in the bottom of the tank.

The cover of the tank was merely a piece of cordboard of suitable dimensions which someone had put on to keep out dust.

Soon after his mishap the painter felt foot start to tingle, and as he removed his shoe and sock he noticed that his sock was starting to give off smoke. The liquid in the bottom of the tank was chromic acid, and the painter had suffered very serious burns.

A warning notice could be clearly marked on tanks containing dangerous liquids such as this to advise visiting contractors as well as others of the hazard. In addition, it is necessary to cover tanks of this nature, sufficiently strong secured covers should be used.

In this particular case, as the tank was no longer used in the factory process the acid could have been drained off, thus completely removing the hazard.

(Industrial Safety, London, October 1968.)

DANGEROUS PRACTICE.

An incident which indicates only too clearly the lack of safety procedures and proper training which lies behind many accidents, occurred at a machine used in the preparation of foodstuffs which had to be cleaned and washed down daily.

The machine operator had adopted the unsafe practice of feeding pieces of torn rag through the machine in order to dry it. Inevitably a piece of rag became entangled in the moving parts and the operator suffered partial amputation of a finger when he tried to remove the rag from the machine.

(Occupational Safety Bulletin, London, November 1968.)

தொழிலாளர் பற்றிய செய்திகள்

1969-ம் ஆண்டு டிசம்பர் மாத தொழிலுறவு.

நூற்பாலைகள்.

1969-ம் ஆண்டு டிசம்பர் மாதத்தில் 5 நூற்பாலையில் வேலை நிறுத்தம் மற்றும் கதவடைப்பு ஏற்பட்டன. இதில் ஒரு நூற்பாலையின் வேலை நிறுத்தம் சென்ற மாத இறுதியில் இருந்து தொடர்ந்து வருகிறது. வேலை நிறுத்தம் மற்றும் கதவடைப்பு காரணங்களால் பாதிக்கப்பட்ட தொழிலாளர்களின் எண்ணிக்கை 1,816 ஆகும். இழக்கப் பட்ட மனித நாட்களின் எண்ணிக்கை 9,149 ஆகும்.

இதர தொழில் நிறுவனங்கள்.

டிசம்பர் மாதத்தில் 16 இதர தொழில் நிறுவனங்களில் வேலை நிறுத்தம் மற்றும் கதவடைப்பு ஏற்பட்டன. இதில் 10 நிறுவனங்களின் வேலை நிறுத்தம் அல்லது கதவடைப்பு சென்ற மாத இறுதியிலிருந்து தொடர்ந்து வருகின்றன. வேலை நிறுத்தம், மற்றும் கதவடைப்பு காரணங்களால் பாதிக்கப்பட்ட தொழிலாளர்கள், மற்றும் இழக்கப்பட்ட மனித நாட்களின் எண்ணிக்கை முறையே 2,744 மற்றும் 16,523 ஆகும்.

மத்திய அரசு ஆதிக்கத்தில் உள்ளவை.

சென்னை மத்திய தொழிலாளர் துறை முதல் வட்ட உதவி ஆணையர், கீழ்க்கண்ட தொழிற்சாலைகளில் சமரசம் செய்து வைத்தார்.

1. மெஸ்ஸர்ஸ் ஷியாமா மாக்னசைட் மைன்ஸ், சேலம், மற்றும் அதன் தொழிலாளர் பிரதிநிதியான சேலம் மாவட்ட மாக்னசைட் தொழிலாளர் சங்கம் (தனியானது) இடையே ஏற்பட்ட தொழிற் தகராறு.

2. சென்னை ஸ்டீல்வோர்ஸ் அசோசியேஷன், மற்றும் அதன் தொழிலாளர் பிரதிநிதிகளான சென்னை போர்ட் அண்டு டாக் வர்க்கர்ஸ் காங்கிரஸ் (இந்திய தேசிய தொழிற் சங்க காங்கிரஸ்), சென்னை; ஹார்பர் வர்க்கர்ஸ் யூனியன் (அகில இந்திய தொழிற் சங்க காங்கிரஸ்), சென்னை; போர்ட் அண்ட் டாக் வர்க்கர்ஸ் முன்னேற்ற சங்கம் (தனியானது) மற்றும் தமிழ்நாடு போர்ட் அண்ட் டாக் வர்க்கர்ஸ் வெல்ஃப்வேர் அசோசியேஷன் (தனியானது) இவற்றிடையே ஏற்பட்ட தொழிற் தகராறு.

சென்னை இரண்டாவது வட்ட தொழிலாளர் துறை உதவி ஆணையர் கீழ்க்கண்ட இரு தொழிற் தகராறுகளில் ஒப்பந்தம் செய்து வைத்தார்.

1. சென்ட்ரல் பாங்கு ஆப் இந்தியா மற்றும் சென்ட்ரல் பாங்கு ஆப் இந்தியா எம்ப்ளாய்ஸ் யூனியன் (தனியானது) இவற்றிடையே ஏற்பட்ட தொழிற் தகராறு.

2. மெஸ்ஸர்ஸ் சவுத் இந்தியா கார்ப்பொரேஷன் (எஜென்சீஸ்) ரைவேட் லிட், மற்றும் தமிழ்நாடு போர்ட் அண்ட் டாக் வர்க்கர்ஸ் வெல்ஃப்வேர் அசோசியேஷன் (தனியானது) இவற்றிடையே ஏற்பட்ட பிதாழிற் தகராறு.

தொழிற்சாலைகள் பற்றிய விவரம்.

1 1969 டிசம்பர் 1-ம் தேதி அன்று நிலுவையாயிருந்த தொழிற்சாலை எண்ணிக்கை.	16
2 1969 டிசம்பர் மாதத்தில் பெறப்பட்ட தொழிற்சாலை எண்ணிக்கை.	42
3 1969 டிசம்பர் மாதத்தில் முடிக்கப்பட்ட தொழிற்சாலை எண்ணிக்கை.	15
4 1969 டிசம்பர் 31-ம் தேதி அன்று நிலுவையாயுள்ள தொழிற்சாலை எண்ணிக்கை.	43
5 அச்சுறுத்தப்பட்ட வேலை நிறுத்தங்களின் எண்ணிக்கை ..	6
6 உருவாகிய அச்சுறுத்தப்பட்ட வேலை நிறுத்தங்களின் எண்ணிக்கை.	இல்லை.
7 வேலை நிறுத்தங்களின் எண்ணிக்கை	இல்லை.
8 கதவடைப்புகளின் எண்ணிக்கை	இல்லை.
9 தொழிற்சாலை நிலையான சான்றிதழ்	இல்லை.

தமிழ்நாடு அரசு ஆதிக்கத்தில் உள்ளவை.

1969-ம் ஆண்டு டிசம்பர் மாதத்தில் தொழிலாளர்களுடைய சமரச அலுவலர்கள் 716 தொழிற் தகராறுகளை விசாரித்து முடிவு செய்தனர். இதில் 69 மனுக்கள் சம்பந்தமாக 1947-ம் ஆண்டு சென்னை தொழிற் தகராறுகள் சட்டப்பிரிவு 12 (3)-ன் கீழ் ஒப்பந்தம் ஏற்பட்டவையாகும்.

1969-ம் ஆண்டு டிசம்பர் மாதத்தில் தமிழ்நாடு அரசினால் 26 தொழிற் தகராறுகள் சென்னை தொழில் வழக்கு தீர்ப்பு மன்றத்திற்கும், சென்னை, மதுரை மற்றும் கோயமுத்தூரிலுள்ள தொழில் கோர்டுகளுக்கும் தீர்ப்புக்காக அனுப்பிவைக்கப்பட்டன. தொழில் வழக்கு தீர்ப்பு மன்றமும், தொழில் கோர்டுகளும் வழங்கிய 27 தீர்ப்புகள் தமிழ்நாடு அரசிதழில் பிரசுரிக்கப்பட்டுள்ளன.

வேலை வாய்ப்பு வசதி.

1969-ம் ஆண்டு டிசம்பர் மாதத்தில் வேலைவாய்ப்பு அலுவலகங்களால் பதிவு செய்யப்பட்ட மனுதாரர்களின் எண்ணிக்கை 88,535 மற்றும் வேலையில் அமர்த்தப்பட்டவர்களின் எண்ணிக்கை 3,889 ஆகவும் இருந்தன. நவம்பர் மாதத்துடன் ஒப்பிடும்போது பதிவு செய்தலும், வேலையில் அமர்த்துதலும் முறையே 66.2 சதவீதம் மற்றும் 12.4 சதவீதம் அதிகரித்திருந்தன. வேலையளிப்பவர்களால் வேலை வாய்ப்பு அலுவலகங்களுக்கு அறிவிக்கப்பட்ட காலி ஸ்தானங்களில் எண்ணிக்கை 4,682 ஆகும். இது சென்ற மாதத்துடன் ஒப்பிடும்போது 5.9 சதவீதம் அதிகரித்திருந்தது.

இனி சொல்லப்படும் தொழில்களுக்கு ஆட்கள் குறைவாக இருந்தனர் என்று அறிவிக்கப்பட்டது.

கிராம மருத்துவ பயிற்சியாளர், மகப்பேறு உதவியாளர், தமிழ் பண்டிதர் (ஆண் மற்றும் பெண் தரம் ஒன்று மற்றும் இரண்டு) பட்டம் பெற்ற உதவி ஆசிரியர் (கணிதம் மற்றும் விஞ்ஞானம்) சுருக்கெழுத் தாளர் (ஆங்கிலம் மற்றும் தமிழ் உயர்தரம்) தட்டச்சர் (சில தாழ்த்தப்பட்டவகுப்பினர் மற்றும் மலைவாசிகள்) லாஞ்ச் டிரைவர், பம்பி ஃபிப்டர், சாலை சமன்படுத்து இயந்திர ஓட்டி, இரண்டாம் தர இன்ஸ்ட்ருமெண்ட் ரிப்பேரர், ஆர்மெச்சூர் வைண்டர் மற்றும் மெளல்டர்.

டிசம்பர் மாதத்தில் சென்னையிலுள்ள தொழில் நிர்வாகத் துறை வேலை வாய்ப்பு அலுவலகம் 304 பதிவாளர்களைப் பதிவு செய்து 139 பதிவாளர்களை வேலையில் அமர்த்தியது.

சென்னை, மதுரை மற்றும் அண்ணாமலைப் பல்கலைக் கழகங்களிலுள்ள வேலை வழிகாட்டி அலுவலகங்கள் 110 மனுதார்களைப் பதிவு செய்து 96 பதிவாளர்களை வேலையில் அமர்த்தின.

சென்னையிலுள்ள அங்கவீனர்களுக்காக ஏற்படுத்தப்பட்ட பிரத்யேக வேலை வாய்ப்பு அலுவலர் 41 மனுதார்களை (அதாவது 7 குருடர்கள், 4 செவிடர்கள் மற்றும் 30 அங்கவீனர்கள்) பதிவு செய்து 11 பதிவாளர்களை (2 செவிடர்கள், 9 அங்கவீனர்கள்) வேலையில் அமர்த்தினார்.

வேலை வழிகாட்டி அலுவலகங்களோடு இணைக்கப்பட்டுள்ள உத்தியோக வழிகாட்டிப் பகுதிகள் டிசம்பர் மாதத்தில் 9,358 மனுதார்களுக்கு கூட்டாக வழிகாட்டி 35 இளைஞர்களுக்கு தனித்து வழிகாட்டின. தனித்து வழிகாட்டப்பட்ட 32 பதிவாளர்களை வேலையில் அமர்த்தின. 1,014 நபர்களுக்கு தனித்தனியே தகவல் தெரிவிக்கப்பட்டது.

தொழிலாளர் பிராவிடெண்டு பண்டு திட்டம்.

1969-ம் ஆண்டு டிசம்பர் மாதத்தில் 39 தொழிற்சாலை நிறுவனங்கள் இச்சட்டத்தின் கீழ் கொண்டு வரப்பட்டன. மாத இறுதியில் இச்சட்டத்தின் கீழ் உள்ள தொழிற்சாலைகள் நிறுவனங்களின் எண்ணிக்கை 5,730 ஆகும்.

1969-ம் ஆண்டு டிசம்பர் மாதத்தில் இத்திட்டத்தின் கீழ் பெறப்பட்ட பல இன வரவுகளின் விவரம் வருமாறு :—

	ரூபாய்.
1 நடப்பு மாத பங்குகளாகப் பெறப்பட்ட தொகை ..	84,89,032.70
2 முந்தின இருப்பு	
3 நிர்வாக/ஆய்வுச் செலவு	3,04,725.67
4 பலவகை வரவு	5,549.48

இச்சட்டத்தின் கீழ் மாத இறுதியில், இருந்த தொழிலாளர்கள்/சந்தாதார்களின் எண்ணிக்கை முறையே 5,78,604 மற்றும் 5,11,627 ஆகும்.

தொழிலாளர் கல்வித் திட்டம்.

1970-ம் ஆண்டு ஜனவரி மாதத்தில் கோயமுத்தூர் தொழிலாளர் பிராந்திய நிலையத்தில் பயிற்சி பெற்ற தொழிலாளர் ஆசிரியர்களின் எண்ணிக்கை 301 மற்றும் பயிற்சி பெற்றுக் கொண்டிருக்கும் தொழிலாளர் ஆசிரியர்களின் எண்ணிக்கை 19 ஆகும். பயிற்சி பெற்றுக்கொண்டிருக்கும் தொழிலாளர்களின் எண்ணிக்கை 506. குறுகிய கால பயிற்சி திட்டத்தின் கீழ் பயிற்சி பெற்ற தொழிலாளர்களின் எண்ணிக்கை 1,096 ஆகும்.

CURRENT NOTES.

SUMMARY OF THE PROCEEDINGS OF THE SPECIAL SESSION OF THE STATE LABOUR ADVISORY BOARD HELD ON 16TH DECEMBER 1969.

The Honourable Minister for Labour presided over the meeting. List of members who attended the meeting is appended.

The Board unanimously resolved—

1. to record the note on the celebrations of the International Labour Organisation Golden Jubilee in Tamil Nadu;

2. to express its sense of gratitude and appreciation on behalf of Labour and Industry and Government in this State to the International Labour Organisation for its services to the cause of Social Justice over the last fifty years;

3. that the International Labour Organisation should in the coming years devote special attention—

(i) to the promotion of agro-industries in the developing countries so as to increase employment opportunities;

(ii) to the allocation of development funds to the Asian Region particularly for technical training in a greater measure in keeping with its population which is more than half that of the world;

(iii) to greater representation for Asians on the staff of the International Labour Organisation Headquarters at the policy-making level and in this field set up in keeping with the needs of the Asian Region;

4. that the above resolutions be conveyed to the International Labour Organisation through its regional representative in New Delhi.

In the course of the discussions the labour representatives also expressed their desire that the Government of India should take early steps to ratify the I.L.O. conventions relating to "40-hour Week" and "Freedom of Association."

LIST OF MEMBERS ATTENDED THE MEETING ON 16TH DECEMBER 1969.

Director, Madras State Transport Department, Transport House, Madras-2.

The Chairman, Employers' Federation of South India, Dore House, Madras-1.

The Chairman, Association of Planters of Tamil Nadu, Coonoor-1.

The Chairman, Tamil Nadu Board of the All-India Manufacturers' Association, 7-15, Haddows Road, Madras-34.

Thiru P. N. Nagaswamy, Personal Officer, Southern Roadways Private Limited, Madurai.

The Chairman, The Indian Engineering Association (Southern Region), North Beach Road, Madras-1.

The President, The Tamil Nadu Small-Scale Industries, Association, 1, Tuckers Lane, Broadway, Madras-1.

Thiru K. M. Sundaram, General Secretary, Tamilnad Trade Union Congress, 6-157, Broadway, Madras-1.

Thiru K. Gurumurthy, President, Simpson Group Companies Workers' and Staffs' Union, 72, Harris Road, Madras-2.

Thiru P. A. Kanniyah Naidu, B.A., B.L., President, Papanasam Labour Union, Vickramasingapuram (via) Ambasamudram.

Thiru M. Adimoolam, President, North Arcot District Tannery Workers' Union, Ambur, North Arcot district.

Thiru Katoor Gopal, General Secretary, Coimbatore District General Workers' Progressive Union, Coimbatore.

Thiru A. Balasubramanian, M.L.A., A3/6, Race Course Colony, Madurai-2.

Thiru P. Veluswamy, M.L.A., Southern Roadways, Universal Road, Tirupur (Singanallur Constituency).

Thiru R. Raman, M.L.C., President, Nilgiris District Estate Workers, Union, Rokeby, Coonoor.

AWARDS AND AGREEMENTS.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

(SPECIAL ORIGINAL JURISDICTION)

Tuesday, the eleventh day of November,

One thousand nine hundred and sixty-nine.

20th day of Kartika 1891 (Saka).

PRESENT :

The Honourable Mr. JUSTICE ISMAIL.

WRIT PETITION No. 1790 of 1969.

Petitioner.

D. C. Diwan Mohideen Sons, 25/235, Old Market, Salem

Versus.

Respondents.

1. The Industrial Tribunal, Madras.

2. The State of Tamil Nadu represented by the Secretary to Government, Labour Department, Madras-9.

3. United Beedi Workers' Union, 32-F, Bretts Road, Salem-1—

Petition under Article 226 of the Constitution of India, praying that in the circumstances stated therein, and in the affidavit filed therewith, the High Court will be pleased to misuse a Writ of Prohibition prohibiting the Industrial Tribunal, Madras from proceeding further with the adjudication of Industrial Dispute No. 30 of 1969 on its file.

ORDER.

This writ petition coming on for hearing on Monday 10th day of November 1969 and on this day upon perusing the petition and the affidavit filed in support thereof, the order of the High Court, dated 24th June 1969 and made herein, and the Counter affidavit filed herein and the records relating to Industrial Dispute No. 30 of 1969 on the file of the first respondent and comprised in the return of the respondents 1 and 2 herein to the writ made by the High Court and upon perusing the arguments of Messrs. K. K. Venugopal, S. Ramalingam and S. V. Ananthapadmanabhan, Advocates for the petitioner and of Mr. T. Satya Dev, the Assistant Government Pleader on behalf of the second respondent and of Mr. N. G. R. Prasad for Messrs. Row Reddy and S. Madhavan, Advocates for the third respondent, the Court made the following order :—

The petitioner herein is a partnership firm engaged in the business of selling beedies, manufacturing the same, according to the affidavit; under the contract system. The third respondent herein, namely the United Beedi Workers' Union presented a charter of demands to various beedi manufacturers including the petitioner herein and one of the demands was for payment of bonus under the provisions of Payment of Bonus Act. The State of Tamil Nadu by G.O. Rt. No. 270, Department of Labour, dated 21st May 1969 referred under section 10 (1) (c) read with the proviso to section 10 (1) (d) of the Industrial Disputes Act, 1947 to the Industrial Tribunal, Madras, the dispute "whether the demand for bonus for 1966 of workmen of establishments mentioned in Annexure VII is justified and if so, to fix the quantum." The petitioner has filed the present writ petition under Article 226 of the Constitution of India praying for the issue of a writ of prohibition prohibiting the Industrial Tribunal, Madras from proceeding further with the adjudication of Industrial Dispute No. 30 of 1969 on its file, which is the number given to the reference made by the Government.

Mr. K. K. Venugopal, learned counsel for the petitioner in support of this writ petition put forward two contentions. The first contention is that the relationship of master and servant does not exist between the petitioner and the beedi workers represented by the third respondent union and therefore the provisions of the Payment of Bonus Act, 1965 do not apply to the present case. The second is that the Beedi and Cigar Workers (Conditions of Employment) Act, 1966 (Central Act No. 32 of 1966) is a complete code in the sense that it exhaustively and exclusively deals with all the rights and conditions of the employment of beedi and cigar workers and therefore the payment of Bonus Act has no application to the workers covered by the said Act. For convenience of reference, I shall hereafter in the course of the judgment refer to the Payment of Bonus Act simply as Bonus Act and the Beedi and Cigar Workers (Conditions and Employment) Act simply as the Beedi Workers' Act.

As far as the first contention is concerned, I am of the view that on the ground put forward by the learned counsel, no writ of prohibition can be issued. Certainly it is open to the petitioner to place before the Industrial Tribunal the necessary facts and materials and to invite the tribunal to come to a conclusion that with reference to the facts of the case, the beedi workers who are members of the third respondent union cannot be said to be employees of the petitioner so as to be entitled to the benefits contemplated by the Bonus Act. The tribunal has jurisdiction to decide that question as a jurisdictional issue for deciding whether the beedi workers are entitled to bonus or not. In view of this, on that ground alone, a writ of prohibition can issue.

On the other hand, with regard to the second contention, Mr. K. K. Venugopal, learned counsel for the petitioner, covered a very wide field in the course of his arguments. He elaborately referred to the provisions contained in both the Acts and contended that the provisions of Beedi Workers Act will clearly show that the provisions of the Act is a complete and self-contained code and that code has not made the Bonus Act, which was in force on the date of its enactment applicable to the beedi workers and consequently the Bonus Act has no application to the beedi workers. For the purpose of this argument, it has necessarily to be assumed that on the facts the Bonus Act will apply to the petitioner's case and only on that assumption the question has to be considered whether there is anything in the Beedi Workers' Act to exclude the applicability of the Bonus Act.

The enactment of the Beedi Workers Act had a fairly long history behind it, with reference to the nature of the industry and the conditions of employment prevailing in the beedi industry. A decision of this Court in Abdul Rahim and State of Madras (1) elaborately refers to the historical background of the Beedi Workers Act. That judgment refers to the appointment by the Government of India in 1944 a committee under the chairmanship of Sri B. V. Rego, I.C.S. to investigate the conditions of industrial labour, the subsequent appointment in 1946 by the Government of Madras of Court of Enquiry into labour conditions in beedi, cigar, snuff, tobacco curing and tanning industries and also the appointment by the State Government of Madras Sri M. A. Natarajan, the Regional Inspector of Factories, for the purpose of assessing the situation in all its aspects against the background of the tendency on the part of employers in beedi industry to resort to device, to circumvent the operation of the Factories Act. After referring to the reports of these committees the Bench of this Court observed as follows with regard to the system adopted in the manufacture of beedies which are there in number :

" Three systems are adopted in the manufacture of beedies. In certain cases, more than one of them is adopted by the same proprietor—

(i) Where the manufacturer is the owner of a factory, workers gather on work under his supervision as his employees;

(ii) the contract system of employment (which is most prevalent) under which the proprietor gives a middleman, called branch managers or contractors, quantities of beedi leaves, tobacco and packing materials, etc. For the articles thus supplied the proprietor fixes his own price, very often at a rate higher than the market rate so that there would not be any temptation for the contractor to divert the tobacco or other articles thus supplied to other traders. The price is debited in the accounts against the contractors but is seldom paid in cash. It is adjusted against the

amounts due to be paid to the contractor on delivering the finished beedies that transaction also taking the form of sale and purchase. What in effect the contractor is paid in the difference between the cost price of materials delivered to him and the sale price of beedies given by him to the proprietor. It is a somewhat curious feature of the trade that even the sale price is not fixed by contract or according to the market rate, but by the proprietor who evidently fixes the same so that it may effect the inflated price of the materials supply by him and allow a margin as remuneration or profit for the contractor. The contractor, on receiving the materials, manufactures beedies—

(i) by employing directly labourers and manufacturing beedies; or

(ii) by distributing the materials amongst the home workers, as they are called mostly women who manufacture beedies in their own homes with the assistance of other members of their family including children.

An out worker is paid on a piece rate.

A third system is also prevalent; the proprietor himself, without the agency of middleman, supplies the tobacco and beedi leaves to the various out workers who roll beedies and are paid at a particular rate. The beedies thus supplied whether to the out workers contractors, are roasted labelled and packed by the proprietor and sold to the public. So much has been established by the admitted facts and previous judgments of the Court of which judicial notice could be taken, and there is no dispute in regard to the same.

With a view evidently to escape responsibility under the provisions of the Factories Act and other labour laws, a large number of proprietors adopt only the contract system. The contractor, in case he engages labourers. Directly, congregates less than the statutory number, that is less than twenty in a particular place, so that the premises might not attract the application of the Factories Act.

There are certain features of the prevailing system which are obvious :—

(i) There is a fragmentation of the places of manufacture of beedies obviously with a view to evade the factories and similar legislations;

(ii) there is no definite relationship of master and servant between the actual worker and ultimate proprietor; the so called branch managers or contractors are very often men of straw; the ultimate employer, namely, the proprietor will not be answerable for the wages of the out workers there being no privity of contract between them;

(iii) a large body of actual workers are illiterate ~~paradah~~ women who could with impunity be exploited by the proprietors and contractors; more distressing than that is the indiscriminate and unentable employment of child labour ;

(iv) the contractor being himself dependent on the proprietor has generally very little means to have any organised system''.

These three systems may be conveniently referred to as the factory system, contract labour system and outworker system. As far as the factory system is concerned, it can be immediately seen that if the conditions prescribed in the Factories Act as well as the other labour legislation will automatically apply. With regard to contract system, the real owners of the trade mark as well as the manufacturers of the beedies try to escape from their obligations under the various legislations by throwing the responsibility on the contractors, whom they claim are independent contractors, while in many cases as a matter of fact, they were only their agents. As far as the third system is concerned, from the very nature of the case, there is no question of the provisions of the Factories Act being applicable to such cases, because the raw materials are supplied to the various individuals who roll the beedies in their respective residences or places of their choice. However the Labour was totally unorganised and most of the workers were illiterate and unaware of their rights. Taking advantage of this situation the manufacturers were able to strike a hard bargain with the workers and the workers did not receive a fair wage for the work done by them. It is with a view to eliminate these abuses and to provide certain safeguards for the beedi workers that the Madras Legislature enacted the Madras Beedi Industrial Premises (Regulation of Conditions of Work) Act, 1958 (Madras Act No. 32 of 1958). It is the validity of this enactment that came up for consideration before this Court in the decision referred to by me already. Excepting to a very small extent, the Bench of this Court upheld the validity of the enactment.

Thereafter, the Government of India took up the matter of enacting a law on the subject on all India basis and introduced a bill which ultimately became the Beedi Workers' Act, 1966. Mr. Venugopal himself a tone stage of his arguments relied on the following statement of objects and reasons appended to the bill, as introduced in the Parliament :—

“ The working conditions prevailing in the beedi and cigar establishments are unsatisfactory. Though at present the Factories Act, 1958 applies to such establishments, there has been a tendency on the part of employers to split their concerns into smaller units and thus escape from the provisions of the said Act. A special feature of the industry is the manufacture of beedis through contractors and by distributing work in the private dwelling houses

where the workers take the raw materials given by the employers or the contractors. Employer-employee relationship not being well defined the application of the Factories Act has met with difficulties. The labour is unrecognised and not able to look after its interests.

2. On or two State Governments passed special Act to regulate the conditions of work of these workers but found themselves unable to enforce the law owing to the fact that the industry is highly mobile and tended to move on to an area wherein such restrictive laws prevailed. It became necessary therefore to have Central legislation on the subject. The Bill seeks to provide for the regulation of the contract system of work. Licensing of beedi and cigar industrial premises and matters like health, hours of work spread over rest periods, overtime, annual leave with pay, distribution of raw materials, etc."

For the purpose of appreciating the arguments of the learned counsel for the petitioner that the Beedi Workers Act is a complete exhaustive and exclusive code dealing with all matters applicable to the terms of employment and conditions of work of the beedi workers, it is necessary to refer to the salient features of the said Act. The preamble to the Act states that it is "an Act to provide for the welfare of the workers in beedi and cigar establishments and to regulate the conditions of their work and for matters connected therewith". The Act itself is called the Beedi and Cigar Workers (Conditions of Employment) Act, 1966—Section 2 (e) of the Act defines "contract labour" as any person engaged or employed in any premises by or through a contractor, with or without the knowledge of the employer, in any manufacturing process. Section 2 (j) defines the expression "employee" as a person employed directly or through any agency, whether for wages or not in any establishment to do any work, skilled, unskilled, manual or clerical and including—

(i) any labour who is given raw materials by an employer or a contractor for being made into beedi or cigar or both at home hereinafter referred to in this Act as "home worker"; and

(ii) any person not employed by an employer or a contractor but worker with the permission of, or under agreement with, the employer or contractor.

Section 2 (g) defines the expression "employer" as—

(a) in relation to contractor labour, the principle employer; and

(b) in relation to other labour, the person who has the ultimate control over the affairs of any establishment or who has by reason of his advancing money, supplying goods or otherwise, a substantial interest in the control of the affairs of any

establishment and includes any other person to whom the affairs of the establishment are entrusted, whether such other person is called the managing agent, manager, superintendent or by any other name. Section 2 (h) defines the expression "establishment" as follows :—

"establishment" means any place or premises including the precincts thereof in which or any part of which any manufacturing process connected with the making of beedi or cigar or both is being or is ordinarily carried on and includes an industrial premises."

Section 2 (i) defines the expression "industrial premises" as follows :—

"industrial premises" means any place or premises (not being a private dwelling house), or including the precincts thereof, in which or in any part of which may industry or manufacturing process connected with the making of beedi or cigar or both is being or is ordinarily carried on with or without the aid of power."

Section 3 provides that save as otherwise provided in this Act, an employer shall use or allow to be used any place or premises as an industrial premises unless he holds a valid licence issued under this Act and so such premises shall be used except in accordance with the terms and conditions of such licence.

Section 4 provides for the procedure for applying for and obtaining licences. Section 5 gives a right of appeal to a person aggrieved by the competent authority refusing to grant or renew a licence or cancelling or suspending a licence. Section 6 enables the State Government to appoint Inspectors for the purposes of this Act and to assign to them such local limits as it may think fit. Section 7 enumerates the powers of Inspectors. Section 8 deals with cleanliness of the industrial premises while section 9 deals with ventilation in respect of the said premises. Section 10 prevents overcrowding in any industrial premises. Section 11 requires an employer to provide latrines and urinals while section 13 requires on him to provide washing facilities. Section 14 deals with creaches to be provided in the industrial premises. Section 15 deals with the first aid to be provided in the industrial premises. Section 16 deals with the provisions of certain canteens in industrial premises.

Section 17 provides that no employee shall be required or allowed to work in any industrial premises for more than nine hours in any day or for more than forty-eight hours in any week :

Provided that any adult employee may be allowed to work in such industrial premises for any period in excess of the limit fixed under this section subject to the payment of overtime wages if the period for work, including overtime work, does not exceed 10 hours in any day and in the aggregate 54 hours in any week.

Section 18 provides for the rate of wages for overtime work. Section 19 provides for intervals for rest and section 20 deals with spread over. Section 21 deals with weekly holidays. Section 22 states that there shall be displayed and correctly maintained in every industrial premises a notice of period of work. Section 23 requires that the hours of work should correspond with such notice. Section 24 prohibits employment of children to work in industrial premises. Section 25 prohibits employment of women or young persons except between 6 a.m. and 7 p.m. Section 26 states that every employee in an establishment shall be allowed in a calendar year leave with wages on a certain basis. Section 27 deals with the rate of wages for such leave period.

Section 28 states—

“ 28 (1) Notwithstanding anything contained in the Payment of Wages Act, 1936 (hereinafter referred to in this section as the said Act), the State Government may by notification in the official gazette—

direct that all or any of the provisions of the said Act or the rules made thereunder shall apply to all or any class of employees in establishment or class of establishment to which this Act applies and on such application of the provisions of the said Act an Inspector appointed under this Act shall be deemed to be the Inspector for the purposes of the enforcement of such provisions of the said Act within the local limits of his jurisdiction.

(2) the State Government may, by a like notification cancel or vary any notification issued under sub-section (1) ”.

Section 29 makes certain special provisions enabling the State Government to permit the wetting or cutting of beedi or tobacco leaves by employees outside the industrial premises on an application made to it by the employer on behalf of such employees and the employer maintaining in the prescribed form a record of the work so permitted to be carried on outside the industrial premises. Sub-section (3) of this section states.

“ (3) Save as otherwise provided in this section, no employer shall require or allow any manufacturing process connected with the making of beedi or cigar or both to be carried on outside the industrial premises :

Provided that nothing in this sub-section shall apply to any labour who is given raw material by an employer or a contractor for being made into beedi or cigar or both at home ”.

Section 30 deals with onus as to age. Section 31 imposes certain restrictions on the employer in disposing with the services of an employee who has been employed for a period of six months or more and in cases where the services of an employee are dispensed with also gives a right of appeal to the aggrieved employees

Section 32 is a penal provision for obstructing the Inspector and section 33 is a general provisions dealing with penalty for offences under the Act. Section 34 deals with offences by the companies.

Section 37 (1) states :

“ The provisions of the Industrial Employment (Standing Orders) Act, 1946 shall apply to every industrial premises wherein fifty or more persons are employed or were employed on any one day of the preceding twelve months as if such industrial premises were an industrial establishment to which that Act has been applied by a notification under sub-section (3) of section 3 thereof, and as if the employee in the said premises were a workman within the meaning of that Act.”

Sub-section (2) of section 37 enables the Government to apply the provisions of the Industrial Employment (Standing Orders) Act, 1946 to any industrial premises wherein less than fifty employees are employed or were employed on any one day of the preceding twelve months, as if such industrial premises were an industrial establishment to which that Act has been applied by a notification under sub-section (3) of section 1 thereof and as if the employee in the said premises were a workman within the meaning of that Act. Sub-section (3) of section 37 provides for the applicability of the Maternity Benefit Act, 1961, subject to certain modifications.

Section 38 is important and it is as follows :—

“ 38. (1) Chapter IV and section 85 of the Factories Act, 1948 shall apply to an industrial premises and the rest of the provisions in that Act shall not apply to any industrial premises.

(2) Nothing contained in any law relating to the regulation of the conditions of work of workers in shops or commercial establishments shall apply to any establishment to which this Act applies.

Similarly sub-sections (1) and (2) of the section 39 are also important and they are as follows :—

“ 39 (1) The Provisions of the Industrial Disputes Act, 1947 shall apply to matters arising in respect of every industrial premises.

(2) Notwithstanding anything contained in sub-section (1) a dispute between an employer and employee relating to—

(a) the issue by the employer of raw materials to the employees.

(b) the rejection by the employer of beedi or cigar or both made by the employee.

(c) the payment of wages for the beedi or cigar on both rejected by the employer.

Shall be settled by such authority and in such summary manner as the State Government may by rules specify in this behalf".

Section 40 (1) of the Act is :

" The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in the terms of any award, agreement or contract of service whether made before or after the commencement of this Act :

Provided that where under any such award, agreement, contract or service or otherwise an employee is entitled to benefits in respect of any matters which are more favourable to him than those to which he will be entitled to under this Act, the employee shall continue to be entitled to the more favourable benefits in respect of that matter notwithstanding that he receives benefits in respect of other matters under this Act."

Section 40 (2) states :

" Nothing contained in this Act shall be construed as precluding any employee from entering into an agreement with an employer for granting him rights or privileges in respect of any matter which are more favourable to him than those to which he would be entitled under this Act."

Section 41 gives power to the State Government to exempt any class of industrial premises or class of employers or employees from all or any of the provisions of this Act or of any rules made thereunder. Section 42 authorises the Central Government to give directions to a State Government as to the carrying into execution of the provisions of this Act. Section 43 states that nothing contained in this Act shall apply to the owner or occupier of a private dwelling house who carries on any manufacturing process in such private dwelling houses with the assistance of the members of his family living with him in such dwelling house and dependants on him : Provided that the owner or occupier thereof is not an employee of an employer to whom this Act applies. Section 44 confers power on the State Government to make rules for carry out the purposes of this Act.

It is with reference to these provisions of this Act, the contention of Mr. Venugopal is that the Act has made detailed and elaborate provisions dealing with all aspects of the employment of beedi workers and it has also provided that other Acts should apply to the industrial premises or to the beedi workers working therein and the Bonus Act not being one such Act made applicable to the industrial premises and the beedi workers it does not apply to the beedi workers. In support of his contention, the learned counsel relied upon the language in the proviso to section 40 (1) of the Act, which I have already extracted and I shall deal with this contention after referring to the salient provisions contained in the Bonus Act.

Now, coming to the provisions of the Bonus Act, by section 1 (3) it is made applicable to every factory and every other establishment in which twenty or more persons are employed on any day during an accounting year.

This Act so defines the expressions, " employee " " employer " " establishment in private sector " and " establishment in public sector " and lays down elaborate provisions for computation of gross profits computation of available surplus, sums to be deducted from the gross profits and the calculation of direct tax payable by the employer Section 8 of the act state :

" Every employee shall be entitled to be paid by his employer in an accounting year, bonus, in accordance with the provisions of this Act provided he has worked in the establishment for not less than thirty working days in that year."

Section 10 deals with the payment of minimum bonus, while section 11 deals with the payment of maximum bonus. Section 32 enumerates certain employees to whom the provisions of this Act will not apply.

Section 34 (1) states :

" Save as otherwise provided in this Section the provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in the terms of any award, agreement, settlement of contract of service made before the 29th May 1965 "

Now, to consider the argument of Mr. Venugopal the first thing to be noticed is that the Beedi Workers Act has made positive provisions for certain matters, and has also made certain other enactments applicable. Not merely the Act has made provisions for certain other enactments applicable, but has also expressly stated as to which other enactments will not apply. It is in this context alone I have mentioned that the provisions contained in section 38 of the Beedi workers Act are important. Section 38 (1) in addition to providing for the applicability of chapter IV and section 85 of the Factories Act to an industrial premises, also states that the other provisions of that Act shall not apply to any industrial premises. Sub-section (2) of section 38, as extracted already states that nothing contained in any law relating to the regulations of the conditions of work of workers in shops or commercial establishments shall apply to any establishment to which this Beedi workers Act applies. Consequently, it has to be considered whether, by implication, the applicability of the Bonus Act has been excluded. Admittedly there is no express provision in the Beedi Workers Act excluding the applicability of the Bonus Act. The argument of Mr. Venugopal is that the Bonus Act is of the year 1965 while the Beedi Workers Act is of the year 1966 and therefore,

at the time when the Parliament was fully aware of the existence of the Bonus Act and if the intention of the Parliament was to apply the Bonus Act to the industrial premises and the workers covered by the Beedi Workers Act, it would have positively said so. In my opinion, this argument really begs the question. As I have pointed out already, for the purpose of considering this argument of Mr. Venugopal, I am assuming that with reference to the facts of the petitioner's case, the Bonus Act applies. Therefore so long as the statute applies to a particular case, any argument as to the exclusion of applicability of that enactment has to be founded either on an express provision or on necessary implication. As far as The Beedi Workers Act is concerned, admittedly there is no express provision excluding the applicability of the Bonus Act. The only other question is, is there anything in that enactment, namely, the Beedi Workers Act, by the very nature of it, necessarily implying exclusion of the Bonus Act. I am of the opinion that there is no such compelling circumstance or provision in the Beedi Workers Act which will necessarily lead to the inference and conclusion that the Parliament intended to exclude the applicability of the Bonus Act to the Beedi Industrial premises and the Workers covered by that enactment. Mr. Venugopal conceded before me that the minimum Wages Act, even though not expressly excluded by the Beedi Workers Act, will apply to the beedi workers. If so, I am unable to see why the Bonus Act should not apply to the beedi workers. Mr. Venugopal contended that the Minimum Wages Act deals only with the rate of minimum wages payable, while there is provision in the Beedi workers Act itself for payment of wages as such. Mr. Venugopal was unable to draw my attention to any express provision contained in the Beedi Workers Act, dealing with the payment of wages to the workers as such. No doubt there are provisions for fixing the hours of work, paying wages during leave period and providing for weekly holidays, but there is no specific and express provision regarding payment of wages to the workers.

Mr. Venugopal learned counsel for the petitioner, in this context relied on section 28 of the Beedi Workers Act enabling the State Government to issue a notification applying the provisions of the Payment of Wages Act, 1936 to the Beedi Industrial premises. That section is merely an enabling provision and if the State Government does not issue a notification pursuant to the power conferred upon it under the Payment of Wages Act, 1936 to the Beedi Industrial premises That Section is merely an enabling provision and if the State Government does not issue a notification pursuant to the powers conferred upon it under the Payment of Wages Act, 1936 read with section 28 of the Beedi Workers Act, it cannot be contended that the Beedi Workers Act itself contains provisions for the payment of the wages. That is one reason why I am unable to accept the contention of Mr. Venugopal learned counsel for the petitioner, on this aspect.

Another aspect is that whenever the Beedi Workers Act contemplated that any particular statute or any particular set of provisions of any statute should not apply to the Beedi industrial premises or the workers covered by enactment the statute has expressly stated so, as in section 38 of the said Act. Thus it is clear that whenever the Parliament intended to exclude the applicability of any particular statute or any particular set of provisions in a statute to the beedi workers, it has in specific and express terms provided to that effect. This fact also emphasises that apart from those statutes and statutory provisions expressly excluded, no other statute or statutory provision was intended to be included.

Mr. Venugopal sought to reinforce his argument, with reference to the language contained in the proviso to section 40 (1) of the Beedi Workers Act. I have already extracted that section as well as the proviso. From the use of the word 'Such' in the proviso, it is clear that the proviso is really an exception to the main provision of section 40 (1). The proviso carry not something from what is covered by the main part of section 40 (1). For the applicability of the main part of section 40 (1), the condition prerequisite is that, there must be inconsistency between the provisions of the Beedi Workers Act and any other law. Can it be contended that there is any inconsistency between the Beedi Workers Act and Bonus Act. As far as the provisions of the Beedi Workers Act are concerned, there is absolutely nothing which conflicts with or which is consistent with anything that is contained in the Bonus Act. Only when there is any inconsistency between the provisions contained in the Beedi Workers Act and any other law, to the extent of that inconsistency, the provisions contained in the Beedi Workers Act will prevail. If there is no question of section 40 (1) being attracted and the result will be that both the Beedi Workers Act and the other enactment will simultaneously apply and operate. Hence, I am unable to accept the argument of Mr. Venugopal that because of the omission of the word 'law' in the proviso to section 40 (1) while the main part of section itself uses that expression, it must be held that the applicability of the provisions of the Bonus Act has not been preserved.

In support of his contention, Mr. Venugopal relied on several decisions and I shall refer to them. The first decision relied on by him is a Full Bench decision of the Allahabad High Court in (Mahant). Shantha and Gir Chela and another VS (Mahant) Basudevanand (2)). That decision had to consider the scope of the Legal Practitioners Act as against the inherent powers of the High Court to deal with the legal practitioner before it. In that context, a learned judgment of the High Court observed—

"I have already referred to the successive enactments dealing with legal practitioners. An intention to codify the law on that subject is clearly discernable even in earlier Acts. Act 18 of 1879

(Legal Practitioner's Act) consolidated and defined all powers of a disciplinary character which it was intended the High Court should exercise over legal practitioners. The object of the Act as noted in the very first line is 'to consolidate and amend the law relating to legal practitioners'. The preamble recites the expediency to amend and consolidate such law. It should be noted that it does not merely consolidate previous enactments but the 'law' on the subject. Further it does not merely consolidate pre-existing law, but also 'amends' it which taken with consolidation of it implies both addition to and derogation from the pre-existing law. It follows that it is a complete code in itself as regards the subject it deals with.

As observed by their Lordships of the Privy Council :

"the object of codification of a particular branch of law is that on any point specifically dealt with by it such law should be sought for in the codified enactment and ascertained by interpreting the language used therein; *Horindra Nath Sarcar V. Kamal Basme Dasi* (1896) 23 I.A. at P. 26.

Similarly their Lordships observed in *Gokul Mandar V. Padma-rand Singh* (1902) 29 I.A. 196 at P. 202 that—

the essence of a code is to be exhaustive on the matters in respect of which it declares the law and it is not the province of a Judge to disregard or go outside the letter of the enactment according to its true construction".

That the legal practitioners act is a complete code as regards pleaders, Mukhtars and revenue agents will be apparent on a cursory glance at its provisions".

Thereafter the learned Judges proceeded to examine the provisions of the Act and came to the conclusion that 'to concede power outside the act would be to stultify its provisions'. One comment I wish to make on the decision relied on by the learned counsel for the petitioner is that whether a particular statute is a complete code on the matter with reference to which law has been made will depend upon the provisions of the Act and there cannot be any hard and fast rule applicable to all statutes. Secondly, as pointed out by the judgment referred to above, there were express provisions in the statute itself and to quote the learned Judge to concede power outside the Act would be to stultify its provisions'. But as far as the present case is concerned, to apply the Bonus Act to the beedi workers will not stultify any provisions contained in the Beedi workers Act and therefore I am unable to see any relevancy of this decision of the Allahabad High Court to the present case before me.

The next case relied on by the learned counsel is *Gopi Chand v. Muhammad Umar and others* (3) and the passage relied on is :—

"It goes without saying that the Evidence Act is a Code in itself and according to the principles of interpretation laid down by their lordships in various rulings a code is to be taken as an exhaustive treatise on the subject with which it deals and the law is to be looked for within the four corners of the provisions.

So far as the present case is concerned, what exactly is the 'subject' dealt with by the Beedi Workers Act. As I have pointed out already, there is absolutely no provision whatever dealing with the payment of bonus to beedi workers in that enactment. The preamble and the provisions of that Act do not show that the said Act was intended to deal exhaustively and exclusively with all matters relating to the terms of employment, benefits, rights and conditions a beedi worker is intended or expected to have to work under. In view of this feature, I do not think that this decision also is of any avail to support the contention of the learned counsel for the petitioner.

The next case relied on by Mr. Venugopal is *Sanghavi Jeevraj Ghewar Chand and others v. Secretary, Madras Chillies, Grains and Kinrana Merchants Workers Union and another* (4). This decision of the Supreme Court dealt with the very Bonus Act with which this case is concerned. Two appeals C.A. No. 1630 of 1967 and C.A. No. 1721 of 1967 were dealt with by the Supreme Court in the above decision. In C.A. No. 1630 of 1967 the workmen engaged by certain chillies and kirana shops in Madras and who were members of the respondent union made a demand for bonus for the year 1964-65 equivalent to four months' wages and conciliation proceedings having failed the dispute was referred to the Industrial Tribunal, Madras. In C.A. No. 1721 of 1967 the appellant company was admittedly an establishment in public sector to which section 20 of the Payment of Bonus Act did not apply. In both the case, the tribunal held that the Act did not apply,—in the first case by reason of section 1 (3) and in the other by reason of section 32 (x)—and still it held that the employee were entitled to claim bonus and awarded their claims. It is this decision of the tribunal which was the subject-matter of challenge before the Supreme Court. The Supreme Court itself posed the question for its determination in the following terms :

"The question for decision in both the appeals is whether in view of the non-applicability of the Act to establishments, not being factories and which employ less than 20 persons therein as the appellants in Appeal No. 1630 of 1967 are, and the exemption of employees in an establishment in public sector though employing more than 20 persons as the Appellant-company in Appeal No. 1721 of 1967 is under Section 32(x) of the Act, the employees in both these establishments could claim bonus dehors the Act."

The conclusion of the Supreme Court was :

" Considering the history of the legislation, the background and the circumstances in which the Act was enacted the object of the Act and its scheme, it is not possible to accept the construction suggested on behalf of the respondents that the Act is not an exhaustive Act dealing comprehensively with the subject matter of bonus in all its aspects or that Parliament still left it open to those to whom the Act does not apply by reason of its provisions whether as to exclusion or exemption to raise a dispute with regard to bonus through industrial adjudication under the Industrial Disputes Act or other corresponding law."

It has to be mentioned in this context that prior to the enactment of the Bonus Act, 1965 there was no statute providing for payment of bonus to workers. The right to claim bonus was evolved as a result of industrial adjudication by the decision of the Industrial Tribunals on disputes being raised between employers and workmen and the same being referred to the Tribunals. It is against this background the Supreme Court in the judgment in question pointed out :

" As already seen, there was until the enactment of this Act no statute under which payment of bonus was a statutory obligation on the part of an employer or a statutory right therefore of an employee. Under the Industrial Disputes Act, 1947 and other corresponding Act, workmen of industrial establishments as defined therein could raise an industrial dispute and demand by way of bonus a proportionate share in profits and Industrial Tribunals could under these Acts adjudicate such disputes and oblige the employers to pay bonus on the principle that both capital and labour had contributed to the making of the profits and, therefore, both were entitled to a share therein. The right to payment of bonus and the obligation to pay it arose on principles of equity and fairness in settling such disputes under the machinery provided by the Industrial Acts and not as a statutory right and liability as provided for the first time by the present Act. In providing such statutory liability. Parliament laid down a statutory formula on which bonus would be calculated irrespective of whether the establishment in question has during a particular accounting year made profit or not. It can further lay down that the formula it has evolved and the statutory liability it provides in the Act shall apply only to certain establishments and not to all. Since there was no such statutory obligation under any previous Act, there would not be any question of Parliament having to delete either such obligation or right. In such circumstances, since Parliament is providing for such a right and obligation for the first time there would be no question also of its having to insert in the Act an express provision of exclusion. In other words, it has not to provide by express words that henceforth no bonus shall be payable under the Industrial Disputes Act or other corresponding Act as those Acts did not confer any statutory right to bonus."

This decision of the Supreme Court was relied on both by Mr. Venugopal as well as by Mr. Prasad appearing for the third respondent. Mr. Venugopal relied on this decision in support of his contention for two reasons. The first reason is that the Supreme Court has come to the conclusion that the Bonus Act constituted a complete and exhaustive code dealing with bonus and therefore there cannot be any claim for bonus donors the statute. The second reason is that the Supreme Court has taken this view, notwithstanding the fact that the workers in establishment to which this Act has no application, by virtue of Section 1 (3) of the Act, will not get the benefit of the payment of bonus after the enactment of this Act, though prior to its enactment, by industrial adjudication, the workers of such establishments were also held to be entitled to the payment of bonus. I am of the view that neither of these reasons supports his arguments in the present case. The first thing is to find out what exactly is the subject-matter which the Beedi Workers Act has exhaustively and exclusively dealt with. In the case of Bonus Act, one can identify the subject on which the legislation has exhaustively and exclusively made provision. That is bonus. In the case of Beedi Workers Act, it cannot be contended that there is any particular subject matter on which the enactment constitutes a complete exhaustive and exclusive code. As I have already pointed out that enactment deals with several matters such as hours of work, leave spread over, overtime wages, weekly holidays leave wages, prohibition of employment of young persons or women during certain hours, provisions for cleanliness latrine, etc., and in view of these various provisions called out, gathered and taken from different statutes put together it is not possible to hold that the Beedi Workers Act is a complete code on any particular subject-matter. Mr. Venugopal taking the clue from the preamble to the enactment of the Beedi Workers Act contended that it is a complete code of the welfare of the workers in beedi and cigar establishments and conditions of their work. Even assuming that it is a complete code for the welfare of the workers and conditions of their work. I am unable to hold that the payment of Bonus is included within either of these two expressions. I have already referred to the fact that the Beedi Workers Act itself does not make specific or express provision for payment to wages, such less any provision for payment of bonus. Therefore, it is not possible to predicate any particular subject with reference to which the Beedi Workers Act can be said to be an exhaustive and exclusive code. Adopting and following the language of the Supreme Court in the decision referred to, I hold that considering the history of the legislation, background and the circumstances in which the Beedi Workers Act was enacted, the object of the Act, and its scheme, it is not possible to accept the contention that the Beedi Workers Act constitutes an exhaustive, exclusive and complete code on all matters relating to the terms of employment, rights, benefits, conditions of work and welfare of the beedi workers.

As far as the second ground is concerned, that is advanced by the learned counsel for the petitioner in view of the following peculiar feature. That peculiar is that with reference to the three systems prevailing in the beedi industry, except with regard to the first system namely, the factory system, the relationship of the master, and servant was not held to be existing in previous decisions and therefore prior to the enactment of the Bonus Act, the only section of the Beedi workers which could have claimed bonus by raising an industrial dispute and having it adjudicated upon by Industrial Tribunal was that which was working under the factory system and not the workers working under the other two systems. To hold that the Bonus Act is applicable to all the beedi workers is to make the payment of Bonus available to the workers under all the three systems. On the other hand, to hold that the Bonus Act has no application to the beedi workers, is to take away the right which the workers working under the factory system had under the provisions of the Industrial Disputes Act. It is against this background, the learned counsel had to meet the point whether it could have been the intention of the Parliament to take away the right to bonus which the workers working under the factory system admittedly had, with reference to the provisions contained in the Industrial Disputes Act. Only to answer this point, the learned counsel relied on the decision of the Supreme Court. I am of the view that this decision does not meet the objection. As far as the Bonus Act is concerned, there is express provision contained in Section 1 (3) that it applies only to establishments in which 20 or more persons are employed on any day during an accounting year. Consequently by its very terms, it does not apply to any other establishment. On the other hand, in the Beedi Workers Act there is no such express provision. All that the learned counsel wants to infer is that by implication that right which the beedi workers working under the factory system were previously enjoying had been taken away in return for the other workers working under the other two systems getting the benefit of the other provisions of the Beedi Workers Act. I am unable to accept this agreement. More so, when this argument is not only not based on any express provision in the statute but is also against the very spirit and scheme of the Act.

It is only here Mr. Prasad relied on the following sentence in the judgment of the Supreme Court already extracted by me :—

“ In such circumstances, since Parliament is providing for such a right and obligation for the first time there would be no question also of its having to insert in the Act an express provision of exclusion.”

The argument of the learned counsel is that in the absence of express provision excluding the applicability of the Bonus Act to the Beedi industrial premises and the workers covered by the Beedi

Workers Act no inference can be drawn that the bonus Act does not apply. For the reasons I have already indicated, there is absolutely no scope for drawing any inference that from the terms of the Beedi Workers Act, it must be concluded that the Parliament intended to exclude the applicability of the Bonus Act to the beedi industrial premises and the workers to which that Act applies.

Moreover, the preamble to the Bonus Act states that the said Act is “ to provide for the payment of bonus to persons employed in certain establishments ”. The expression “ payment of bonus to persons employed in certain establishments ” is a definite one and therefore the enactment on the subject can be said to be a self-contained and exhaustive code, even though there is no express provision excluding the applicability of other enactments. On the other hand, the preamble to the Beedi Workers’ Act, as I have already pointed out, states that it is “ an Act to provide for the welfare of the workers in beedi and cigar establishment and to regulate the conditions of their work and for matters connected therewith ”. The expressions “ welfare of the workers ” and “ conditions of their work ” are elastic and expensible in nature and content cannot be ascertained as to what are the aspects and ingredients that are necessarily and exclusively comprehended by the said expression. Therefore it is not possible to content that simply because there has been an enactment dealing with these matters, that enactment is a self-contained and exhaustive enactment and by virtue of this character it excludes the applicability of other enactments. If there is an express provision excluding the other enactments, it will be a different matter. As I have pointed more than once, there is no such express provision in the Beedi Workers’ Act excluding the applicability of the Bonus Act. However, the contention is, that the provisions and the scheme of the Beedi Workers Act, show that it is a self-contained and exhaustive code and therefore it excludes the applicability of the Bonus Act. Whether an Act is exhaustive on a particular subject matter will depend upon several factors and circumstances, such as the subject matter dealt with and the actual provisions made in the enactment. The subjects of “ Welfare of the workers ” and “ conditions of their work ” are not such as to lead to the necessary and inevitable inference that a particular enactment thereon is an exhaustive and self-contained one so as to exclude the applicability of any other enactment, except to the extent the Act itself may expressly provide to that effect.

For these reasons, I hold that that the petitioner has not made out any ground for issuing a writ of prohibition.

On the second ground, I have come to the conclusion that the applicability of the Bonus Act is not excluded on the basis of the argument of the learned counsel that the Beedi Workers Act is an exhaustive and exclusive code dealing with all the rights of the

beedi workers. However, I have not decided anything with regard to the merits of the petitioner's case, namely whether, with reference to the nature of the relationship said to be existing between the petitioner and the beedi workers, the Bonus Act can be applied to the petitioner's case or not. That is left open to the petitioner, if he is so advised, to urge before the tribunal and invite the tribunal to come to a decision thereon, since that is a matter which is within the jurisdiction of the tribunal and the tribunal is competent to decide the same as a jurisdictional issue after taking evidence, if necessary.

Hence, the writ petition fails and is dismissed. There will be no order as to costs.

THE INDUSTRIAL COURT REPORTER

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**THE COMMISSIONER OF LABOUR AND
DIRECTOR OF EMPLOYMENT
TARDEO, BOMBAY-34—WB
(INDIA)**

MARCH OF EVENTS FEBRUARY 1970.

1. Wage Panel Proposals for Road Transport Men.—The Union Government has accepted the recommendations of the Central Wage Board for road transport workers which will come into effect from April 1, 1969. The Board, which was headed by Thiru P. R. P. Sawhney, submitted its report to the Government on November 19 last. The Government has taken note of the Board's suggestion that since its recommendations are unanimous, they may be enforced statutorily.

The Board has recommended a minimum wage of Rs. 125 for an unskilled worker of an employers owning five or less than five vehicles, Rs. 130 for an unskilled worker of employers owning more than five but less than 25 vehicles and Rs. 135 of employer's owning 26 or more vehicles. Another important recommendation is the compulsory introduction of the gratuity scheme for all regular and permanent employees in an establishment.

2. Proposals for Dock Workers Wage Board accepted.—The tripartite conference which met at New Delhi to consider the recommendations of the Central Wage Board for port and dock workers at major ports has agreed that unskilled workers at the ports of Bombay, Madras and Calcutta would get a minimum monthly wage of Rs. 202, at Marmagao Rs. 190, at Cochin and Visakhapatnam Rs. 187 and Kandla and Paradeep Rs. 172. The conference has also accepted all the unanimous and major recommendations of the wage board.

Thiru Jagjivan Ram, Union Labour Minister, presided over the conference which was attended by Thiru K. Kaghuramiah, Minister for Transport and shipping, as also representatives of three port and dock workers federation.

The recommendations of the wage board will take effect from January 1, 1969. The recommendations would benefit two lakh port and dock workers. The recommendations will be valid for five years.

3. Care to supply Family Planning Aids to Workers.—The CARE organisation which has launched the industrial freeing programme, has also sponsored a scheme for the free supply of family planning aids to industrial workers in Tamil Nadu.

Disclosing this to newsmen at Arni, the Hon'ble Minister for Labour, Thiru K. Vezhavendan, said there is encouraging response both from the managements and workers to the industrial feeding programme implemented in 18 factories in the State with assistance from the CARE organisation benefiting over 10,000

workers. He said the CARE had promised to supply about Rs. one crore worth of food articles for the programme when more industries would be brought under the scheme.

4. *Power Board Engineers' Pay to be revised.*—The Tamil Nadu Government has accepted in principle that there is a case for revision of pay scales of the engineers of the State Electricity Board and their demands should be met "to a large extent".

Disclosing it at Madras the Hon'ble Minister for Electricity, Thiru O. P. Raman, said, in a statement, this was the outcome of the discussions the Chief Minister had with him and the Chairman of the Board, following the representations made to him by the Engineers' Association.

5. *Provident Fund Contribution Default.—Stern Action sought.*—Members of Parliament attached to the Consultative Committee meeting of the labour and employment urged the Government to take stringent measures against defaulting employers to recover provident fund arrears.

The meeting which was presided over by the Union Labour Minister, Thiru Jagjivan Ram, was told that delay on the part of the employers to forward the employees' contributions to the appropriate authorities was treated as misappropriation under the rules and that defaulting employers were penalised for the same. The recovery proceedings of the arrears as well as prosecution of the defaulting employers were simultaneously initiated.

The meeting also discussed the report of the National Labour Commission.

6. *I.L.O. Conference—Trade Union rights to be discussed.*—The International Labour Organisation (I.L.O.) has observed that the free exercise of basic trade union rights is impossible where a series of civil liberties are not recognised and protected.

In a report just published, the I.L.O. analyses the existing international safeguards which seek to define and safeguard the civil liberties which have a bearing on trade rights. The I.L.O. report will serve as a basis for discussion on trade union rights and their relations to civil liberties at the 54th session of the International Labour Conference in Geneva in June.

The report stresses the need for general ratification of the international covenant on civil and political rights which according to the I.L.O. will greatly strengthen its own action for the protection of trade union rights. It has been pointed out in the report that while the freedom of association and protection of the right to organise convention has been ratified by 77 member-countries, the right to organise and collective bargaining convention has been ratified by 99 States leaving 45 and 33 countries yet to take action on the conventions respectively.

The I.L.O. is of the view that still wider ratification of these two conventions would clearly strengthen the action of the I.L.O. for the protection of trade union rights.

7. *Committee for Power Staff Wage Revision.*—The Tamil Nadu Electricity Board has constituted a committee which includes representatives of the recognised unions to negotiate and settle the question of wage revision based on the recommendations of the Wage Board. The committee is expected to complete its work before March 31.

8. *Settlement between the Management and Workers of the Buckingham & Carnatic Mills, Madras.*—The dispute between the Workers and the Management of Buckingham & Carnatic Mills (Binny Limited), Madras with reference to the recruitment of Punch-Operators was settled following conciliatory talks before the Commissioner of Labour, Madras.

9. *Settlement between the Management and Workers of the Standard Motor Products of India Limited, Madras.*—The dispute between the workers and the Management of the Standard Motor Products of India Ltd., Madras over the issue as to whether the President and Secretary of the Standard Motor Products of India Limited Employees Union have the right of being exempted from their normal duties in the factory led to a strike when their wages for January, 1970 was withheld. As a result of good offices of the Minister for Labour and conciliation by the Commissioner of Labour, Madras a settlement was reached and it was agreed to refer the said issue for arbitration. On the basis of the settlement it was agreed to resume work on 27th February 1970.

CURRENT LABOUR LITERATURE

FEBRUARY 1970.

1. V. S. BHATIA, Modern Management Practices needed in Industrial Associations; (*Capital*, 12th February 1970—pages 263—264).

2. DR. BANSI DHAR, Industrial Disputes Act and Factum of Closure (Labour Bulletin; Vol. XXX 2; February 1970).

3. C. B. GUPTA, Labour—An important factor in Productivity; (Labour Bulletin; Vol. XXX No. 2; February 1970).

4. FAKHRUDDIN ALI AHMED, Higher Productivity key to better life; (Labour Bulletin; Vol. XXX No. 2; February 1970).

NOTIFICATIONS.

APPLICATION OF PROVISIONS OF EMPLOYEES' PROVIDENT FUNDS ACT TO CERTAIN ESTABLISHMENTS.

Fort St. George, August 12, 1969.

II-1 No. 5797 of 1969

The following notifications of the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), dated New Delhi, the 24th December 1968, are republished :—

G.S.R. No. 2233.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government after making necessary enquiry into the matter hereby specifies every establishment of—

- (1) Attorneys, as defined in the Advocates Act, 1961 (25 of 1961).
- (2) Chartered or Registered Accountants, as defined in the Chartered Accountants Act, 1949 (38 of 1949).
- (3) Cost and Works Accountants within the meanings of the cost and works Accountants Act, 1959 (23 of 1959).
- (4) Engineers and Engineering Contractors not being exclusively engaged in building and construction industry ; and
- (5) Architects,

in which fifty or more persons are employed, as an establishment to which the said proviso shall apply with effect from the 1st January 1969.

G.S.R. No. 2235.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies every establishment which is a factory engaged in the manufacture of any of the items mentioned in the schedule below, and in which fifty or more persons are employed, as an establishment to which the said proviso shall apply with effect from the 1st January 1969.

SCHEDULE.

- (1) Aerated water, soft drinks or carbonated water;
- (2) Distilling and rectifying of spirits (not falling under industrial and power alcohol) and blending of spirits;
- (3) Paint and varnish;
- (4) Pickers; and
- (5) Milk and milk products.

**SUBMISSION OF MONTHLY RETURNS BY EMPLOYEES
OF CERTAIN ESTABLISHMENTS TO REGIONAL
PROVIDENT FUND COMMISSIONER UNDER
EMPLOYEES' PROVIDENT FUNDS ACT.**

Fort St. George, August 21, 1969.

II-1 No. 5799 of 1969

The following notification of Government of India, Ministry Labour, Employment and Rehabilitation (Department of Labour and Employment), dated New Delhi, the 8th May 1968, republished :—

S.O. No. 1741.—In pursuance of clause (a) of sub-section of section 17 of the Employees' Provident Funds Act, 1952 (1952), the Central Government hereby directs that the employer in relation to establishments that have been granted, exempt under sub-section (1) of section 17 thereof, shall submit a monthly return to the Regional Provident Fund Commissioner by twenty-fifth of the month following that to which it relates in *pro forma* set out in the schedule annexed to this notification.

THE SCHEDULE.

Monthly return to be made by establishments, exempted under section 17 (1) of the Employees' Provident Funds Act, 1952, for the month of—

Name of Establishment :

Code No :

Section under which exemption granted ... 17(1)(a)/17(1)(b)

1. Subscribers—

- (i) Number of subscribers on the last date of the previous month
- (ii) Number of subscribers enrolled during the month
- (iii) Number of subscribers who have ceased to pay contributions during the month on account of cessation of employment ...
- (iv) Number of subscribers on the last day of the month
- (v) Total number of employees in the establishment on the last date of the month.

2. Initial accumulations—

- (i) Accumulations prior to the commencement of the Acts.
- (a) Total net accumulations prior to the commencement of the Act
- (b) Amount invested out of (a)
- (c) Balance remaining uninvested as on the date of applicability
- (ii) Contribution from the date of the application of the Act to the preceeding month
 - (a) Employers' contribution
 - (b) Employees' contribution
 - (c) Total

(Note.—Item 2 is required to be filled in when the return is made for the first time).

3. Wages and contributions—

- (i) Total amount of gross wages liable to provident fund contributions (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concession admissible thereon)
- (ii) Total contributions realised during the month :
 - (a) Employers'
 - (b) Employees'
 - (c) Total
- (iii) Amount of contributions transferred to the board of trustees and the date of transfer

4. Other income during the month—

- (i) Interest on investments
- (ii) Repayment of loans
- (iii) Other income
- (iv) Total of (i), (ii) and (iii)

5. Payments—

(i) Claims	...	...	...
(ii) Loans and advances	...	...	...
(iii) Other payments	...	...	...
(iv) Total of (i), (ii) and (iii)	...	...	...

6. Amount available for investment—

Total of (i), (ii) and (iii)	...	...	...
(i) Uninvested/amount brought forward from preceding month	...	...	...
(ii) Amount specified against item 3(ii)(c)	...	...	...
(iii) Amount specified against item 4(iv)	...	...	...
Less (iv) Amount specified against item 5(iv)	...	...	...
(v) Net amount available for investment	...	...	...
(vi) Amount invested during the month	...	...	...
(vii) Amount lying uninvested at the end of the month	...	...	...

7. Investment during the month—

(a) In Central Government Securities or in Savings or other Certificates issued by the Central Government	...	...	...
(b) In State Government Securities	...	...	...
Total	...	...	...

Note.—The aggregate of (a) and (b) should tally with the amount specified against item 6 (vi).

8. Inspection charges—

(i) Past dues, if any	...	...	...
(ii) Due for the month	...	...	...
(iii) Amount paid and the date of payment	...	...	...
(iv) Balance to be paid	...	...	...

Date :

Signature of Employer.

INVESTMENT OF ACCUMULATIONS OUT OF PROVIDENT FUND CONTRIBUTIONS, ETC., UNDER EMPLOYEES' PROVIDENT FUNDS SCHEME.

FORT ST. GEORGE, AUGUST 12, 1969.

II-1 No. 5805 of 1969.

The following notification of the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), dated New Delhi, the 28th March 1969, is republished :—

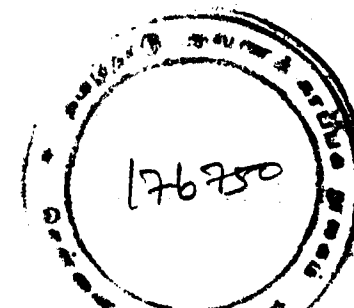
S.O. 1232.—In exercise of the powers conferred by subparagraph (1) of paragraph 52 of the Employees' Provident Funds Scheme and in supersession of the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2877, dated the 22nd August 1968, the Central Government hereby directs that accumulations out of provident fund contributions, interest and other receipts as reduced by obligatory out goings, shall be invested in accordance with the following pattern, namely :—

(i) in Central Government securities—not less than 50 per cent; and

(ii) the balance in securities created and issued by State Governments, Small Savings and other securities guaranteed by the Central or State Governments.

2. All reinvestments of provident fund accumulations (whether invested in securities created and issued by the Central Government or in savings certificates issued by the Central Government or in securities created and issued by a State Government) shall also be made according to the pattern mentioned in paragraph 1 above.

3. The above pattern will be in force for the period from the 1st April 1969 to the 31st March 1970.



**CERTAIN INDUSTRIES ADDED TO SCHEDULE 1 TO
EMPLOYEES' PROVIDENT FUNDS ACT.**

Fort St. George, August 13, 1969.

II-1 No. 5806 of 1969.

The following notification of the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), dated New Delhi, the 22nd, April 1969, is re-published :—

G.S.R. 1018.—Whereas the Central Government is of opinion that a provident fund scheme should be framed under the Employees' Provident Funds Act, 1952 (19 of 1952), in respect of the employees of the ferro-manganese industry;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby adds the said industry to Schedule I to the said Act.

This notification shall come into force on the 30th April 1969.

**DIRECTION TO CERTAIN EMPLOYERS REGARDING
TRANSFER OF MONTHLY PROVIDENT FUND CON-
TRIBUTIONS, ETC., UNDER EMPLOYEES' PROVI-
DENT FUNDS ACT.**

FORT ST. GEORGE, AUGUST 12, 1969.

II-1 No. 5918 of 1969.

The following notification of the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), dated New Delhi, the 28th March 1969, is re-published :—

S.O. 1231.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2876, dated the 22nd August 1968, the Central Government hereby directs that every employer in relation to an establishment exempted under clause (a) or clause (b) of sub-section (1) of section 17 of the said Act or in relation to an employee or a class of employees exempted under paragraph 27, as the case may be, paragraph 27-A of the Employees' Provident Funds Scheme, 1952, shall transfer the monthly provident fund contributions within

fifteen days of the close of the month to the Board of Trustees, duly constituted in respect of that establishment and that the said Board of Trustees shall invest every month, within a period of two weeks from the date of receipt of the said amounts from the employer, the provident fund accumulations, that is to say the contributions, interest and sundry receipts, as reduced by any obligatory outgoings in accordance with the following pattern, namely :—

(i) in Central Government securities—Not less than 50 per cent; and

(ii) the balance in securities created and issued by State Government, Small Savings and other securities guaranteed by the Central or State Governments.

*2. All re-investment of provident fund accumulations (whether invested in securities created and issued by the Central Government or in savings certificates issued by the Central Government or in securities created and issued by a State Government) shall also be made according to the pattern mentioned in paragraph 1 above.

3. The Board of Trustees shall formulate proper procedure for prompt investment/reinvestment of accumulations in accordance with the aforesaid directions and shall have it approved by the Regional Provident Fund Commissioner concerned.

**EMPLOYEES' PROVIDENT FUNDS (AMENDMENT)
SCHEME, 1969.**

FORT ST. GEORGE, AUGUST 13, 1969.

II-1 No. 5919 of 1969.

The following notification of the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), dated New Delhi, the 22nd April 1969, is re-published :—

G.S.R. 1017.—In exercise of the powers conferred by section 5, read with sub-section (1) of 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 Fund (Amendment), Schemes, 1969.

(2) In the Employees' Provident Funds Scheme, 1952, in clause (b) of sub-paragraph (3) of paragraph 1, sub-clause (xiii) shall be renumbered as sub-clause (lxiv) there and before sub-clause (lxiv) as so renumbered the following sub-clause shall be inserted, namely :—

“(lxiii) as respects ferro-manganese industry come into force on the 30th day of April 1969”.

STATISTICAL SUPPLEMENT.

1 STATEMENT SHOWING THE DETAILS OF AGREEMENT BROUGHT ABOUT BY THE CONCILIATION OFFICERS UNDER SECTION 12 (3) OF THE INDUSTRIAL DISPUTES ACT FOR THE MONTH OF DECEMBER 1969.

Serial number and name of the establishment.	Date of settlement.	Points in dispute.	Terms of settlement.
(1)	(2)	(3)	(4)
1 Sri Vijayalakshmi Motor Service, 1st December 1969 Madras-16.	1st December 1969	Bonus for 1968-69	.. The management has agreed to pay 17½ days wages as bonus to all the workers for the year 1968-69 in full settlement. The money will be paid on or before 17th December 1969.
2 Sri Vijayalakshmi Motor Service, 1st December 1969 Madras-16.	1st December 1969	Non-employment of a Driver..	.. The management has agreed to pay the workers a sum of Rs. 250 in full settlement of all his claim. The amount will be paid on or before 3rd December 1969.
3 S. R. P. Tools Limited, Madras-41..	1st December 1969	Non-employment of a workman	.. The management has agreed to pay a sum of Rs. 629.25 to the worker. The amount will be paid on or before 3rd December 1969.
4 Hardathorai Estate, Kothakiri Post	2nd December 1969	Non-payment of Wages and Bonus for 1968.	.. The management has agreed to pay bonus for 1968 and arrears of wages to workers on or before 15th December 1969.
5 West Brook St. Joseph's Estate, 5th December 1969 Nilgiris.	5th December 1969	Retrenchment of watchman ..	.. The management has agreed to pay a sum of Rs. 540 to the watchman in full settlement of all claims. The amount will be paid on or before 10th December 1969.
6 Periasihola Estate, Periasihola P.O.	5th December 1969	Bonus for 1968	.. The management has agreed to pay 2½ months' basic pay as bonus for 1968. The amount will be paid on or before 25th December 1969.
7 Attikanna Estate	8th December 1969	Certain grievances	.. Both the management and the party agreed to the terms of settlement.

Serial number and name of the establishment.	Date of settlement.	Points in dispute.	Terms of settlement.
(1)	(2)	(3)	(4)
8 Rayalvely Estate, Naduvettam ..	9th December 1969	Certain grievances ..	Both the management and the party agreed to the terms of settlement.
9 Carolina Estate, Coonoor ..	10th December 1969	Non payment of gratuity to late workers.	The management has agreed to pay 50 per cent of the gratuity amount to second wife and her 2 men-children of the late worker.
10 Ootacamund Co-operative Milk supply Society Limited, Ooty.	12th December 1969	Non employment ..	Both parties agreed to refer the issue of non-employment of worker to the Labour Court, Coimbatore by submitting a joint application under section 10(2) of the Industrial Disputes Act 1947.
11 Brooklands Estate, Coonoor ..	15th December 1969	Transfer of 7 worker 6 sales worker from the factory and field.	Both parties agree that the issue regarding transfer of 13 persons may be referred for adjudication to the Labour Court, Coimbatore under 10(2) of the Industrial Disputes Act.
12 Carswood 'C' Division Estate Kattabettu Post.	17th December 1969	Certain grievances ..	Both the management and the party agreed to the terms of settlement.
13 Sengara Estate, Coonoor ..	18th December 1969	Regarding carpentry work to Ponnai.	The management agreed to pay Thiru Ponnai a wages of Rs. 3.50 from 1st January 1970 with a increase of 10 paise for every quarter from January 1970.
14 Bank Estate, Katary post ..	18th December 1969	Non payment of gratuity to Lakshmi.	The management agreed for 12 years of service in full and final settlement.
15 Sungara Estate, Coonoor ..	18th December 1969	Certain grievances ..	Both the management and the party agreed to the terms of settlement.
16 P. V. Estate, Kattabettu ..	20th December 1969	Payment of wages to supervision access levy to Industry vide settlement,	The management agreed to pay the wages to the Supervisors as for the industry vide settlement.
17 Eriakadu Estate, Kotary, P.O. ..	22nd December 1969	Payment of job differential to watchman.	The management agreed to pay the revised rates of wages to the watchman.
18 Valfra Estate, Kotagri ..	23rd December 1969	Non-employment of 18 workers and other grievances.	Both parties agreed to refer the above issue to the Labour Court Coimbatore for adjudication.
19 Madura Mills Company Limited, 1st Ambasamadram.	1st December 1969	Non Implementation of the recommendations of the second Wage Board.	Both parties agreed to the terms of settlement.
20 South India off-set Printers, Sivakasi	4th December 1969	Non-employment of a worker	The management has agreed to pay one month's wages for the worker as full and final settlement.
21 Messrs. Commercial Printing and Publishing House, Madras-1.	2nd December 1969	Non-payment of Wages.	The management has agreed to pay ex-gratia of half a day's wages to the worker. Both the management and the Union have agreed to refer the dispute with regard to the payment of one day's wages on 22nd October 1969 for arbitration by the Commissioner of Labour or his nominee and agreed to abide by the decision given by the arbitration.
22 Radio Electricals Limited, Madras-19	2nd December 1969	Non-employment of a worker ..	The management has agreed to pay a sum of Rs. 247.19 to the worker in full and final settlement of all his claims.
23 The Chanty Dairy Limited, Coimbatore-9.	2nd December 1969	Non-employment of a worker ..	The management has agreed to pay a sum of Rs. 100 to the worker in full and final settlement of all his claim.
24 Manikantan Press, Madras-2 ..	3rd December 1969	Non-employment of a worker ..	The management has agreed to pay a sum of Rs. 200 to the worker plus leave wages and bonus if any due in full and final settlement of all his claims.
25 Umbrella Manufacturing Company, Madurai-1.	3rd December 1969	Retrenchment of a worker and demand for bonus for 1969	Both parties agreed to the terms of settlement.
26 M. Seeniyappa Nadar Vessels Merchant.	3rd December 1969	Non-employment ..	The management has agreed to pay Rs. 250 to the worker in full and final settlement of all his claims.
27 Sri Val Marugan Bus Transport, Madurai-15.	4th December 1969	Issue of Bonus for 1968-69 ..	The management has agreed to pay the bonus for 1968-69.

<i>Serial number and name of the establishment.</i>	<i>Date of settlement.</i>	<i>Points in dispute.</i>	<i>Terms of settlement.</i>
	(1)	(2)	(3)
28 Super Tyre Retrading Company, Madras-2.	4th December 1969	Non-employment	The management has agreed to pay Rs. 530 to the worker in full and final settlement of all his claims.
29 Meenakshi Bhavan Boarding and Lodging, Kanyakumari.	5th December 1969	Payment of enhanced wages and bonus to workers and furnishing the seniority list of worker to union.	The management has agreed to grant a flat rate increase of wages of Rs. 3 to all the workers employed in the Boarding section with effect from 15th August 1969 and to pay the arrears of wages due to worker.
30 Rallis India Limited, 320 Lingi Chetty Street, Madras-1.	5th December 1969	Charter of Demands	The said charter demands of are embodied in the agreement to the extent the agreement should be binding in terms of settlement 12(3) and 18(3) of the Industrial disputes Act 1947.
31 Santhi Transport, Madras-5	5th December 1969	Non-employment	The management has agreed to reinstate the worker with continuity of service but without back wages. The management has also agreed to give atleast 15 days work to the said worker.
32 Rajakumari Theatre, Madras-15	5th December 1969	Non-employment	The management agreed to pay a sum of Rs. 300 to the worker in full and final settlement of all his claims.
33 Ramnad District Co-operative Central Bank Limited,	6th December 1969	Grant of medical allowance confirmation and other demands.	Both the parties agreed to the terms of settlement.
34 Times Aids (India) (Private) Limited, Madras.	6th December 1969	Bonus and other charter of Demands.	The Management has agreed to pay a 4 per cent of the total earning of the workers as Bonus for each of the accounting year 1968 and 1968-69. The bonus amount will be paid on or before 31st December 1969.
35 Hotel Bagvanth, Madras-21	6th December 1969	Non-employment of a worker.	The Management has agreed to pay a sum Rs. 190 to the said worker in full and final settlement of all his claims.
36 Raja Printers, Madras-1	6th December 1969	Non-employment of a worker.	The Management has agreed to pay a sum of Rs. 135 to the worker in full and final settlement of all his claims.
37 Three Lotus Beedi Factory, Salem.	6th December 1969	Bonus for 1968-69	The Management has agreed to pay one months wages as bonus in full and final settlement of the claims.
38 The Phoenix Mills Limited, Madurai.	8th December 1969	Grant of Dearness Allowance, Introduction of gratuity scheme and Bonus for 1968-69.	The Management agreed to grant of an ad hoc increase of Rs. 10 in existing wages of all the workers with effect from 1st December 1969. The union does not press for the grant of D. A. in view of the above.
39 Messrs M. L. Pujara	8th December 1969	Increase of Dearness Allowance and monthly wages system.	The Management has agreed to ad-hoc increase of wages of 20 paise to the existing wages drawn by both men and women workers and the wages of any worker will not fall short of Rs. 2 per day. The arrears of the ad-hoc increase will be paid on or before 13th December 1969. The ad-hoc rules increase will take effect from 1st July 1969 with regard to the effecting of monthly wages system the union agrees to drop the issue dated 21st March 1969.
40 Madura Mills Company Limited, Tuticorin.	8th December 1969	Non-Implementation of the recommendation of Second wage Board.	The Management agreed to implement the recommendation of the Second Wage Board. Both the parties agreed to the terms of settlement.
41 Ganapathy Mills, Viravanallur	15th December 1969	Implementation of the recommendations of the Second Central Wage Board.	The Management has agreed to implement the recommendations of the Second Central Wage Board and Both management and Union have agreed to the terms of settlement.
42 Sundaram Transport, Tirunelveli	9th December 1969	Non-employment of a worker.	The Management has agreed to pay a sum of Rs. 150 in full and final settlement towards all his claims.
43 Venkatarishnamma Chetty and Company, Madras.	9th December 1969	Non-employment of a worker.	The Management has agreed to pay a sum of Rs. 600 to the worker in full and final settlement of all his claims.

Serial number and name of the establishment.	Date of settlement.	Points in dispute.	Terms of settlement.
(1)	(2)	(3)	(4)
4 Bavani and Sons, Madras-5 ..	9th December 1969	Non-employment of a worker.	The management has agreed to pay Rs. 1000 to the worker in full and final settlement of all his claims.
5 Messrs Tharapon and Company, Madras-2.	9th December 1969	Non-employment of a worker.	The management has agreed to pay Rs. 130 to the worker in full and final settlement of all his claims.
6 A. K. Balamanappa Chettiar and Sons, Salem.	10th December 1969	Non-employment of a worker.	The Management has agreed to pay Rs. 180 to the worker in full and final settlement of all his claims.
7 Genuine Automobiles, Salem-1 ..	10th December 1969	Non-employment of a worker.	One of the Partner of the Company has agreed to pay a sum of Rs. 606.25 being the half of the total amount of Rs. 1012.50 fixed as the amount due to the worker and it is also open to the worker to claim as the balance of amount due to him from the other partner.
8 Messrs Sri Java Cafe, Madras-1 ..	10th December 1969	Closure of the Establishment.	The management has agreed to pay Rs. 2000 to the secretary of the union who will arrange to disburse the amount to 37 workers belonging to the above bill in full and final settlement of all his claims.
9 S. R. Ganesan Snuff Agent ..	12th December 1969	Non-employment of a worker.	The agent has agreed to pay a sum of Rs. 75 to the worker in full and final settlement of all his claims.
10 Tanjavur Textile Limited, Tanjavur.	15th December 1969	Non-employment of a worker.	The management has agreed to pay a sum of Rs. 775 to the workers in full and final settlement of all his claims.
Tanjavur Textile Limited, Tanjavur.	15th December 1969	Non-employment of a worker.	The management has agreed to take back the worker into service with continuity but without back wages on condition that the worker gives an apology letter to the Management about his frequent absence and assurance that he will be regular in attending the mill in future.
53 Rajceeth Service Centre, Madras-2 ..	16th December 1969	Non-employment of a worker.	The management has agreed to pay a sum of Rs. 120 to the worker in full and final settlement of all his claims.
53 Chitra Stores, Madras-1 ..	16th December 1969	Non-employment of a worker.	The management has agreed to a sum of Rs. 300 to the worker in full and final settlement of all his claims.
54 New Standard Press, Madras-3 ..	16th December 1969	Non-employment of a worker.	The management has agreed to pay Rs. 220 to the workers in full and final settlement of all his claims.
55 Madura Mills, Company, Limited, Ambasamudram.	16th December 1969	Correction of the date of birth of a worker.	The management has agreed to correct the date of birth of the worker as 8th October 1916.
56 India Standard Metal Company, Limited.	16th December 1969	Bonus for 1968	The management has agreed to pay 27 of the total earnings of each worker as an ex-gratia payment.
57 Madras Radiators and Pressings (Private), Limited, Ambattur.	16th December 1969	Certain demands	The management of the party have agreed to the terms of settlement.
58 Jaya and Company (Paramount Press), Madras-5.	17th December 1969	Non-employment of a worker.	The management has agreed to pay a sum of Rs. 100 to the worker in full and final settlement of all his claims.
59 Kellis Cafe, Madras-10 ..	17th December 1969	Closure of the hotel ..	The management has agreed to pay to the 3 workers a sum of Rs. 145, 165, 170 respectively in full and final settlement of all their claims.
60 Bell Products Company, Palayamkottai.	18th December 1969	Certain demands	The management and the party agreed to the terms of settlement.
61 Khely Traders, Madras-2 ..	18th December 1969	Non-employment	The management has agreed to pay a sum of Rs. 200 to the worker in full and final settlement of all his claims.
62 Modern Electricals, Madras-1 ..	18th December 1969	Non-employment	The management has agreed to pay a sum of Rs. 100 to the worker in full and final settlement of all his claims.

Serial number and name of the establishment.	Date of settlement.	Points in dispute.	Terms of settlement.
(1)	(2)	(3)	(4)
63 Rajapalayam Mills Limited	19th December 1969	Non-implementation of the recommendation of the Second Wage Board.	The management has agreed to implement the recommendations of the Second Wage Board and the union and the Management has agreed to the terms of settlement.
64 Srivilliputhur Co-operative Spinning Mills, Limited.	11th December 1969	Non-implementation of the recommendations of the Second Wage Board.	The management has agreed to implement their recommendations of the Second Wage Board and the union and the management has agreed to the terms of settlement.
65 Madura Sugars Limited, Madurai ..	17th December 1969	Interim relief for 8 workers.	The management agreed to pay the Interim Relief of Rs. 10 to the eight workers.
66 M. Sreenivasan and Company, Madurai.	19th December 1969	Non-employment of a worker.	The management has agreed to pay a sum of Rs. 300 to the worker in full and final settlements of all his claims.
67 Madura Sugar Limited, Madurai ..	17th December 1969	Non-employment of a worker.	The management has agreed to take back the workers in service as a new contract at his last drawn wages.
68 Evans Industrial Work (Private), Limited, Madras-68.	19th December 1969	Dismissal of a worker ..	The workers have agreed that they will voluntarily quit the services of the management on settling their accounts in full and final settlement of all their claims. The management has agreed to settle their accounts.
69 Weight Saddles of India, Ambattur.	20th December 1969	Revision of Wage Scales Dearness Allowance and Bonus.	The management and the union have agreed to their terms of settlement.
70 Sree Karpagambal Mills, Limited, Solapuram South, Rajapalayam.	20th December 1969	Non-implementation of Wage Board.	The management has agreed to implement the recommendations of the Second Wage Board. Both the management and the Union have agreed to the terms of settlement.
71 Hari Om Bhawan, Madras-1 ..	20th December 1969	Non-employment of a worker.	The management has agreed to pay a sum of Rs. 200 to the worker in full and final settlement of all his claims.

72 Scientific and Industrial [Foundry, 22nd December 1969 Shervet, Salem.	Non-employment of a worker.	The management has agreed to pay a sum of Rs. 187.50 to the worker in full settlement of all his claims.
73 Kale Mandir, Saree Fashionists, 22nd December 1969 Madras-2.	Non-employment of a worker.	The management has agreed to pay a sum of Rs. 450 to the worker in full settlement of all his claims.
74 Messrs. Kareem Aleem and Company, 23rd December 1969 Madras-21.	Non-employment of a worker.	The management has agreed to pay a sum of Rs. 781.01 to the worker in full and final settlement of all his claims.
75 Messrs. Commercial Printing and Publishing House.	Revision of Wage Scales in various categories of workers.	The management has agreed to revise the grades of the employees. Both the Management and the union have agreed to the terms of settlement.
76 Jewarthunal Sowcar Dispensary, 26th December 1969 Madras-4.	Non-employment of a worker.	The management has agreed to pay a sum of Rs. 134.40 to the worker in full and final settlement of all his claims.
77 K. N. Neidu, Ladies Tailor, 26th December 1969 Madras-17.	Non-employment of a worker.	The management has agreed to reinstate the worker.
78 Messrs N. S. Krishna Rao Body works (Private), Limited, Madras-32.	Charter of demands ..	The management and the parties have agreed to the terms of settlement.
79 Mysore Insecticide Company, 26th December 1969 (Private), Limited, Madras.	Certain demands ..	The management and the union have agreed to the terms of settlement.
80 Handloom Parts Factory, Salem ..	Retrenchment ..	The management has agreed to release the workers and agreed to pay 15 in full satisfaction.
81 South India Aluminium Company, 26th December 1969 Madras.	Increase of piece rate ..	The management has agreed to increase the piece rate of workmen and to pay in lump-sum.
82 Rajarathna Mills (Private), Limited, Palani.	Implementation of the recommendation of Second Wage Board.	The management has agreed to implement the recommendation of the Second Wage Board. Both the management and party have agreed to the terms of settlement.

<i>Serial number and name of the establishment.</i>	<i>Date of settlement.</i>	<i>Points in dispute.</i>	<i>Terms of settlement.</i>
(1)	(2)	(3)	(4)
83 Sewri Tile Works, Manamadurai ..	29th December 1969	Retrenchment of one worker.	Both the parties agreed jointly to refer the issue to the Labour Court for adjudication under section 10 (2) of the Industrial Disputes Act.
84 Vallamalai Estate, Valparai ..	2nd December 1969	Dismissal of a worker	The management agreed to reinstate the worker with continuity of service, but with no back-wages.
85 Dhandayuthapani Foundry (Private), Limited, Coimbatore.	24th December 1969	Non-employment	The management agreed to reinstate the worker with continuity of service but without back wages.
86 Sreenivasa Engineering Company, Guindy.	30th December 1969	Bonus for the year 1968	The management agreed to pay bonus for the accounting year 1968 in full and final settlement of all the claims.
87 Messrs M. A. T., (Private), Limited, Madras-17.	29th December 1969	Non-employment	The management agreed to pay Rs. 300 to the worker in full and final settlement of all his claims.
88 Vummidiars Manufactures (Private), Limited, Madras-32.	30th December 1969	Bonus for 1968-69	The management agreed to pay 16 per cent of total earning of the workmen as bonus in full and final settlement of their bonus claim for 1968-69 and both the parties have agreed to the terms of settlement.
89 Madras Ice Factory and Cold Storage, Madras-3.	30th December 1969	3 months wages as bonus for 1968-69.	The management has agreed to pay 2½ months basic wages as bonus for 1968-69. Both the parties have agreed to the terms of settlement.
90 Messrs Gotety Printers, Madras-21.	31st December 1969	Non-employment	The management has agreed to pay Rs. 350 in full and final settlement of all the claims of the worker.
91 Messrs Gunamani Industries, Madras-1.	31st December 1969	Non-employment	The management has agreed to pay Rs. 375 in full and final settlement of all the claims of the worker.
92 Government Rubber Plantations, Nagercoil.	31st December 1969	Payment of enhanced rates of wages.	Both the parties have agreed to the terms of the settlement.
93 Vijayeswari Textiles, Pollachi ..	9th December 1969	Certain demands.	The management and the union have agreed to the terms of settlement.
94 Saroja Mills, Limited, Coimbatore-5.	31st December 1969	Certain demands	The management and union have agreed to the terms of the settlement.
95 Laxmi Mills Company, Limited, Palladam.	31st December 1969	Certain demands	The management and union have agreed to the terms of the settlement.
96 Laxmi Mills Company, Limited, Palladam.	31st December 1969	Certain grievances	The management and union have agreed to the terms of the settlement.
97 Mahalingam Transport Service, Ootacamund.	9th December 1969	Certain demands (retrenchment compensation)	The management agreed to pay retrenchment compensation to all the thirteen workers.
98 Narsimha Mills, Limited, Suler, Coimbatore district.	9th December 1969	Designation to Kasturisamy as "Drawing Tender"	The management agreed that the designation of Kasturisamy as "Drawing Tender".
99 Union Bus (Private), Limited, Mettupalayam.	9th December 1969	30 per cent (Bonus)	The management agreed to pay 16½ per cent of the total earnings of the workmen in the Calendar year 1968-69. Both the parties agreed to the terms of settlement.

2. PARTICULARS OF VOLUNTARY AND COLLECTIVE AGREEMENTS UNDER SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT BETWEEN EMPLOYERS AND EMPLOYEES DURING THE MONTH OF DECEMBER 1969.

Serial number and name of the concern.	Date of agreement.	Number of workers involved.	Issues.
(1)	(2)	(3)	(4)
1 Vya : Textiles, Singanailur, Coimbatore.	4th November 1969	..	Bonus for the year 1968-69.
2 Asher Textiles Limited, Tiruppur.	9th December 1969	..	Payment of 8 hours wages to 6½ hours work to the workers in First shift with effect from 1st March 1970.
3 Rajalakshmi Motor Service, Ootacamund.	..	..	Retrenchment Compensation.
4 Rajalakshmi Motor Service, Ootacamund.	..	..	Payment of House Rent Allowance increased wages, etc.
5 Rajalakshmi Motor Service, Ootacamund.	..	..	Payment of House Rent Allowance increased wages, etc.
6 Metalcast Services, Madras-56.	12th December 1969	..	Bonus and charter of demands.
7 Ennore Foundaries Limited, Madras-57.	17th December 1969	..	Bonus for 1968-69.
8 Usha Cotton Mills, Madurai.	21st December 1969	About 72	Revision of wages.
9 Sri Sivakami Mills, Thenur.	16th October 1969	About 10	Appointment of additional Motorman.
10 Madura Mills Company Limited, Madurai.	4th December 1969	About 48	Revision of wages to non-automatic loom workers.
11 Madurs Mills Company Limited, Madurai.	14th December 1969	About 6	Revision of wages to non-automatic tyre card loom.
12 Sree Meenakshi Mills, Paravai.	25th December 1969	About 2	Revision of wages to Assistant lookers in Comber Department.
13 Sree Meenakshi Mills, Paravai.	25th December 1969	About 8	Revision of wages to canteen workers.
14 Sree Meenakshi Mills, Paravai.	25th December 1969	About 2	Revision of wages to daily paid workers.
15 Sree Rukmani Silaiman.	17th December 1969	About 28	Change of designation to apprentice working in spinning department as casual labour.

Serial number and name of the concern.	Date of agreement.	Number of workers involved.	Issues.
(1)	(2)	(3)	(4)
16 Sree Meenakshi Mills, Paravai.	25th December 1969	About 12	Fixation of wages to casual labourers.
17 Binny Limited, Madras.	2nd December 1969	..	Demotion.
18 Binny Limited, Madras-1	18th December 1969	..	Demotion.
19 R. K. Manufacturers, Madras-1.	27th December 1969	16	Bonus.
20 Jawahar Mills, Salem.	8th December 1969	..	Implementation of the Wage Board Recommendations.
21 M. S. M. P. Salamath Private Limited, Salem.	10th December 1969	..	Bonus for 1969-70.
22 Salem Co-operative Spinning Mills, Salem.	13th December 1969	..	Work load of reelers in respect of 80s and 100s yarn fixed.
23 Salem Co-operative Spinning Mills, Salem.	13th December 1969	..	Work load of reelers in respect of 80s and 100s yarn fixed.
24 Salem Co-operative Spinning Mills, Salem.	19th December 1969	..	Work load of reelers in respect of 80s and 100s yarn fixed.
25 Madras Aluminium Co., Mettur.	23rd December 1969		To change the working hours providing one hour's rest interval between 12 noon to 1 p.m.

3. STATEMENT SHOWING THE LIST OF INDUSTRIAL DISPUTES REFERRED FOR ADJUDICATION TO THE INDUSTRIAL TRIBUNAL, MADRAS AND LABOUR COURTS PUBLISHED IN THE FORT ST. GEORGE GAZETTE, PART II—SECTION I DURING THE MONTH OF DECEMBER 1969.

<i>Serial number and name of the concern in which disputes have arisen.</i>	<i>Issues.</i>	<i>G.O. No. and date of reference of Labour.</i>
(1)	(2)	(3)

INDUSTRIAL TRIBUNAL, MADRAS.

International Computers (India) Limited, Madras.	Whether the transfer of Thiru K. Krishnan Kutty from Madras to Bombay is justified, and to what relief he would be entitled.	G.O. R. No. 1145, dated 24th October 1969.
2 Amco Engineering Corporation, Madras.	To fix the quantum bonus for the year 1967-68.	G.O. R. No. 1139, dated 23rd October 1969.
3 Amco Engineering Corporation, Madras.	Whether the non-employment of Thiru S. Palani is justified, and if not to what relief he is entitled. To compute the relief, if any awarded in terms of money if it can be so computed.	G.O. R. No. 992, dated 18th September 1969.
4 Surgical Instruments Plant, Nandambakkam.	Whether the re-designation of Thiru P. Balasubramanian is justified.	G.O. R. No. 1017, dated 23rd September 1969.
5 The Madras Cements, Thulakkapatti.	Whether the non-employment of Thiruvalargal S. Innasimuthu and K. Mareeswaran is justified, and if not to what relief they are entitled. To compute the relief, if any awarded in terms of money, if it can be so computed.	G.O. R. No. 1057, Labour, dated 30th September 1969.
6 Indian Standard Metal Company, Madras-19.	Whether the demand of the workmen for wages for the period of lockout from 1st September 1969 is justified, if not to what relief they are entitled.	G.O. R. No. 1134, dated 21st October 1969.

<i>Serial number and name of the concern in which disputes have arisen</i>	<i>Issues.</i>	<i>O.O. No. and date of reference of Labour.</i>
(1)	(2)	(3)

LABOUR COURT, COIMBATORE

7 Balasubramania Colour Works, Tiruppur.	Whether the demand of the workers for higher wages is justified, if so the quantum may be determined. Whether the present workload should be revised; if so to what extent it should be done. Whether the demand of the workers for payment of Dearness Allowance is justified, and if so, the quantum may be fixed.	G.O. R. No. 973, dated 16th September 1969.
8 Sivananda Colour Works, Tiruppur.	Whether the demand of the workers for higher wages is justified; if so, the quantum may be determined. Whether the present workload should be revised, if so to what extent it should be done. Whether the demand of the workers for payment of dearness allowance is justified; and if so, the quantum may be fixed.	G.O. R. No. 975, dated 16th September 1969.
9 M.R.N. Motors Service, Salem.	Whether the non-employment of Thiru R. Mariappan is justified and if not to what relief he is entitled.	G. O. R. No. dated 12th November 1969,
10 Pachamalai Valparai.	Whether the non-employment of Thiru Subramanian (P. F. No. 78) and Thiru Joseph (P. F. No. 1071) is justified and if not to what relief they are entitled. To compute the relief if any awarded, in terms of money, if it can be so computed.	G.O.R. No. 1226, dated 12th November 1969.
11 Velonie Vealparai.	Whether the non-employment of Thiru Packianathan (No. 152) and 15 others is justified, and if not to what relief they are entitled. To compute the relief if any awarded, in terms of money if it can be so computed.	G.O.R. No. dated 12th November 1969.

Serial number and name of the concern in which disputes have arisen.	Issues.	G.O. No. and date of reference of Labour.
(1)	(2)	(3)

LABOUR COURT, COIMBATORE—cont.

12 M. A. S. Harur.	Transport, Whether the non-employment of Thiru K. Karupandass is justified, if not to what relief he is entitled.	G.O. R. No. 1220, dated 12th November 1969.
	To compute the relief if any awarded in terms of money, if it can be so computed.	

13 Erode Wholesale Society Limited, Erode.	Co-operative Society Whether the non-employment of Thiru V. Manickam is justified, and if not to what relief he is entitled.	G.O.R. No. dated 12th November 1969.
	To compute the relief if any awarded, in terms of money if it can be so computed.	

14 Vijaya Press, Coimbatore.	Press, Coimbatore. Whether the non-employment of Thiru K. Dass is justified, if not to what relief he is entitled.	G.O.R. No. 1223, dated 12th November 1969.
	To compute the relief if any awarded in terms of money, if it can be so computed.	

15 Injiparai Valparai.	Estate, Whether the non-employment of Thiru A. Venkatachalam is justified, if not to what relief he is entitled.	G.O.R. No. 1225, dated 12th November 1969.
	To compute the relief if any awarded in terms of money if it can be so computed.	

Nilgiris district.

16 Nilgiris Bus Company Ootacamund.	Transport Limited, Whether the non-employment of Thiru K. Mathan, Conductor by the management is justified and if not to compute the relief to which he may be entitled.	
17 High Forest Estate, Mudis, Mudis post.	Forest Estate, Whether the non-employment of Thiruvalargal-Munisamy (No. 866) and Chinnappan (No. 1102) is justified, and if not, to what relief they would be entitled.	G.O. R. No. 1177, dated 30th October 1969.
	To compute the relief, if any, awarded in terms of money, if it can be so computed.	

Serial number and name of the concern in which disputes have arisen.	Issues.	G.O. No. and date of reference of Labour.
(1)	(2)	(3)

LABOUR COURT, MADURAI.

Tiruchirappalli district.

18 Ganesarathnam, Service (P.), Limited, Perambalur.	Bus Whether the non-employment of Thiru Subramaniam is justified, and if not to what relief he is entitled.	G.O. R. No. 1067, dated 4th October 1969.
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LABOUR COURT, MADRAS.

Madras district.

19 Abdul Sattar, operator, Madras.	Taxi Whether the non-employment of Thiru Abdul Basheer is justified, if not, to what relief he is entitled.	G.O. R. No. 1088, dated 8th October 1969.
	To compute the relief, if any, awarded in terms of money, if it could be so computed.	

20 New Officers Laundry, Madras.	Laundry, Whether the non-employment of Thiru M. Subramani is justified, if not, to what relief he is entitled.	G. O. R. No. 1093, dated 10th October 1969.
	To compute the relief, if any, awarded in terms of money if it could be so computed.	

21 Mysindia Tiles and Engineering Company, Madras.	Whether the demand of revision of wages is justified; and if so to fix the scale of wages and fit the workers in the appropriate scale.	G.O. R. No. 1092, dated 10th October 1969.
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Whether the demand for revision of dearness allowance is justified; and if so to fix the quantum.

22 N. T. Patel and Company, Madras.	Whether the non-employment of Thiruvalargal Nithyanandam and Munivelu are justified if not to what relief they are entitled.	G.O. R. No. 1150, dated 27th October 1969.
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23 Seth Nanakchand Shadiram, Madras.	Whether the non-employment of Thiru K. Srinivasan is justified, if not to what relief he is entitled.	G.O. R. No. 1244, dated 13th November 1969.
	To compute the relief if any awarded in terms of money if it can be so computed.	

(1)	(2)	(3)
LABOUR COURT, MADRAS—cont.		
<i>Madras district—cont.</i>		
24 Khatav Mackenji Spinning and Weaving Company Limited, Madras.	Whether the non-employment of Thiru R. Trimurthy is justified, if not to what relief he is entitled. To compute the relief if any awarded in terms of money if it can be so computed.	G.O. R. No. 1250, dated 13th November 1969.
<i>North Arcot District.</i>		
25 North Arcot Co-operative Motor Transport Society (for ex-service men), Limited, Vellore.	Whether the non-employment of Thiruvalargal M. Ponnurangam and P. Doraisamy is justified if not to what relief, they are entitled. To compute the relief if any, awarded in terms of money, if it can be so computed.	G.O. R. No. 1272, dated 13th November 1969.
26 E. I. D. Parry Limited, Ranipet.	Whether the non-employment of Thiru P. A. Anandan is justified, if not to what relief he is entitled. To compute the relief, if any, in terms of money, if it can be so computed.	G.O. R. No. 1169, dated 30th October 1969.

4. STATEMENT SHOWING THE LIST OF AWARDS OF THE INDUSTRIAL TRIBUNAL, MADRAS AND LABOUR COURTS PUBLISHED IN THE SUPPLEMENT TO PART II—SECTION I OF THE *FORT ST. GEORGE GAZETTE* DURING THE MONTH OF DECEMBER 1969.

Serial number and name of the establishment.	Page number and date of the Gazette.	G.O. number and date.
(1)	(2)	(3)
LABOUR COURT, COIMBATORE.		
1 Excell Industries, Coimbatore.	1/3rd December 1969 ..	G.O. No. 1350, Labour, dated 22nd November 1969.
2 Pollachi Roadways Private, Limited, Pollachi.	4/3rd December 1969 ..	G.O. No. 1354, Labour, dated 22nd November 1969.
3 Thangam Engineering Works, Coimbatore.	1/10th December 1969 ..	G.O. No. 1480, Labour, dated 1st December 1969.
4 Hirudhayaraj Transports (Private), Limited, Karamadai M. P. R. Transport (Private) Limited, Karamadai.	5/10th December 1969 ..	G.O. No. 1481, Labour, dated 1st December 1969.
5 Arthanariswarar Calender Mills, Erode.	8/10th December 1969 ..	G.O. No. 1502, Labour, dated 4th December 1969.
6 Rob Roy Estate, Kotagiri	1/31st December 1969 ..	G.O. No. 1622, Labour, dated 19th December 1969.
7 T. V. Brothers Company, Coimbatore.	2/31st December 1969 ..	G.O. No. 1630, Labour, dated 19th December 1969.
8 Ketty Estate, New Hope Post, The Nilgiris.	3/31st December 1969 ..	G.O. No. 1631, Labour, dated 19th December 1969.
9 Janatha Bakery, Coimbatore.	4/31st December 1969 ..	G.O. No. 1632, Labour, dated 19th December 1969.
10 Badrakaliamman Rice and Flour Mills Salem.	5/31st December 1969 ..	G.O. No. 1633, Labour, dated 19th December 1969.
LABOUR COURT, MADRAS.		
11 Asoka Foundry, 157, Wall Tax Road, Madras-1.	5/3rd December 1969 ..	G.O. No. 1368, Labour, dated 24th November 1969.
12 Hackbridge Hewittic and Easun Limited, Madras.	6/3rd December 1969 ..	G.O. No. 1367, Labour, dated 24th November 1969.
13 Sajee Printing Works, Madras-1.	10/3rd December 1969 ..	G.O. No. 1369, Labour, dated 24th November 1969.
14 Joher and Company, Madras.	1/17th December 1969 ..	G.O. No. 1522, Labour, dated 6th December 1969.
15 Jemco (Private) Limited, Super B3 Industrial Estate, Madras.	2/17th December 1969 ..	G.O. No. 152, Labour, dated 6th December 1969.

(1)	(2)	(3)
LABOUR COURT, MADRAS—cont.		
16 Chepauk Flour Mills, Madras.	2/24th December 1969 ..	G.O. No. 1562, Labour, dated 24th December 1969.
17 Hindustan Teleprinters Limited, Madras.	2 and 3/24th December 1969.	G.O. No. 1563, Labour, dated 24th December 1969.
18 Madras Battery Emporium, Madras.	7/24th December 1969 ..	G.O. No. 1564, Labour, dated 24th December 1969.
19 Oriental Mercantile Company Limited, Madras.	9/24th December 1969 ..	G.O. No. 1566, Labour, dated 24th December 1969.
20 Modern Agencies (Private), Limited, Madras.	8/24th December 1969 ..	G.O. No. 1565, Labour, dated 24th December 1969.
21 M/s. Aures and Associates (Private) Limited, Madras.	9/24th December 1969 ..	G.O. No. 1567, Labour, dated 24th December 1969.
22 The Hindu, Mount Road, Madras.	10/24th December 1969.	G.O. No. 1583, Labour, dated 24th December 1969.

LABOUR COURT, MADURAI.

23 Sri Ramasubramanian Transport, Thanjavur.	9/3rd December 1969 ..	G.O. No. 1366, Labour, dated 24th November 1969.
24 Tiruchi Ramnad Transport (Private) Limited, Madurai.	6/10th December 1969 ..	G.O. No. 1483, Labour, dated 1st December 1969.
25 Tenzing Roadways, Sivakasi.	7/10th December 1969 ..	G.O. No. 1484, Labour, dated 1st December 1969.
26 National Fire Works Factory, Sivakasi.	8/10th December 1969 ..	G.O. No. 1485, Labour, dated 1st December 1969.
27 Xavier Milk Depot, Putthur, Tiruchirappalli.	1/24th December 1969 ..	G.O. No. 1560, Labour, dated 10th December 1969.

5. 1969-ம் ஆண்டு டிசம்பர் மாதத்தில் ஏற்பட்ட வேலை நிறுத்தம் மற்றும் கதவடைப்புகள்.

5. 1969-ம் ஆண்டு டிசம்பர் மாதத்திய வேலை நிறுத்தம் மற்றும்

வரிசை எண்ணும், தொழிலுக்கு ஒதுக்கப் பட்ட இலக்கமும்.	தொழிற்சாலை மற்றும் நிறுவனத்தின் பெயரும் விலாசமும்.	வேலை நிறுத்தம் அல்லது கதவடைப்பு.
(1)	(2)	(3)
1. 209	மெஸ்ஸர்ஸ் பிரம்மப்ப தவனப்பனவர் (மைசூர்) (பி), லிட்.,	வேலை நிறுத்தம்.
2. 20 (207) (ஐ)	சேலம் கூட்டுறவு சர்க்கரை ஆலை, மோஹூர்.	ஷே
3. 010 (ஏ) 3	கவர்ன்மென்ட் ரப்பர் பிளான்டேஷன்ஸ், நாகர்கோயில்.	ஷே
4. 38 (383)	வி. ஆர். டி. டிரான்ஸ்போர்ட் (பி), லிட்., கோயமுத்தூர்.	வேலை நிறுத்தம் மற்றும் கதவடைப்பு.
5. 31 (319) எம்.	தாரா இந்தியன் வாலேஸ் எக்ஸ்ட்ராக்ட்ஸ் கம்பெனி, லிட்., மேட்டுபாளையம்.	ஷே
6. 20 (208)	பாரீஸ் கன்ஃபெக்ஷனரி லிட்., நெல்லிக் குப்பம்.	கதவடைப்பு.
7. 23 (231) (ஏ)	ஸ்ரீ நித்ய கல்யாணி டெக்ஸ்டைல்ஸ் லிட்.,	வேலை நிறுத்தம்.
8. 26	மாடர்ன் எஜென்சீஸ், சென்னை-32.	கதவடைப்பு.
9. 20 (207) (ஏ)	மதுராந்தகம் கூட்டுறவு சர்க்கரை ஆலை, படாளம்.	வேலை நிறுத்தம்.
10. 209 (ஈ)	ஸ்ரீ லலிதா லஞ்ச் ஹோம், சென்னை.	வேலை நிறுத்தம் மற்றும் கதவடைப்பு.
11. 38 (383)	கரூர் டிரான்ஸ்போர்ட்ஸ் (பி) லிட்., கரூர்.	ஷே
12. 23 (231) (ஏ)	மதுரை மில்ஸ், லிட்.	உள்ளிருப்பு வேலை நிறுத்தம்.

கதவடைப்பிலுள்ள ஏற்பட்ட வேலை நிறுத்தங்களை ஏற்றிய அட்டவணை.

தகராறு ஏற்பட்ட காரணம்.	வேலை நிறுத்தம்.		வேலை நிறுத்தம்	
	ஏற்கெனவே ஏற்பட்டது.	அமுலுக்குக் கொண்டுவராததால்.	ஆரம்பம்.	முடிவு.
(4)	(5)	(6)	(7)	(8)
சம்பளம் மற்றும் போனஸ் கோரி.	..	..	13-10-1969	1-11-1969
போனஸ் கோரி.	..	..	30-10-1969	8-12-1969
அதிக சம்பளம் கோரி	..	..	3-11-1969	31-12-1969
பலதரப்பட்ட கோரிக்கைகள்.	..	..	6-11-1969 27-11-1969	தொடருகிறது.
ஷே	..	..	27-11-1969 12- 1-1969	தொடருகிறது
சில தொழிலாளர்களுக்கு லே-ஆப் சம்பந்தமாக.	..	..	12-11-1969	4-12-1969
ஒரு தொழிலாளியை வேலை நீக்கம் செய்ததை எதிர்த்து.	..	..	26-11-1969	தொடருகிறது.
போனஸ் கோரிக்கை.	..	..	வே. 3-11-1969 க. 26-11-1969	ஷே
1969-ம் ஆண்டுக்கான போனஸ் கோரி.	..	..	28-11-1969	10-12-1969
போனஸ் கோரி.	..	..	25-11-1969	தொடருகிறது
2 தொழிலாளர்களை வேலை நீக்கம் செய்ததை எதிர்த்து.	..	..	வே. 3-11-1969 க. 5-11-1969	6-12-1969
3 பெண் தொழிலாளர்களை அவர்கள் மந்த வேலை செய்ததில் கலந்து கொள்ளாததற்காக இடமாற்றம் செய்யும்கோரி.	..	..	2-12-1969	8-12-1969

(1)	(2)	(3)
13 36	சுவண்ண இன்டஸ்ட்ரியல் வர்க்ஸ் ஜென வேலை நிறுத்தம். ரல், லிட். சென்னை-58.	
14. 37	ரேடியோ அண்ட் எலக்ட்ரிகல்ஸ், லிட். சென்னை-19.	ஷே
15. 23 (231) (ஏ)	ஸ்ரீ ராமலிங்கா சூடாம்பிகை மில்ஸ், லிட். திருப்பூர்.	வேலை நிறுத்தம் அல்லது கத வடைப்பு.
16. 209 (மற்றவை)	சுளாக்கோ லேபரட்டரி, சென்னை-32.	வேலை நிறுத்தம்.
17. 36	ஹிந்துஸ்தான் பிஸ்டனஸ் (பி), லிட்., சென்னை.	ஷே
18. 209 (மற்றவை)	பகவதி விலாஸ், சென்னை-3.	ஷே
19. ஷே	சவுத் இந்தியா சுகர் அண்டு ஸ்டீல், லிட்., சென்னை.	ஷே
20. 23 (231) (ஏ)	எஸ். ஆர். பி. மில், கோயமுத்தூர்-6.	உள்ளிருப்பு வேலை நிறுத்தம்.
21. ஷே	செல்வராஜா மில்ஸ், கோயமுத்தூர்-16.	ஷே

(4)	(5)	(6)	(7)	(8)
ஜெயராமன் என்னும் தகுதிகாண்பருவத் தில் இருக்கும் நபரை வேலை நீக் கம் செய்தது பற்றி.	..	..	29-11-1969	19-12-1969
கிராக்கிப் படியை உயர்ந்த விகிதத் தில் அளிக்கக் கோரி.	..	..	18-12-1969	தொடருகிறது.
சம்பளம் மற்றும் போனஸ் அளிக் காமை.	..	..	31-10-1969 2-11-1969	ஷே
ஒரு தொழிலாளி பழி வாங்கப்பட்டதற் காக.	..	..	22-12-1969	24-12-1969
ஷே	..	..	16-12-1969	தொடருகிறது.
வேலை பிரித்துக் கொடுக்கப் பட்டது பற்றி.	..	..	8-12-1969	ஷே
விடுமுறை நாட்களில் டெய்லி ரீ-டெய்ன ருக்கு ரூ. 2 அளிப் பது பற்றி.	..	..	12-12-1969	15-2-1969
அவ் வலுவலகத்தில் அளிக்கப்பட்ட 30-11-1969 தேதி யிட்ட மனுவினமீது டாஃபிக் பாய்ஸ்களை சைடர்களாக நிய மித்தது பற்றி.	ஆம்	..	1-12-1969	7-12-1969
	..	..	2-12-1969	8-12-1969

(1) வரிசை எண்ணும், தொழிலுக்கு ஒதுக்கப் பட்ட இலக்கமும்.	(2) தொழிற்சாலை மற்றும் நிறுவனத்தின் பெயரும் விலாசமும்.	(9) மாத இறுதிவரையுள்ள கால அளவு.	(10) சாதாரணமாக பணிபுரியும் வேலையரடிகள்.
1. 20	மெஸ்ஸர்ஸ் பிரம்மப்ப தவனப்பனவர் (மைசூர்) (பி) லிட்.,		விவரங்கள் எதிர்
2. 20 (207)	சேலம் கூட்டுறவு சர்க்கரை ஆலை, மோஹூர்.	32	960
3. 010	கவர்ன்மென்ட் ரப்பர் பிளான்டேஷன்ஸ், நாகர்கோயில்.	51	737
(ஏ) 3			
4. 38 (383)	வி. ஆர். டி. டிரான்ஸ்போர்ட் (பி) லிட்., கோயமுத்தூர்.	56	26
5. 31 (319)	தாரா இந்தியன் வாலேஸ் எக்ஸ்டாக்ட்ஸ் கம்பெனி லிட்., மேட்டுபாளையம்.	35	73
6. 20 (206)	பாரீஸ் கன்ஃபெக்ஷனரி லிட்., நெல்லிக் குப்பம்.	4	617
7. 23 (231)	ஸ்ரீ நித்ய கல்யாணி டெக்ஸ்டைல்ஸ், லிட்.	..	326
(ஏ)			
8. 26	மாடர்ன் எஜன்சீஸ் சென்னை-32.	59	25
9. 20 (207)	மதுராந்தகம் கூட்டுறவு சர்க்கரை ஆலை, படாளம்.	11	460
(ஏ)			
10. 209	ஸ்ரீ லலிதா லஞ்சு ஹோம், சென்னை.	..	35
11. 38 (383)	கரூர் டிரான்ஸ்போர்ட்ஸ் (பி), லிட்., கரூர்.	2	76
12. 23 (231)	மதுரை மில்ஸ் லிட்.,	5	8300
(ஏ)			
13. 36	ஈவன்ஸ் இன்டஸ்ட்ரியல் வர்க்ஸ் ஜெனரல் லிட்., சென்னை-58,	20	13
14. 37	ரேடியோ அண்ட் எலக்ட்ரிகல்ஸ், லிட்., சென்னை-19.	..	12
15. 23 (231)	ஸ்ரீராமலிங்க சூடாம்பிகை மில்ஸ், லிட்., திருப்பூர்.	விவரங்கள் அளிக்கப் படவில்லை.	935
(ஏ)			
16. 209	கிளர்க்ஸோ லாபரட்டரி, சென்னை-32.	5	160
(மற்றவை)			
17. 36	ஹீந்துஸ்தான் பிஸ்டன்ஸ் (பி) லிட்., சென்னை.	16	32
18. 209	பகவதி விலாஸ், சென்னை-3.	..	32
(மற்றவை)			
19. 36	சவுத் இந்தியா சுகர் அண்ட் ஸ்டீல், லிட்., சென்னை.	4	28
20. 23 (231)	எஸ். ஆர். பி. மில், கோயமுத்தூர்-6.	6	520
(ஏ)			
21. 36	செல்வராஜா மில்ஸ், கோயமுத்தூர்-16.	6	310

பாதிக்கப்பட்ட வேலையாட்களின் அதிக அளவு எண்ணிக்கை.		பாதிக்கப்பட்ட வேலை நாள்கள்		மாத இறுதிவரை ஏற்பட்ட மந்தநாள்	
(11) நேர்முகமாக.	(12) மறைமுகமாக.	(13) நடப்பு திங்களில் வேலை செய்த இழப்பு.	(14) மொத்தம்.	(15)	
பார்க்கப்படுகின்றன.		விவரங்கள் எதிர்பார்க்கப்படுகின்றன.			
940	..	1,410	1,410	1,410	
737	..	737	737	37,587	
26	..	விவரங்கள் எதிர்பார்க்கப்படுகின்றன.			
30	43	ஷே		ஷே	
607	..	..	13,247	78,497-28	
212	..	5,890	5,890	5,890	
25	..	விவரங்கள் எதிர்பார்க்கப்படுகின்றன.			
விவரங்கள் எதிர்பார்க்கப்படுகின்றன.		விவரங்கள் எதிர்பார்க்கப்படுகின்றன.			
35	35	விவரங்கள் எதிர்பார்க்கப்படுகின்றன.			
		ஷே			
200	..	200	200	1,060	
13	..	221	221	260	
45	14	12	312	312	
935	..	விவரங்கள் அளிக்கப்படவில்லை.			
149	..	596	596	596	
28	..	விவரங்கள் எதிர்பார்க்கப்படுகின்றன.			
32	..	ஷே			
28	..	ஷே			
148	110	2,064	2,064	2,064	
53	108	1,595	1,595	1,595	
445-3-11					

(1)	(2)	இழக்கப்பட்ட கூலி	
		நடப்பு மாதத்தில்.	மாத இறுதிவரை.
	தொழிற்சாலை மற்றும் நிறுவனத்தின் பெயரும், விலாசமும்.		
1. 209	மெஸ்ஸர்ஸ் பிரம்மப்ப தவனப்பனவர் (மைசூர்) (பி.), லிட்.	..	..
2. 20 (207) (ஐ)	சேலம் கூட்டுறவு சர்க்கரை ஆலை, மோஹூர்.	28,200	28,200
3. 010 (ஏ) 3	கவான்மெண்ட் ரப்பர் பிளாண்டேஷன்ஸ், நாகர்கோவில்.		
4. 38 (383)	வி. ஆர். டி. டிரான்ஸ்போர்ட் (பி.), லிட்., கோயம்புத்தூர்.		
5. 31 (319) எப்.	தாரா இந்தியன் வாலேஸ் எக்ஸ்டாக்ட்ஸ் கம்பெனி லிட்., மேட்டுபாளையம்.		
6. 20 (206)	பாரீஸ் கன்ஃபெக்ஷனரி லிட்., நெல்லிக குப்பம்.	..	12,50,083
7. 23 (231) (ஏ)	ஸ்ரீ நித்ய கல்யாணி டெக்ஸ்டைல்ஸ் லிட்.	3,500	3,500
8. 26	மாடர்ன் ஏஜென்சீஸ், சென்னை-32.		

இழக்கப்பட்ட உற்பத்திப் பொருள் களின் மதிப்பு.		முடிவு.	முடிவின் முறை.	எந்த மத்திய தொழி லாளர்கள் மற்றும் தொழில்துறையின் சங்கத்துடன் இணைக் கப்பட்டது.	ஒழுங்கு விதிகளை மீறிய தன்மை.
நடப்பு மாதத்தில்.	மாத இறுதி வரை.				
(18)	(19)	(20)	(21)	(22)	(23)
..	..	1-11-1969 அன்று வேலை நிறுத்தம் முடிவுற்றது.	..	..	..
1,50,000	1,50,000	8-12-1969 அன்று வேலை நிறுத்தம் முடிவுற்றது.	..	1. அ. 2. செலம் கூட் டுறவு சர்க்கரை ஆலை சிப் பந்திகள் சங்கம் (அ. இ. தொ. ச. கா.)	..
பார்க்கப் படுகின்றன.	ஒரு பகுதி வெற்றி.	தொ. து. அலுவல ரால் மத்தி யஸ்தம்.	அ. இ. தொ. ச. கா.	..	..
..	..	தொடருகிறது.	விவரங்கள் எதிர்பார்க்கப்படுகின்றன.	..	..
எதிர்பார்க்கப்படுகின்றன.	வேலை நிறுத்தம் முடிவுற்றது கத வடைப்பு நீக்கப் பட்டது.	..	..	..	..
..	..	அரசு ஆணைப்படி கதவடைப்பு நீக் கப்பட்டது.	..	..	..
75,500	75,500	தொடருகிறது.	..	..	..
அரசுக்கு, பிரிவு 12(4)ன் கீழ் அறிக்கை அனுப்பப் பட்டுள்ளது.	..	..	..	..	..

(1)	(2)	(16)	(17)
9. 20 (207) (ஏ)	மதுராந்தகம் கூட்டுறவு சர்க்கரை ஆலை, விவரங்கள் எதிர்பார்க்கப்படுகின்றன.		
10. 209 (ச)	ஸ்ரீ லலிதா லஞ்ச ஹோம், சென்னை.	ஷே	ஷே
11. 38 (383)	கரூர் டிரான்ஸ்போர்ட்ஸ் (பி), லிட்., கரூர்.	ஷே	ஷே
12. 23 (231) (ஏ)	மதுரை மில்ஸ் லிட்.,	7,500	7,500
13. 36	ஈவன்ஸ் இன்டஸ்ட்ரியல் வர்க்ஸ் ஜெனரல் லிட்., சென்னை-58.	விவரங்கள் கிடைக்கப் பெறவில்லை.	
14. 37	ரேடியோ அண்ட் எலக்ட்ரிகல்ஸ் லிட்., சென்னை-19.	312	2,500
15. 23 231 (ஏ)	ஸ்ரீ ராமலிங்க சூடாம்பிகை மில்ஸ் லிட்., கிருப்பூர்.	விவரங்கள் அளிக்கப்	
16. 209 (மற்றவை)	கிளாக்ஸோ லாபரட்டரி, சென்னை-32.	8,354.70	8,354.70
17. 36	ஹிந்துஸ்தான் பிஸ்டன்ஸ் (பி) லிட்., சென்னை.	விவரங்கள் எதிர்பார்க்கப்படுகின்றன.	
18. 209 (மற்றவை)	பகவதி விலாஸ், சென்னை-3.	ஷே	

(18)	(19)	(20)	(21)	(22)	(23)
--	..	நிர்வாகத்தின் ரூடன் பேச்சு வார்த்தை காரணமாக தொழிலாளர்கள் தாங்களாகவே வேலை நிறுத்தினார்கள்.	..	(இ)	..
..	--	தொடருகிறது.	விவரங்கள் எதிர்பார்க்கப்படுகின்றன.		..
அரசுக்கு பிரிவு 12 (4) கீழ் அறிக்கை அனுப்பப்பட்டுள்ளது	வெற்றி.	அரசு ஆணை எண் 1507 தேதி 4-12-1969ன் படி கதவடைப்பு நீக்கப் பட்டது.	திருச்சி மாவட்ட மோட்டார் டிரான்ஸ்போர்ட் & ஜெனரல் வர்க்கர்ஸ் யூனியன் (அ. இ. தொ. ச. கா.)		..
4,91,300	4,91,300	ஷே	முதல் வட்ட தொ.து.அ. வினாஸ் மத்தியஸ்தம்.	எம்ப்பாய்ஸ் ஃபெடரேஷன் ஆப் இ. தியா பம்பாய் (அ. இ. தொ. ச. கா.)	நோட் டீசு இல் லாமல் வேலை நிறுத்தம்.
விவரங்கள் கிடைக்கப் பெறவில்லை.	19-12-1969 அன்று ஒப்பந்தம் ஏற்பட்டது.	பிரிவு 13 (3)-ன் கீழ் தொ. து. அ. வினாஸ் மத்தியஸ்தம்.		(ஈ) அ. இ. தொ. ச. கா.	..
2,500	1,00,000	தொடருகிறது.	..	(உ)	..
படவில்லை.	ஷே	..	..	(ஊ)	..
விவரங்கள் எதிர்பார்க்கப்படுகின்றன.	சங்கம் தாங்களாகவே வேலை நிறுத்தத்தை வாபஸ் பெற்றது.	..	..	(ஏ)	..
பார்க்கப்படுகின்றன.	தொடருகிறது. தனி துணைத் தொழிலாளர்களின் பேச்சு வார்த்தை நடைபெறுகிறது.			(ஏ)	..
..	ஷே	தொடருகிறது.	..	..	..

(1)	(2)	(1c)	(17)
19. மற்றவை	சவுத் இந்தியா சுகர் அண்ட் ஸ்டீல் லிட், சென்னை.		..
20. 23 (231) (ஏ)	எஸ். சூர். பி. மில், கோயமுத்தூர்-6.	17,143	17,143
21. ஷே	செல்வராஜா மில்ஸ், கோயமுத்தூர்-16.	12,760	12,760

பிரிவு 'ஆ' மற்றும் 'இ' இல்லை.

- பின் குறிப்பு:** அ. சேலம் கூட்டுறவு சர்க்கரை ஆலை தேசிய தொழிலாளர் சங்கம்.
 ஆ. இன்டஸ்ட்ரியல் இஞ்சினியரிங் அண்ட் ஜெனரல் வர்க்கர்ஸ் யூனியன்
 இ. மதுராந்தகம் கூட்டுறவு சர்க்கரை ஆலை தொழிலாளர் சங்கம்.
 ஈ. அம்பத்தூர் இன்டஸ்ட்ரியல் எஸ்டேட்ஸ் & இன்ஜினியரிங் எம்ப்ளாயீஸ் யூனியன்.
 உ. ரேடியோ எலக்ட்ரிகல் வர்க்கர்ஸ் யூனியன்.
 ஊ. 1. கோவை மாவட்ட திராவிட டெக்ஸ்டைல் தொழிலாளர் முன்னேற்ற சங்கம்.
 2. கோவை மாவட்ட மில் தொழிலாளர் சங்கம்.
 3. கோவை மாவட்ட டெக்ஸ்டைல் தொழிலாளர் சங்கம்.

(18)	(19)	(20)	(21)	(22)	(23)
பார்க்கப்படுகின்றன		15-12-1969 முதல் வேலை நிறுத்தம் வாய்ஸ் பெறப்பட்டது.	..	(ஐ)	..
2,50,000	2,50,000	7-12-1969 அன்று வேலை நிறுத்தம் வாய்ஸ் பெறப்பட்டது.	விவரங்கள் அளிக்கப்படவில்லை.	(ஒ)	..
விவரங்கள் அளிக்கப்படவில்லை.		8-12-1969 அன்று வேலை நிறுத்தம் வாய்ஸ் பெறப்பட்டது.	ஷே	(ஒ)	..

எ. கிளாக்ஸோ லேபரரிஸ் ஸ்டாஃப் யூனியன்.

ஏ. மெட்ராஸ் கமர்ஷியல் & ஜெனரல் வர்க்கர்ஸ் யூனியன், சென்னை.

ஐ. டிரான்ஸ்போர்ட் அண்ட் டாக் வர்க்கர்ஸ் யூனியன்.

ஒ. கோவை மாவட்ட டெக்ஸ்டைல் தொழிலாளர் சங்கம்.

ஓ. 1. நேஷனல் டெக்ஸ்டைல் வர்க்கர்ஸ் யூனியன்.

2. கோவை மாவட்ட டெக்ஸ்டைல் வர்க்கர்ஸ் யூனியன்.

3. கோவை மாவட்ட மில் தொழிலாளர் சங்கம்.

4. கோவை மாவட்ட திராவிட டெக்ஸ்டைல் தொழிலாளர் சங்கம்.

அ.இ.தொ.ச.கா:— அகில இந்திய தொழிலாளர் சங்க காங்கிரஸ்.

தொ. து. அ:— தொழில் துறை அலுவலர்.

6. 1969-ம் ஆண்டு டிசம்பர் மாதத்தில், கதவடைப்பு மற்றும் வேலை நிறுத்தத்தின் காரணத்தைத் தவிர, இதர சந்தர்ப்பங்களினால் தமிழகத்திலுள்ள மூடப்பட்ட தொழிற்சாலை மற்றும் ஆலைகள் பற்றிய விவரம்.

வரிசை எண்ணும், நிறுவனத்தின் பெயரும் இருப்பிடமும்.	மூடுதல்.			*கனரகம் தொழிற்சாலை	*கனரகம் தொழிற்சாலை
	(1)	(2)	(3)	(4)	(5)
		*கனரகம் தொழிற்சாலை	*கனரகம் தொழிற்சாலை	*கனரகம் தொழிற்சாலை	*கனரகம் தொழிற்சாலை

இல்லை.

7. 1969-ம் ஆண்டு டிசம்பர் மாதத்தில் தமிழக தொழிலாளர் துறை அலுவலரால் பெறப்பட்ட, விசாரிக்கப்பட்ட, தீர்த்து வைக்கப்பட்ட புகார்கள் பற்றிய விவரம்.

தொழிலாளர் துறை அலுவலர்கள்.	பெறப்பட்ட புகார் மனுக்களின் எண்ணிக்கை.											
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
*கலாச்சாலை	324	6	6	5	6	..	1	49	..	62	106	280
மாணவர்களுக்கான புகார்	123	2	4	2	13	3	33	..	..	56	49	130
மாணவர்களுக்கான புகார்	85	48	10	15	23	1	..	14	..	44	18	111
மாணவர்களுக்கான புகார்	148	10	15	3	36	..	..	55	..	154	96	206
மாணவர்களுக்கான புகார்	237	15	10	6	7	24	1	9	..	54	52	239
மாணவர்களுக்கான புகார்	88	4	15	9	20	..	1	16	..	58	60	86
மாணவர்களுக்கான புகார்	68	13	15	2	15	3	5	16	..	52	43	77
மாணவர்களுக்கான புகார்	81	3	13	2	13	..	1	18	..	47	47	81
மாணவர்களுக்கான புகார்	199	3	1	1	46	..	..	..	..	50	57	102
மாணவர்களுக்கான புகார்	77	1	6	..	3	..	..	3	..	7	13	71
மாணவர்களுக்கான புகார்	134	6	6	2	13	..	7	7	..	35	45	124
மாணவர்களுக்கான புகார்	91	2	2	..	8	10	..	27	..	47	60	78
மாணவர்களுக்கான புகார்	96	..	..	..	12	..	..	9	..	21	32	85
மாணவர்களுக்கான புகார்	231	7	..	..	23	1	2	8	..	41	38	234
மொத்தம் ..	1,982	121	45	238	42	51	231	728	..	716	1,994	

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8. தமிழக தொழில் துறை நிலையாணைச் சட்டம், 1946.

1969-ம் ஆண்டு டிசம்பர் மாதத்தில் தொழில் துறை நிலையாணைச் சட்டத்தின்கீழ் சான்று அளிக்கப்பட்ட விவரங்கள்.

1	1969-ம் ஆண்டு டிசம்பர் மாதம் 1-ந் தேதி வரை நிலையாணைச் சட்டத்தின்கீழ் சான்று அளிக்கப்பட்டவைகளின் எண்ணிக்கை.	1,638
2	1969-ம் ஆண்டு டிசம்பர் மாதத்தில் நிலை தின்கீழ் சான்று அளிக்கப்பட்டவைகளின் எண்ணிக்கை.	7
3	மொத்தம்	1,645
4	1969-ம் ஆண்டு டிசம்பர் மாதத்தில் ஏற்கனவே சான்று அளிக்கப்பட்டவைகளில் திருத்தம்.	5

9. வேலையாள் இழப்பீட்டுச் சட்டம், 1923.

1969-ம் ஆண்டு டிசம்பர் மாதத்தில் அறிவிக்கப்பட்ட விபத்துக்களும், அளிக்கப்பட்ட நஷ்ட ஈட்டுத் தொகை பற்றிய விவரங்கள்.

	தொழிலதிபர்களால் தெரிவிக்கப்பட்ட விபத்துகளின் எண்ணிக்கை.	நஷ்ட ஈட்டுத் தொகை.
1	மரணம்	23
2	நிரந்தரமாக ஊனம் அடைந்தவர்கள்.	70
3	தற்காலிகமாக ஊனம் அடைந்தவர்கள்.	131
	மொத்தம் ..	224
		1,84,537-00

10. வேலையாள் இழப்பீட்டுச் சட்டம், 1923.

1969-ம் ஆண்டு டிசம்பர் மாதத்தில் வேலையாள் இழப்பீட்டுச் சட்டத்தின் கீழ் தாக்கல் செய்யப்பட்ட வழக்குகள், அதன் முடிவுகள் பற்றிய விவரம்.

வழக்கின் விவரம்.	ஏற்கனவே முடிவுகாமாக உள்ளவை.	பெற்றவைகளின் எண்ணிக்கை.	மொத்தம்.	தீர்வு கண்டவை.	மீதம்.
(1)	(2)	(3)	(4)	(5)	(6)
1 பிரிவு 10-ன்கீழ் விண்ணப்பம் :					
(அ) இறந்தவர்கள் குறித்து ..	120	8	134	12	122
(ஆ) ஊனமுற்றவர்கள் :					
(1) நிரந்தரம் ..	127	6	133	15	118
(2) தற்காலிகம் ..	2	1	3	..	3
2 பிரிவு 8 (1)-ன்படி பணம் பாதுகாக்கப்படுபவை. ..	83	28	111	24	87
(அ) இறந்தவர்கள் குறித்து ..					
(ஆ) சட்டப்படி ஊனமுற்றவர்கள் எனத் தீர்மானிக்கப்பட்டவர்கள். ..	3	..	3	..	3
3 பிரிவு 8 (2)-ன்படி பணம் பாதுகாக்கப்படுபவை	11	2	13	2	11
4 சூப்பந்தங்கள் பற்றிய குறிப்பு :					
(அ) நிரந்தர ஊனமுற்றவர்கள்	73	73	146	55	91
(ஆ) தற்காலிகமாக ஊனமுற்றவர்கள். ..	21	5	26	14	12
5 பிரிவு 31-ன் கீழ் பணப் பிடித்தம். ..	20	..	20	..	20
9 பிரிவு 12 (2)-ன்கீழ் உத்தரவாத விண்ணப்பங்கள். ..	13	4	17	4	13
மொத்தம் ..	479	127	507	126	480

11. கூலி கொடுப்புச் சட்டத்தின்கீழ் உள்ள வழக்குகள்

1-12-69 வரை முடிவாகாமல் உள்ளவை	347
நடப்பு மாதத்தில் பெற்றவை	76
நடப்பு மாதத்தில் முடிவு பெற்றவை	57
31-12-69 அன்று முடிவாகாமல் உள்ளவை	366

சென்னை கடைநிறுவனச் சட்டம், 1947.

12. (அ) 1969-ம் ஆண்டு டிசம்பர் மாதத்தில் பிரிவு 41 மற்றும் 51-ன் கீழ் பெற்ற முடிவு செய்த விண்ணப்பங்களின் எண்ணிக்கை :—

1-12-69 வரை முடிவாகாமல் உள்ளவை	198
நடப்பு மாதத்தில் பெற்றவை	49
நடப்பு மாதத்தில் முடிவுற்றவை	33
31-12-69 வரை முடிவாகாமல் உள்ளவை	214

12. (ஆ) பிரிவு 51-ன் கீழ் பெற்ற விண்ணப்பங்கள்.—

1-12-69 வரை முடிவாகாமல் உள்ளவை	3
நடப்பு மாதத்தில் பெற்றவை	8
நடப்பு மாதத்தில் முடிவுற்றவை	..
31-12-69 வரை முடிவாகாமல் உள்ளவை	11

12. (இ) சென்னை உணவு சிற்றுண்டி வட்டிகளின் சட்டம், பிரிவு 14 (2)ன் கீழ் விண்ணப்பங்கள்.—

1-12-69 வரை முடிவாகாமல் உள்ளவை	71
நடப்பு மாதத்தில் பெற்றவை	18
நடப்பு மாதத்தில் முடிவுற்றவை	26
31-12-69 வரை முடிவாகாமல் உள்ளவை	61

13. (அ) 1969-ம் ஆண்டு டிசம்பர் மாதத்தில் தொழிற் சங்க சட்டத்தின்கீழ் பதிவு செய்யப்பட்ட தொழிற்சங்கங்களின் விவரம்.

வரிசை எண். (1)	பதிவு எண். (2)	பதிவு செய்த நாள். (3)	தொழிற் சங்கத்தின் பெயரும் முகவரியும். (4)	தொழிற் சங்கத்தின் பெயரும் முகவரியும். (5)	குறிப்புகள். (6)
1	101/கோவை	 27-12-1969	போக்கு வரத்து.	எ. சி. சி. நேஷனல் சிமென்ட் லாரி வர்க்கர்ஸ் யூனியன், (மதுக்கரை) நெ. 860, பெரிய கடைத்தேரு, கோயமுத்தூர்.	தொழிற்சாலையில் ஒழுங்கு விதி முறைகளை உறுதிப்படுத்தப்பட்டது.
2	102/கோவை	 31-12-1969	விவசாயம்.	திராவிட உழவர் முன்னேற்ற மன்றம், மேல் ஆனியாறு அணை போஸ்ட், கோயமுத்தூர் மாவட்டம்.	ஷே
3	103/கோவை	 31-12-1969	சர்க்கரை ..	அமராவதி கூட்டுறவு சர்க்கரை ஆலை தேசிய தொழிலாளர் சங்கம், இ. தே. தெ. ச. கா. அலுவலகம், கனகராஜன் ரோடு, உடுப்பேட்டை.	ஷே
4	47/தஞ்சாவூர்	 6-12-1969	231, பஞ்சாலகைகள்.	திராவிட முன்னேற்ற கழக நுற்பாலி தொழிலாளர் சங்கம், மணலிமேடு.	சங்கம் ஒழுங்கு விதி முறைகளை உறுதிப்படுத்தியது.
5	48/தஞ்சாவூர்	 20-12-1969	பிரிவு 6, வாணிபம் 611-612 மற்றவை.	தஞ்சாவூர் கூட்டுறவு மார்க்கெட்டிங் பெட்டிரேஷன் எம்ப்ளாய்ஸ் யூனியன், திருவாரூர்.	ஷே
6	49/தஞ்சாவூர்	 29-12-1969	206, பேக்கரி தயாரிப்புக்கள்.	தஞ்சாவூர் மாவட்ட ரொட்டி மற்றும் பிஸ்கட்ஸ் தொழிலாளர் சங்கம், கும்பகோணம்.	ஷே

13. (அ) நடப்பு மாதத்தில் இணைக்கப்பட்ட தொழிற் சங்கங்களின் விவரம்.

இல்லை.

13. (இ) நடப்பு மாதத்தில் கலைக்கப்பட்ட தொழிற் சங்கங்களின் விவரம்.

இல்லை.

சுருக்கம்.

1	1-12-1969 வரை பதிவு செய்யப்பட்ட மொத்த தொழிற் சங்கங்கள்.	1743
2	நடப்பு மாதத்தில் பதிவு செய்யப்பட்ட மொத்த தொழிற் சங்கங்கள்.	18
	மொத்தம் ..	1761
3	நடப்பு மாதத்தில் இணைக்கப்பட்ட தொழிற் சங்கங்கள்.	இல்லை.
4	நடப்பு மாதத்தில் கலைக்கப்பட்ட தொழிற் சங்கங்கள்.	இல்லை.
5	நடப்பு மாதத்தில் பதிவு நீக்கப்பட்ட மொத்த தொழிற் சங்கங்கள்	3
6	31-12-1969 தொழிற் சங்கங்கள் வரை பதிவு செய்யப்பட்ட மொத்த தொழிற் சங்கங்கள்.	1758

13. (ஈ) 1969-ம் ஆண்டு டிசம்பர் மாதத்தில் தொழிற்சங்க சட்டத்தின்கீழ் பதிவு செய்யப்பட்ட தொழிற்சங்கங்களின் விவரம்.

வரிசை எண். (1)	பதிவு எண். (2)	பதிவு நீக்கம் செய்யுந் நாள். (3)	தொழில் (4)	தொழிற்சங்கத்தின் பெயரும், முகவரியும். (5)	குறிப்புகள். (6)
1	2403	 29-12-1969	மைனீங் & குவாரிங்.	சேலம் மாகாணசபைத் தொழிலாளர் சங்கம், 16, ஆண்டாள் தெரு, சேலம்-1.	..
2	18/சேலம்	 29-12-1969	சுகாதாரப் பணி.	நேஷனல் முனிசிபல் வர்க்கர்ஸ் யூனியன், முனிசிபல் காலனி, ஆட்டோப் போஸ்ட், சேலம் மாவட்டம்.	..
3	34/மதுரை	 15-12-1969	36/360 (சு).	மதுரை மில்ஸ் இன்டர்நியர்ங் வர்க்கர்ஸ் யூனியன், முனிசிபல் வாக்ஷாப் ரோடு, மதுரை.	..

16. (ஆ) 1969-ம் ஆண்டு டிசம்பர் மாதத்திற்குரிய தோட்டங்களின் எண்ணிக்கைப் பட்டியல்.

வரிசை எண்ணும் தோட்டங்களின் வகைகளும்.	இம்மாத ஆரம்பத்தில்.			இம்மாதத்தில் புதியதாக பதியப் பெற்றவை.			இம்மாதத்தில் நீக்கப் பெற்றவை.			இம்மாத இறுதியில்.		
	அ.			ஆ.			இ.			அ.		
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1 காப்பி ..	..	137	22,756-86	9,694	..	..	..	1	90	64	136	22,666-86
2 தேயிலை ..	..	142	67,840-73	71,826	..	..	..	..	..	..	142	67,840-73
3 ரப்பா ..	..	22	9,812-57	2,154	..	..	..	..	..	..	22	9,812-57
4 சின்கோனா ..	..	2	9,406-00	1,253	..	..	..	..	..	..	2	9,406-00
5 ஏலக்காய் ..	..	7	3,386-86	404	..	..	..	..	..	..	7	3,386-86
மொத்தம் ..	..	310	1,13,203-02	85,331	..	..	..	1	90	64	309	1,13,113-02
												85,267

குறிப்பு—அ. தோட்டங்களின் எண்ணிக்கை.
ஆ. தோட்டங்களின் பரப்பளவு (ஹெக்டாரில்).
இ. வேலையாட்களின் எண்ணிக்கை.

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16. (அ) 1969-ம் ஆண்டு டிசம்பர் மாதத்திய விபத்துக்கள் பற்றிய விவரம்.

தொழில் இலக்கம்.	தொழிலின் பெயர்.	விபத்துக்களின் எண்ணிக்கை.	
		இறந்த வர்கள்.	மற்ற வர்கள்.
		(3)	(4)
(1)	(2)		
01	விவசாயம் சம்பந்தமான சாதனங்கள் ..	..	..
20	உணவு, பானங்களைத் தவிர ..	..	57
21	பானங்கள் ..	..	..
22	புகையிலை ..	..	..
23	துணி மற்றும் ஆடைகள் ..	..	354
24	காலணிகள் ..	..	..
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36	இயந்திரம் (மின்சார இயந்திரம் தவிர) ..	..	..
37	மின்சார இயந்திரம், கருவிகள் மற்றும் அது சம்பந்தமான பொருட்கள் ..	..	39
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84	பொழுதுபோக்கு பணிகள் (சினிமா ஸ்டூடியோ) ..	..	..
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16. (ஆ) 1969-ம் ஆண்டு டிசம்பர் மாதத்தில் பருத்தி மற்றும் சணல் வேகனில் ஏற்பட்ட விபத்துக்கள் விவரம்.

தொழிலின் பெயர்.	பெரியவர்கள்.		இளைஞர்கள்.		சிறியவர்கள்.	
	ஆண்.	பெண்.	ஆண்.	பெண்.	ஆண்.	பெண்.
	அ. ஆ.	அ. ஆ.	அ. ஆ.	அ. ஆ.	அ. ஆ.	அ. ஆ.
பருத்தி இயந்திரம்—						
1 ஆரம்பம் மற்றும் பிளா ரூம் இயந்திரம்.	..	6	..	..	..	..
2 கார்ட் ரூம் இயந்திரம்.	..	28	..	..	..	..
3 டிராயிங் ப்ரேம்ஸ்	..	3	..	..	..	..
4 ஸ்பீட் ப்ரேம்ஸ்	..	1	..	..	..	..
5 நூற்கூம் இயந்திரம்	..	160	..	2	..	..
6 நெய்யும் இயந்திரம்	..	6	..	..	..	..
7 முடிக்கும் இயந்திரம்.	..	3	..	..	..	..
8 பிளாயிங் ஷட்டில்ஸ்	..	2	..	1	..	..
9 இதர இயந்திரங்கள்	..	40	..	4	..	..
10 இதர இயந்திர சம்பந்தப்பட்ட விபத்துகள்.	..	77	..	1	..	..
மொத்தம்	..	326	..	8	..	..

சணல் இயந்திரம்—இல்லை.

குறிப்பு.—(அ) இறந்தவர்கள்.

(ஆ) விபத்தால் இறக்காதவர்கள்.

17. EXEMPTION FROM THE PROVISIONS OF THE ACTS AND RULES INDICATED BELOW WAS GRANTED TO THE FOLLOWING FACTORIES AND ESTABLISHMENTS DURING THE MONTH OF DECEMBER 1969.

Serial number and name of the establishment.	Sections from which exempted.	Duration of the exemption.	Authority.
(1)	(2)	(3)	(4)

MADRAS SHOPS AND ESTABLISHMENTS ACT.

1 Thiru Voltas Limited, 33, Moore Street, Madras-I.	Sub-Sections (1) and (2) of section 9 and 31 of Madras Shops and Establishments Act, 1947 subject to the condition that company shall pay to any person employed in the godown over their wages at twice the ordinary rate of wages for over-time work in excess of 3½ hours in any day and 48 hours in any week.	For one year from the date of publication in the Gazette.	II-I No. 5800 of 1969.
2 Khadhi Gramodyog Bhavan, Madras.	Chapter III, VI and VII except sections 12 and 41 subject to certain conditions.	For one year from the date of publication in the Gazette.	G.O. Rt. No. 660, Labour, dated 25th August 1969.

18. 1969-ம் ஆண்டு டிசம்பர் மாதத்திய பஞ்சு, நூல் ஆகியவற்றின் தொகுத்த விலைப்பட்டியல்.

பஞ்சு	100 கிலோ கட்டு
அமெரிக்கன்	720/780
கம்போடியா	520/540
கருங்கண்ணி	490/520
நூல்	45 கிலோ கட்டு எடையுள்ள பண்டில்.
	ரூ.பை.
10-ம் நெம்பர்	25.50
20-ம் நெம்பர்	31.50
40-ம் நெம்பர்	42.00
60-ம் நெம்பர் (இந்தியன் கோம்பு)	62.00
80-ம் நெம்பர் (எகிப்தியன் கார்ட்டு)	90.00
100-ம் நெம்பர்	109.00

19. THE COST OF LIVING INDEX NUMBERS* APPLICABLE TO EMPLOYEES IN EMPLOYMENTS SCHEDULED UNDER THE MINIMUM WAGES ACT, 1948 (CENTRAL ACT XI OF 1948) IN MADRAS CITY AND DIFFERENT MOFUSSIL AND URBAN CENTRES FOR THE MONTH OF DECEMBER 1969 AS ASCERTAINED AND DECLARED BY THE DIRECTOR OF STATISTICS UNDER SECTION 2 (D) OF THE ACT.

Serial number and centre.	Food.	Fuel and lighting.	Cloth- ing.	House rent.	Misce- llane- ous.	Cost of liv- ing index.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(Base: Year ended June 1936=100.)						
1 Madras City	838.9	868.5	560.5	527.9	656.6	755.3
2 Cuddalore	821	906	518	491	925	775
3 Tiruchirappalli	895	724	623	443	565	766
4 Madurai	842	599	634	438	600	713
5 Coimbatore	824	764	854	631	454	773
(Base August 1939=100).						
	Food.	Housing	Clothing	Misce- llane- ous.	Cost of living Index.	
6 Nagercoil	1029	846	617	437	865	

COMPARATIVE STATEMENT OF THE COST OF LIVING INDEX NUMBERS FOR THE MONTHS OF NOVEMBER 1969 AND DECEMBER 1969.

Serial number and zone.	Centre.	Cost of living index numbers for the month of		Variation.
		November 1969.	December 1969.	
(1)	(2)	(3)	(4)	(5)
1 Madras City and Chingleput district.	Madras City.	747	755.8	
2 North Arcot and South Arcot districts.	Cuddalore ..	773	775	+ 2
3 Tiruchirappalli and Thanjavur districts.	Tiruchirap- palli.	763	766	+ 3
4 Madurai, Ramanathapuram and Tirunelveli districts.	Madurai ..	708	713	+ 5
5 Coimbatore and Salem dis- tricts.	Coimbatore.	772	773	+ 1
(Base : August 1939=100.)				
6 Kanyakumari district	Nagercoil ..	858	865	+ 7

MADRAS CITY.

The cost of living index number for working classes in Madras City for the month of December 1969 advanced by nine points to 756.

The index for the food group appreciated by sixteen points to 839 due mainly to higher prices of dhall, vegetables, meat, chillies and coconut oil.

The index for the fuel and lighting group moved up by four points to 868 due to and increase in the prices of firewood.

The index for the miscellaneous group receded by six points to 656 mainly due to lower price of betel leaves.

The group index numbers in respect of clothing and house-rent remained unaltered at 561 and 528 points respectively.

(The cost of living index numbers are now called Consumer Price Index Numbers.)

Groups.	Weight propor- tional to the total expen- diture.	Group index num- ber.	
		November 1969.	December 1969.
(1)	(2)	(3)	(4)
Food	58.23	823.1	838.9
Fuel and lighting	8.42	863.5	868.2
Clothing	6.10	560.9	560.5
House-rent	14.57	527.9	527.9
Miscellaneous	12.68	661.7	655.6
Total	100.00		
Cost of living index number		747.0	755.3

CUDDALORE.

The cost of living index number for Cuddalore advanced by two points to 775.

The index for the food group appreciated by four points to 821 due mainly to higher prices of vegetables, coconut, chillies and turmeric (Kitchen).

The group index numbers in respect of fuel and lighting, clothing, house-rent and miscellaneous remained without change when compared with the previous months level of 405, 518, 491 and 425 points respectively.

TIRUCHIRAPPALLI.

The cost of living index number for Tiruchirappalli moved up by three points to 788.

The index for the food group increased by eleven points to 895 due mainly to an increase in the prices of coconut, chillies, tamarind, garlic and ghee.

The index for the miscellaneous group receded by seven points to 565 due to lower price of betel leaves.

The group indices in respect of fuel and lighting, clothing and house-rent remained unaltered at 724, 628 and 448 points respectively.

MADURAI.

The cost of living index number for Madurai registered an increase of five points to 713.

The index for the food group rose by eight points to 842 due mainly to a rise in the prices of vegetables, coconut and chillies.

The index for the clothing group appreciated by two points to 634 due to an increase in the price of dhoties.

The indices in respect of fuel and lighting, house rent and miscellaneous groups remained stationary at 599, 438 and 600 points respectively.

COIMBATORE.

The cost of living index number for Coimbatore advanced by one point to 773.

The index for the food group increased by two points to 824 due mainly to an increase in the prices of coconut, chillies and coconut oil.

The group index numbers in respect of fuel and lighting, clothing, house-rent and miscellaneous remained without change when compared with the previous month's level of 784, 854, 631 and 454 points respectively.

(Base: August 1939=100).

NAGERCOIL.

The cost of living index number for Nagercoil registered an increase of seven points to 865.

The index for the food group appreciated by twelve points to 1029 due to higher prices of chillies, coconut oil and coconuts.

The index for the miscellaneous group declined by three points to 437 due to a fall in the price of tobacco.

The group indices in respect of housing and clothing remained stationary at 617 and 848 points respectively.

(*The cost of living index numbers are now called Consumer Price Index Numbers.)

19. (a) INTERIM SERIES OF ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR THE WORKING CLASS.

(Base: 1949=100.)

Year.	General Index.	Food Index.
(1)	(2)	(3)
1951	105	104
1956	105	105
1961	126	128
1962	130	130
1963	134	135
1964	152	155
1965	166	172
1966	184	190
1967	209	222
1968	215	228

19. (b) NEW SERIES OF ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS.

(Base: 1960=100.)

1968—		
October	180	201
November	176	195
December	171	186
1969—		
January	170	184
February	169	182
March	170	183
April	171	185
May	173	187
June	178	195
July	179	196
August	179	197
September	179	196
October	178	195

20. (a) MONTHLY PRESS REPORT FOR DECEMBER 1969.

The Employees' State Insurance Scheme is applied to 34 Centres in Tamil Nadu Region and provide protection to 3,39,500 Industrial Workers in the event of Employment Injury, Sickness and Maternity by providing payment of Cash Benefit and Medical Care. There are 57 offices of the Corporation for the purposes of disbursement of Cash Benefits.

During the month of December 1969, 62,837 sickness benefit claims were received and an amount of Rs. 9,45,724-96 was paid to the workers as sickness benefit involving abstention of 263,098 days.

In respect of Employment Injury cases, 2,856 accidents were reported for which Temporary Disablement Benefit was paid to the tune of Rs. 1,36,614,89. In addition to this 307 persons drew Permanent Disablement Benefit in the shape of periodical payments and] lumpsum compensation for injuries sustained

by them during the course of employment. The total amount paid was Rs. 75,888-46. There are 227 cases of dependants of the deceased insured persons who claimed and were paid the Dependants' Benefit amounting to Rs. 10,400-16. Three hundred and eighty-five insured women claimed Maternity Benefit and were paid Rs. 72,013-10.

In addition to the above benefits, the Corporation paid Rs. 130.00 towards Family Planning. Funeral Benefit was paid in 78 cases amounting to Rs. 7,800-00 in respect of deceased insured persons.

During the month, legal action was taken against 2 employers in 4 cases for various offences, viz., non-submission of contribution cards, delayed submission of contribution cards, delayed payment of contributions, etc., etc., and the Court awarded the following sentence.

Fined Rs. 60-, Rs. 30-, Rs. 90 and Rs. 20- in four cases against two employers.

Action was also taken against an insured person for making wrong declaration and thus obtaining Cash Benefits. The following judgment was pronounced by the Court:—

1. Fined Rs. 100 and Rs. 50

Legal action was taken for non payment of Employers' Special Contribution under Section 73-D and a sum of Rs. 11,009-46 was recovered.

New Local Office:—The Pay Office, Avadi, attached to Local Office, Ambattur has since been upgraded as Grade II Local Office and is functioning with effect from 29th December 1969.

20. (b) EMPLOYEES' STATE INSURANCE SCHEME MEDICAL BENEFITS FOR THE MONTH OF DECEMBER 1969.

Serial number and particulars. (1)	December 1969. (2)	November 1969. (3)	December 1968. (4)	Average 1968. (5)
1. Total number of attendance	393,222	401,665	339,331	372,483
New	83,094	85,610	73,694	81,123
Old	310,128	316,055	265,637	291,365
2. Number of medical certificates issued.	109,325	118,780	89,934	105,955
3. Number of Domiciliary visits made.	666	947	574	432
4. Number of Injections administered.	177,156	175,887	133,929	139,623
5. Number of X-Ray Examinations.	1,473	1,397	1,104	1,504
6. Number of Laboratory Examinations.	4,892	4,766	5,564	5,396
7. Number of Specialist Investigations.	6,357	5,784	4,990	4,978
8. Number of persons admitted to hospitals.	1,932	2,089	2,218	2,155
9. Bed Days occupied during the month.	11,819	12,210	14,007	14,284

21. EMPLOYMENT EXCHANGE STATISTICS FOR THE MONTH OF DECEMBER 1969.

Serial number and districts. (1)	Number of applicants.			Number of employers using the Empt. offices during the month. (5)	Number of vacancies notified during the month. (6)
	Registered during the month. (2)	Placed in employment during the month. (3)	Remained on Live Register at the end of the month. (4)		
1 Arcot, North	1,520	293	20,078	61	314
2 Arcot, South	1,895	276	22,851	75	305
3 Chingleput	1,715	224	20,669	95	468
4 Coimbatore	2,728	408	22,140	170	540
5 Dharmapuri	712	124	7,835	37	142
6 Kanyakumari	841	77	21,813	32	85
7 Madras	4,980	710	64,855	292	925
8 Madurai	3,231	298	26,032	97	357
9 The Nilgiris	592	258	8,265	32	100
10 Ramanathapuram ..	1,297	186	15,488	59	215
11 Salem	31,511	326	55,478	84	413
12 Thanjavur	2,408	226	22,173	100	341
13 Tiruchirappalli ..	3,667	287	27,097	76	276
14 Tirunelveli	1,438	196	20,150	75	201
Total for December 1969.	58,535	3,889	354,924	1,403	4,682
Total for November 1969.	35,213	3,459	323,710	1,300	4,419
Total for December 1968.	22,721	3,498	276,930	1,318	4,228
Average for 1968 ..	29,480	3,465	264,065	1,300	4,787

The above figures exclude statistics relating to work performed in respect of physically handicapped applicants which is given below:—

Special Employment Office for Physically Handicapped, Madras.

December 1969 ..	41	11	788	8
November 1969 ..	38	12	818	16
December 1968 ..	43	6	608	19

PAYMENT OF BONUS ACT.

The Commissioner of Labour, Madras has granted extension of time under the proviso to Section 19 of the Act to the following establishments during the month of December 1969 and January 1970:—

Serial number. (1)	Name of establishment. (2)	Extension of period upto. (3)
1	The Amaravathi Co-operative Sugar Mills Limited, Krishnapuram, Coimbatore.	28th February 1970.
2	Caltex (India) Limited, Bombay, and its branches.	15th October 1969

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