

REGD POST ACK DUE

From : B. Joseph Samuel (Aged 74 years)  
H No 1-3-49/103 Plot No 39.  
AnandRao Nagar, Old Alwal  
Secunderabad – 500 010.  
Cell No 9290871149

Date : 21 Oct 2019

To - The Deputy General Manager (HRM)  
M/S Power Grid Corporation of India Ltd  
SRTS Heads Quarters.  
Kavadiguda.  
Hyderabad-20

Sub : NON - PAYMENT OF AWARD OF RS 82505/- DT20-09-2009; REQUEST REGARDING  
UNDER RTI ACT – 2005.

Respected Sir,

1. I request you kindly intimate action taken on award Passed by the DyCommnr of Labour Hyderabad-1 for payment of Rs 82505/-. Dt 20-09-2010 addsd to you and copy to the petitioner.

Thanking you sir,

Yours faithfully,

*B. Joseph Samuel*

Postal Order No 42 F-887560  
21-10-19

B. Joseph Samuel.  
Petitioner.

Encl : Award of Order copy dt 20-09-2010.

*forwarded for kind action please. 24/10/19*  
CPIO, RTI, sec'bad.

*HR/22-10-19  
3/2019*

पावरग्रिड, द.क्षे.पा.प्र-1 / POWERGRID, SRTS-I केंद्रीय लोक सूचना अधिकारी, Central Public Information Officer सिकंदराबा / Secunderabad-500 080.	
RTI No.	85/2019
Date	23.10.2019



BEFORE THE AUTHORITY UNDER SECTION 15(2) OF PAYMENT OF WAGES ACT,1936 &  
DY. COMMISSIONER OF LABOUR HYDERABAD-I, ANJALIA BHAVAN, RTC X ROAD,  
HYDERABAD

Present: R. Chandrashekaram  
Station: Hyderabad

PW Case No: 01/2008,02/2008,03/2008

**Between**

Joseph Samuel  
H.No. 1-3-49/103,  
Plot no 39, Anandrao Nager, Old Alwal  
Secunderabad-10  
and  
M/s. Power Grid Corporation of India ltd  
SRTS Headquarters, GHMC Complex, RP Road,  
Secunderabad-3

Applicant

Respondent

This is the case coming up for final hearing on 30/1/2010, and upon perusing the application, counter and other material evidences on record the Authority passes the following order.

**ORDER:**

The brief facts stated by the applicant in his application are that he is entitled for wages @ Rs.4177/- but the respondent used to pay Rs.1967/-pm. Therefore filed the present claim petition towards the difference of wages for Rs.42471/- for the period from 15/9/1999 to 30/4/2001 along with interest @18% per annum. Further he filed a condo nation of delay of 2100 days in filing the claim.

The brief facts stated by the respondent in her counter are that the applicant was never an employee of their organization but only a contract labour worked under the contractor M/s.Global security & investigating services. Further stated earlier the said employee raised an Industrial dispute before the Asst Labour Commissioner(central), Hyderabad for absorption of his services but it was not allowed and dispute is closed. Further stated that the applicant also filed a claim under Minimum wages act,1948 before the Asst Commissioner of Labour, Hyderabad-II in which they contended that the appropriate government under Minimum wages act for their establishment is the central government and accordingly the claim was disposed off. The respondent further stated that applicant already claimed a similar relief in IA No.5/08 in SE No...2008 before the Authority under sec 50 of A.P.Shops & establishment act,1988 and Asst Commissioner of Labour, Hyderabad-II and the matter is pending. Further stated the applicant also filed PW2/08 and PW3/08 before this Authority claiming reliefs, hence stated that the applicant did not come before this Authority with clean hands. Therefore, requested to dismiss the claim as the applicant was never an employee of their organization.

Subsequently the respondent filed an IA to amend the main petition to include the contractor M/s.Global Security & investigation services, A-28, Vedvihar, AWHO colony, Subhashnager, Secunderabad 500015 as a necessary party. In response the applicant filed a memo stating that he was a contract security employee through M/s.Global Security & investigation services and worked for the period from 15/9/1999 to 30/4/2001. Its chief executive Lt.Col.HS Malhotra expired in a road accident on 23/3/2001 at Nagpur. Before filing the present claim he searched for the agency at the given address and whereabouts from the neighbors. Since whereabouts are not known he did not include him as necessary party.

On behalf the applicant he himself deposed as PW1 and on behalf the respondent Smt. R.Subbalakshmi w/o.Krishnan, Dy.General Manager(HR) deposed as RW1.





The brief facts stated by the applicant in his chief examination affidavit are that he worked with the respondent as security employee through M/s. Global Security & Investigating services sponsored by Director General of Resettlement (DGR) from 15/9/1999 to 30/4/2001. The DGR fixes minimum wages and allowances. Further stated that he was entitled for minimum wages as per GOs 1) F12 (142) 98/MW/Lab/511 dt.28.9.2001 and 2) F12 (142) 98/MW/Lab/110 dt.26.2.1999 from the respondent. The respondent has paid wages @Rs.4147/- to contractor agency instead of Rs.6200/-p.m and Rs.5709/-p.m respectively. Therefore he filed the 3 claim petitions as per the details given below:

Case No	Entitled wages	Paid wages	Difference	Working Period (Months)	Total due wages	Interest @18% claimed
PW1/2008	4147	1969	2170	19 1/2	42471	61160
PW2/2008	5709	4147	1562	19 1/2	30459	43864
PW3/2008	6200	5709	491	19 1/2	9575	23367

Further stated that he was entitled for the above wages after he was discharged from duties on 30/4/2001 but it was not paid. He requested the respondent for payment of the same vide letter dt.13/2/2008 and since no response came he filed the present claim petition. The PW1 further stated that the delay in filing is due to ignorance of law which is not barred by the limitation act. Therefore requested for allowing the above shown claim amounts. Following documents are filed on behalf of applicant.

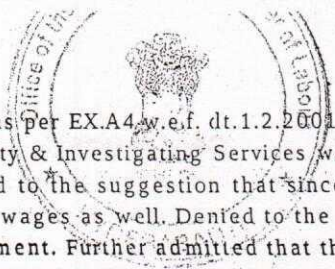
- EX.A1 - Xerox copy of Invoice letter dt.1/6/2000 given by Global Security & Investigation services to the respondent
- EX.A2 - Xerox copy of wage bill of security staff for the month of Jan 2000.
- EX.A3 - Copy of the letter dt.27.3.2000 about revision of wages.
- EX.A4 - Copy of the letter dt.15.10.2001 about revision of minimum wages w.e.f. dt.01.2.2001.

PW1 In his cross examination denied to the suggestion that he never worked with the respondent. But admitted that he was not given appointment letter. To the suggestion stated that he filed a claim IA 5/2008 before the Asst Commissioner of Labour but for other relief. Further agreed that the claim MW 252/06 was disposed off as not maintainable. Agreed that he was a contract employee through M/s. Global Security & investigation services and placed in respondents organization.

RW1 in her affidavit filed in lieu of chief examination stated that the applicant was never an employee of their organization, as such he is not entitled for any amount as claimed in the petition. Further stated that there is no reasonable ground to condone the delay of 4 years and 270 days as ignorance of the law is no excuse. Further stated that the applicant was only a contract labourer working under M/s. Global Security & Investigating Services, a contractor whose services were availed by their corporation on being sponsored by Director of Resettlement, Ministry of defence, Govt of India. Further RW1 reiterated the facts that are already stated in her counter.

RW1 in her cross examination admitted that the applicant worked from 15/9/1999 to 30/4/2001 as a contract worker through agency Global Security & Investigating Services. To the suggestion stated that she is not aware of the document marked vide EX.A3 which is the Xerox copy of letter dt.27.3.2003 that shows the revision of wages. She further stated that they paid wages to the contractors in terms of contractual agreement but denied that they need to pay @Rs.5709/-, but she added that they paid Rs.5296/- as per amended agreement marked as EX.R1 including service charges of contractor. To the suggestion denied that the applicant was eligible for Rs.5709/- from 15/9/1999 to 30/4/2001 but was paid Rs.1969/- only. To the suggestion stated that she is aware of the document marked vide EX.A4 but not aware whether





the workman was paid Rs.6000/- as per EX.A4 w.e.f. dt.1.2.2001 or not. Further agreed that the agreement with M/s.Global Security & Investigating Services was foreclosed 4 months prior to the period of contract. But denied to the suggestion that since the contract is foreclosed the applicant is entitled for 4 months wages as well. Denied to the suggestion that the applicant is entitled for 60 days leave encashment. Further admitted that the contractor has expired. To the suggestion denied entitlement of claimed wages in all the three claims filed before this Authority.

The condonation of delay of 2100 days in filing the claim by the applicant is allowed by taking a liberal view. Further I frame the following issues to be answered before finally deciding the matter.

1. Whether the applicant is a contract employee under the respondent company.
2. If yes, at what rate contract employee need to be paid wages, and
3. Who is responsible for payment of wages?

On the first issue, the applicant in his chief affidavit claimed that he worked with the respondent as security employee through M/s. Global Security & Investigating services sponsored by Director General of Resettlement (DGR) from 15/9/1999 to 30/4/2001. The witness for respondent, RW1, in her cross examination admitted that the applicant worked from 15/9/1999 to 30/4/2001 as a contract worker through agency Global Security & Investigating Services. Therefore the employment of the applicant as a contract employee with the respondent is an admitted fact.

On the second issue, the applicant claimed that the Director General of Resettlement(DGR) fixes minimum wages and allowances and accordingly he is entitled for minimum wages as per GOs 1) F12 (142) 98/MW/Lab/511 dt.28.9.2001 and 2) F12 (142) 98/MW/Lab/110 dt.26.2.1999 from the respondent company. Whereas the RW1 in her cross stated that they paid wages to the contractors in terms of contractual agreements only. But she has not disputed the applicability of minimum wages fixed by DGR which is the sponsoring agency of the contractor, wage rates are marked vide EX.A3 and EX.A4. Further careful reading of the amended agreement marked vide EX.R1 filed by the respondent in clause 2.0, it states that "*The revised rates from 1.9.99 to 12.6.2000 and from 13.6.2000 onwards will be as per the Annexure IA and IB and in line with the wage structure as prescribed by DGR*". Therefore the applicability of minimum wages fixed by DGR to the applicant is proved beyond doubt.

On the third issue of who is responsible for payment of wages, lets examine the applicable laws to both applicant and respondent. In the present case the Principal employer(respondent), contractor and contract worker(applicant) are all covered by the provisions of The Contract Labour Act(R&A) Act, 1970. The sec 21 of the Act states that:

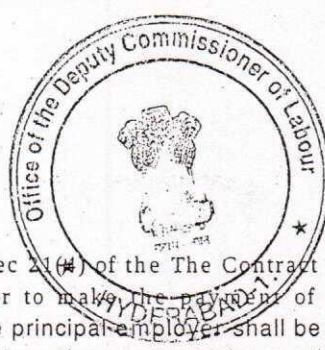
**21. Responsibility for payment of wages.**—(1) *A contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.*

(2) *Every principal employer shall nominate a representative duly authorised by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.*

(3) *It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorised representative of the principal employer.*

(4) *In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.*

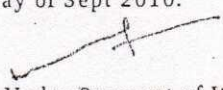




Therefore in terms of Sec 21(A) of the The Contract Labour Act(R&A) Act its the primary responsibility of the contractor to make the payment of wages. However if such contractor makes short payment then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor. In the present case, the applicant who is the contract labour claims that he is made short payment of wages by the contractor hence filed the claims against the Principal employer for payment of such difference of wages in 3 separate claims in PW1/2008,PW2/2008 and PW3/2008. How ever the applicant did not file any documentary proof to show exactly how much he was paid during each claim period. The contractor who is supposed to maintain such details could not be made party because he was expired in a road accident on dt.23/3/2001.

In these circumstances, the Principal employer is directed to calculate the difference of wages payable to the contract worker basing on the payments already made to the contractor and yet to be made in terms of the DGR rates for three different claim periods mentioned in PW1/2008,PW2/2008 and PW3/2008. Such calculated differences of wages is to be paid to the applicant with in (30) days from the date of receipt of this order along with the detailed statement of calculation. However if the applicant notices any discrepancy in calculations he is at liberty to prefer fresh claims against the Principal employer. Accordingly the claims PW1/2008,PW2/2008 and PW3/2008 are disposed off.

Given under my hand and seal this court on this 20<sup>th</sup> day of Sept 2010.

  
The Authority Under Payment of Wages  
Act,1936 & Dy. Commissioner of Labour,  
Hyderabad-I

**Deputy Commissioner of  
Labour, Hyderabad-I.**

TO

1. Joseph Samuel  
H.No. 1-3-49/103,  
Plot no 39, Anandrao Nager, Old Alwal  
Secunderabad-10
2. M/s. Power Grid Corporation of India ltd  
SRTS Headquarters, GHMC Complex, RP Road,Secunderabad-3

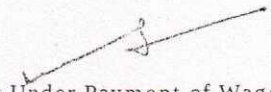
DOCUMENTS MARKED

For applicant:

- EX.A1 - Xerox copy of Invoice letter dt.1/6/2000 given by Global Security & Investigation services to the respondent
- EX.A2 - Xerox copy of wage bill of security staff for the month of Jan 2000.
- EX.A3 - Copy of the letter dt.27.3.2000 about revision of wages.
- EX.A4 - Copy of the letter dt.15.10.2001 about revision of minimum wages w.e.f. dt.01.2.2001

For Respondent:

- EX.R1 - Copy of amended agreement with the contractor

  
The Authority Under Payment of Wages  
Act,1936 & Dy. Commissioner of Labour,  
Hyderabad-I

**Deputy Commissioner of  
Labour, Hyderabad-I**



दश टका दश टिका दस रुपिया कडु पळ्ळळी 10.00 പത്തു രൂപ दहा रुपये ଦଶ ଟକା ଦଶ ଟିକା ଦସ ରୁପଟେ ଦଶ ରൂପ्यकाणि

अपरक्राम्य  
NOT NEGOTIABLE

भारतीय पोस्टल आर्डर  
INDIAN POSTAL ORDER

डाक महानिदेशक DIRECTOR GENERAL OF POSTS

PAY TO DY Genl Manager

HRM

दस रुपए की रकम THE SUM OF RUPEES TEN ONLY

₹ 10

AT THE POST OFFICE AT

Sec'abad

के डाकघर में अदा करें।

डाक टिकट  
POSTAGE STAMPS

पोस्ट मास्टर POSTMASTER

इस लाइन के नीचे मत लिखिए DO NOT WRITE BELOW THIS LINE

48F 867560

कमीशन COMMISSION रुपया 1 RUPEE

प्रेषक अपना नाम और पता यहां लिखें।  
SENDER MAY FILL IN HIS NAME AND ADDRESS HERE

B. Joseph Samuel

HRM 1-3-44/103/PL 39

Arumol Row Nizam

Old Anusah Sec'abad 10

50 D 01 B

പകർച്ച

36 00000000

1000

R.P.A.D

The Deputy General Manager (HRM) - P  
M/s Power Grid Corporation of India Limited G  
SRTS Headquarters. Kavadiyuda.  
Secunderabad. - 500080

B. Joseph Sarma  
104 1-3-49 (102) PL 39  
Amund Rao Nagar  
Old Hyderabad - Secunderabad  
500010

पावरग्रिड, सिकंदराबाद  
POWERGRID, SECUNDERABAD-80.  
केंद्रीय प्रवच/ Central Despatch

दिनांक  
Date 22 OCT 2019

पावती संख्या: .....  
Receipt No: .....







RM1783906151M

Counter No: 6, 21/10/2019, 12:17

Am1: 25.00 (Cash) Mt: 20ms

From: SECUNDERABAD H.O. <300003>

To: Hub

Del PO: Bhandinagar S.O. <300080>

