

BEFORE THE DEPUTY LABOUR COMMISSIONER AND CONCILIATION
OFFICER, DIVISION - 1, BANGALORE

PTN/CR-106/2015-16

FIRST PARTY

1099
:
Garment and Textile Workers Union,
No.17/1, First Floor, New
Goddadahalli, Mysore Road,
Bangalore - 560 026

VS.

SECOND PARTY

: 1 M/s. Avery Dennison India Limited,
Plot No. 6B, I st Main, Phase I,
KIADB Layout, Peenya Industrial
Area, Bangalore - 560 058

STATEMENT OF OBJECTIONS FILED BY THE SECOND PARTY MANAGEMENT.

The Second Party respectfully submits as follows:

1. The Second party is in receipt of the notice dated: 06.12.2017 enclosing the copy of the Petition dated 5.12.2017 submitted by the first party and has called upon the second party to file its objections in 5 sets. Hence, the second party submitting its Objection Statement in 5 sets.
2. The First Party union has raised the above dispute alleging that the second party management has terminated the services of 39 contract workmen engaged by the contractor M/s. ADECCO India Pvt. Ltd. and M/s. Sri Udyog Enterprises when the conciliation proceedings is under discussion before this Hon'ble Authority. At the outset, it is submitted that the dispute raised by the First Party union against second party is not maintainable either in law or on facts and the dispute cannot be entertained at all.
3. It is submitted that the Second party is a private limited company registered under the Company's Act. One of the factory of the Second party is located at Bengaluru and the same was established in the year 1997. The second party Company has its largest state -of-art manufacturing facility at Bangalore, apart from four other such facilities in Gurgaon and Pune. It also has an R & D centre in Pune, and a

Knowledge centre in Bangalore, and got sales offices across the Country. It employs about 1250 employees on its rolls at Bangalore. The service conditions of the employees are governed by the terms of appointment.

4. It is submitted that for carrying out the regular nature of work, the Company has employed about 1250 Employees in all categories. Some peripheral works have been entrusted on contract basis to the contractors.
5. It is submitted that the work of House Keeping, Loading & Unloading, and Packing Works have been given on contract to the contractor M/s. **Adecco India Pvt. Ltd** and M/s. **Sri Udyog Enterprises**. The said Contractors have engaged their own labourers of their choice and carrying out the works undertaken by them on contract basis.
6. It is submitted that the Second Party Company has registered its Establishment under the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor has also obtained License under the said Act.
7. It is submitted that the contractors will raise the bill once in a month against the Second Party Company in respect of the works carried out by them. Along with the bill the contractors gives the salary details of their labourers. Against the bill, the Second Party makes payment to the Contractors.
8. It is submitted that the workmen involved in this dispute are employed by the said Contractors. The work was allotted and supervised by the Contractors. The Contractors were giving wages to their workmen. The workmen were under the control and supervision of the Contractors. The Second Party company does not exercise control and supervision over the work of the contract Labourers.
9. It is submitted that the Contract labourers are all covered under ESI and PF by the Contractors and remits contributions under their code numbers as the Contractor is having its own ESI and PF Code Numbers.

10. It is submitted that the contract workmen were the employees of the contractor i.e., M/s. Udyog Enterprises and M/s. Adecco India Pvt Ltd. They are not the employees of the Second party company. There is no jural relationship of the Employer and employee between the Second party company and the contract labourers. The first party union has raised dispute in respect of the contract labourers and made the company as party to the dispute. The second party company is in no way answerable to the claims of the first party in respect of the termination when the contract labourers by the contractors.
11. It is submitted that the Second Party company has been unnecessarily arrayed as a party to the dispute. The First Party has to take up the issue of the contract labourers with their employer ie the Contractors and the Contractors are answerable to the claims made by the First Party union. Considering this aspect of the matter the dispute raised against the Second Party company is not maintainable and it should not be entertained.
12. Without prejudice to the above contentions, the second party traverse below on each para of the claim Petition:
13. The averment of the first party union that they have raised the dispute before this Hon'ble Authority to direct the management to regularise the services of the contract workmen engaged by the contractors in PTN/CR-93/2017-18 is not in dispute. The second party management has already filed the statement of objection by taking the contention that the workmen involved in the said dispute are the workmen of the contractors not of the second party company. They cannot ask the second party company for regularisation.
14. The averment of the first party that the second party management has terminated the services of 39 contract workmen is not correct and denied as false. The list of workmen furnished by the first party along with their letter dated 5.12.2017 were the employees of the contractor and the first party union made it clear in the said letter that they were working under the contractor. As explained in the previous paras that the workmen involved in this dispute were working under the contractor therefore the question of termination of the contract workmen by the second party company does not arise.

15. The averment of the first party union that the management has threatened the workmen orally that there is no work here for the contract workmen is not correct. The workmen were working under the contractor and the second party management will not interfere in the affair of the contractor in recruitment, or transfer or termination of contract workmen.
16. The second party management has not terminated the contract with the contractor as alleged by the first party union in the letter dated 5.12.17 addressed to this Hon'ble Authority.
17. In view of the above, there is no justification in the dispute raised by the first party. The Second Party is, therefore, not a proper and necessary party to the present dispute. The claim made against the Second Party is, therefore, not maintainable and should not be entertained.
18. Wherefore, the Second Party most respectfully prays that the Authority be pleased to advise the First Party suitably in the matter and to treat the matter as closed in the interest of justice and equity.

Bangalore,
Date:

Second Party

VERIFICATION

I, _____, _____ of the Second Party, do hereby declare that what all stated above are true to the best of my knowledge, information and belief.

Bangalore,

Date:

Second Party