

BEFORE THE DEPUTY LABOUR COMMISSIONER AND CONCILIATION
OFFICER, DIVISION - 1, BANGALORE
PTN/CR-93/2017-18

Between
Garment & Textile workers Union,
Bangalore 560 026.

: First Party

And

1. M/s. Avery Dennison India Ltd,
Bangalore
2. M/s. Sri Udyog Enterprises,
Bangalore
3. Adecco India Pvt Ltd,
Bangalore.

: Second Party

STATEMENT OF OBJECTIONS OF THE SECOND PARTY NO.3

The Second Party No.3, respectfully submits as under:

1. It is submitted that the above dispute is not maintainable either in law or on facts and that the same is liable to be rejected by this honble authority.
It is submitted that the second party No.3, is an independent legal entity, and is engaged in manpower supply to establishments in and around in the city of Bangalore. It is submitted that the second party no.3, engages personnel on a fixed term contract and the contract is for a period of one year, renewable each year.
2. It is submitted that the second party No.3, has entered into a contract with the second party No.1, herein and the personnel engaged by it are all issue with letter of appointment detailing the terms and conditions of employment. Each of the person engaged is covered under the provisions of ESI & PF scheme. They are paid monthly salary, and granted leave and holidays. It is also relevant to

state that the second party No.3, has taken License under the contract labor (Regulation & Abolition) Act.

3. It is submitted that as per the contract entered into, with the principal employer, the personnel are deployed to work at the place of the principal employer. The personnel so deployed are engaged to do packing/helpers and pickers. The supervisor employed by the second party No.3, supervises the work performed by these employees. Their monthly salary is transferred to their individual bank accounts. There are about 50 employees deployed to work in the second party No.1, factory and that they are the employees of second party No.3, herein. It is submitted that besides, the above benefits, they are also granted Gratuity if they quit their employment after working in for five continuous years of service, and are paid bonus as per the payment of bonus act.
4. It is submitted that barring these 40 to 50 employees, none of the other employees of our establishment are members of the first party union. It is submitted that the first party union is a general union, and it is not an union, where all our employees are its members. It is submitted that on this ground alone the dispute cannot be espoused by the first party union, as they have no locus standii.
5. The second party No.3, further submits that the averment made by the first party, that it is a sham contract is not true, and the agreement entered into between the parties is legal and valid in law. The further averment that their members are working for the past 10 to 12 years is not true, since the second party no.3, has employed them only from the year 2011. It is submitted that the second party No.3, has not employed any pickers/packers/ helpers on it's rolls and that these category of employees numbering around 50 are all employed by second party No.3 alone.

6. It is further submitted that the nature of work performed by these employees are all permitted under law, and that the said jobs is not prohibited under law.
7. It is submitted that the claim made by the first party is wholly misconceived, and that the above dispute is not maintainable in law and is liable to be rejected by this authority. It is further submitted that names of some of the persons named therein are persons who are no longer in the employment of the second party no.3, and that some of them have already resigned from their jobs and have settled their accounts in full and final. This in itself amply demonstrates the malafide intentions of the first party by seeking regularization of these persons also.
8. The averment at Para (7) of the claim petition the second party has employed the technique of subterfuge is hereby denied. It is submitted that the transaction between the contractor and the principal is transparent, so also is the relationship between the employer and employees. The first party without quoting any specific judgment of either the Supreme Court or that of any high court, has generally averred that the courts have down heavily in itself is false and misleading.
9. The further allegation that employees are denied social security benefits is false and baseless. It is submitted that every single employee is covered under the provisions of EPF and ESI Scheme. Apart this the employees are also covered under an insurance policy which has a 24 hour coverage, for accidents either in the course of employment or otherwise. The further averment that the second party No.2, is only an intermediary in order to avoid benefits to the employees is false and baseless.

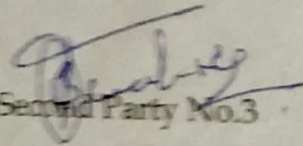
10. The averment that the jobs being processed in nature and that the principal cannot employ contract labor for such personnel nature of jobs and that the same is illegal is far removed from truth. It is more truthfully submitted that no kind of there is no prohibition for employment of such labor, the same cannot be termed as illegal or unlawful. The prayer of the first party to pay the employees of the second party No.3, on par with the employees employed by second party No.1, cannot be met with, as there are no such employees engaged by the second party No.1, and that the wages and other services conditions prevalent in the second party No.3, establishment is at par with the several other similarly situated establishments in the region.

11. All other averments which are not specifically traversed in this statement of objections is hereby denied.

WHEREFORE, it is prayed that the claim of the first party is not maintainable and that the same is liable to be rejected on the ground of there being no locus standii, to meet the ends of justice.

Bangalore

Dated : 1-02-2018


Second Party No.3