Registered No. DA-1

The Bangladesh Gazette

Extraordinary

Published by Authority

MONDAY, JUNE 16, 1975

MINISTRY OF LABOUR, SOCIAL WELFARE, CULTURAL AFFAIRS AND SPORTS

(Labour and Social Welfare Division)

Section VI

NOTIFICATION

Dacca, the 12th June 1975.

No. S.R.O. 194-L/75/S-VI/1(16)/75/212.—In pursuance of sub-section (2) of section 37 of the Industrial Relations Ordinance, 1969 (XXIII of 1969), the Government is pleased to publish the awards and decisions of the Labour Court, Rajshahi in respect of the following cases, namely :

(1) I. R. O. Case No. 14 of 1973.

(2) I. R. O. Case No. 59 of 1974.

(3) I.R.O. Case Nos. 87 and 88 of 1974.

(4) I. R. O. Case No. 9 of 1975.

(5) I. R. O. Case No. 10 of 1975.

By order of the President

A. F. M. NOORUL ISLAM

Deputy Secretary.

Price : 96 *Paisa*

IN THE LABOUR COURT AT RAJSHAHI IN BANGLADESH

Kazi Nazrul Islam Road, Rajshahi.

I.R.O. Case No. 14 of 1973

Bangladesh Chinikal Sramik Union, P.O. Gopalpur, P.S. Lalpur, District Rajshahi—*First Party*,

versus

(1) North Bengal Sugar Mills Co. Ltd., P.O. Gopalpur, P.S. Lalpur, District Rajshahi.

And

(2) Bangladesh Sugar Mills Corporation, Shilpa Bhaban, Motijheel Commercial Area, P.S. Ramna, Dacca—2—*Second Parties*.

PRESENT:

Mr S. M. Serajul Mawla—*Chairman*.

Order No. 14, dated 22nd April 1975:

First party files a petition stating that the case has been compromised and they do not like to proceed with the case. Hence ordered,

That the case be withdrawn.

Typed by Mr Md. Nural Hoque, Stenographer, Labour Court, Rajshahi.

S. M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.

S. M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.
22-4-1975.

22-4-1975.

IN THE LABOUR COURT AT RAJSHAHI IN BANGLADESH

Kazi Nazrul Islam Road, Rajshahi.

I.R.O. Case No. 59 of 1974.

Chairman, Gaibanda Thana Central Co-operative Association Ltd. Employees, Union, Regn. No. RAJ-18, V-AID-Road, Katibaripara, P. O. Gaibanda, District Rangpur—*First Party*,

versus

(1) Chairman, Gaibanda Thana Central Co-operative Association Ltd., P.O. Gaibanda, District Rangpur,

(2) Secretary, Gaibanda Thana Central Co-operative Association Ltd., P.O. Gaibanda, District Rangpur—*Second Parties*.

PRESENT;

Mr S. M. Serajul Mawla—*Chairman.*

Mr Md. Amjad Ali .. .. } *Members.*

Mr S. K. Paul .. .. }

Order No. 14, dated 10th April 1975:

Parties absent on repeated calls and took no step.

Ordered

That the case be dismissed for default.

Sd/—Md. Amjad Ali
10-4-1975.
Sd/—S.K. Paul
10-4-1975.

S. M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.
10-4-1975.

Typed by Mr Md. Nural Hoque, Stenographer,
Labour Court, Rajshahi.

S. M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.
10-4-1975.

IN THE LABOUR COURT AT RAJSHAHI IN BANGLADESH

Kazi Nazrul Islam Road, Rajshahi.

I.R.O. Case Nos. 87 and 88 of 1974.

Md. Majed Ali Sk., S/o. Mvi. Khejmatullah Sk., village Katnerpara (Kalitalabat) P.O. Bogra, District Bogra—*First Party,*

versus

(1) General Manager, Bogra Cotton Spinning Co. Ltd., College Road, Bogra.

(2) Labour Officer, Bogra Cotton Spinning Co. Ltd., College Road, Bogra—*Second Parties.*

PRESENT:

Mr S. M. Serajul Mawla—*Chairman.*

Mr Md. Amjad Ali .. .. } *Members.*

Mr S. K. Paul .. .. }

Dated 25th April 1975:

Petitioner Md. Majed Ali Sheikh instituted Complaint Case No. 7 of 1974 on 4th September 1974 under section 25 of Employment of Labour (Standing Order) Act alleging that he was placed under order of suspension with effect from 27th June 1974 on different charges and inspite of his petition dated 31st August 1974 the Opposite Parties neither reinstated him nor dismissed him from the service. Hence this case for reinstatement with back wages. Subsequently by petition of amendment it was made a case under section 34 of I.R.O. and was numbered as I.R.O. Case 88 of 1974.

The same petitioner Md. Mjid Ali Shikh instituted I.R.O. Case No. 87 of 1974 under section 47, I.R.O. on the ground that he has been dismissed from service during the pendency of case No. 7 of 1974. His contention is that he was an employee under order of suspension when be filed the complaint case but now he is a dismissed employee and in this way his service conditions have been altered by the Opposite Parties.

The defence of the second parties in the first case is that it is premature. In the second case they pleaded that the petitioner was kept under order of suspension from 27-6-1974 to 22-8-1974 and was given subsistence allowance and pay as admissible under the rules and was dismissed on 22-8-1974. On his refusal to receive the order the same was sent to him by post with acknowledgement due but the petitioner managed to delay the despatch in league with the office assistant and office peon.

As regards his first case though it was made an I.R.O. case under section 34 he is bound to observe the legal formalities as laid down in section 25 of the Employment of Labour (Standing Order) Act. If his petition dated, 31-8-1974 be treated as a grievance petition the case instituted on 4-9-1974 is premature. The transfer of the case to I.R.O. file did not cure the defect. Hence this case is bound to fail as premature. As regards his second case under section 47 of I.R.O. even it is conceded that the order of dismissal in the proceeding case was passed after the institution of the first case on 4-9-1974 even than this is no ground for taking action under section 47, I.R.O. For the purpose of section 47 I think dismissal of a suspended employee under section 18 of Employment of Labour (Standing Order) Act does not amount to change in the conditions of service as contemplated in section 47 of I.R.O. A case instituted by an employee who is under order of suspension may remain pending in Court for months together for various reasons but a proceeding drawn up under section 17 can not be kept pending for unlimited period. I am also of the opinion that the order of dismissal was passed before second party received notice of Complaint Case No. 7 of 1974. Hence in any view of the matter the petitioner has got no cause of action under section 47 I.R.O. against the Opposite Parties.

Learned members consulted.

Hence Ordered

That the I.R.O. Case Nos. 88 and 87 of 1974 are dismissed on contest without cost. This judgement shall govern both the cases.

Sd/—Md. Amjad Ali
25-4-1975.
Sd/—S.K. Paul
25-4-1975.

S. M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.
25-4-1975.

Note taken and transcribed by Mr Md. Nural Hoque at my dictation and corrected by me.

S.M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.
25-4-1975.

IN THE LABOUR COURT AT RAJSHAHI IN BANGLADESH

Kazi Nazrul Islam Road, Rajshahi.

I.R.O. Case No. 9 of 1975.

Md. Fazar Ali Mollah, Vill. Kathalbaria, P.O. and P.S. Natore, District Rajshahi—*First Party*,

versus

Project Officer, Thana Kendrio Samabay Samity, Vill. Bangajal, P.O. and P.S. Natore, District Rajshahi—*Second Party*.

PRESENT :

Mr S. M. Serajul Mawla—*Chairman*.

Mr Md. Amjad Ali .. .. } *Members*.

Mr S. K. Paul .. .. }

Order No. 4, dated 17th April 1975:

First party absent on repeated calls and took no step. 2nd party is present. There is no substance in this case and hence it is hereby dismissed.

S. M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.
17-4-1975.

Sd/—Md. Amjad Ali
17-4-1975.
Sd/— S. K. Paul
17-4-1975.

Typed by Mr Md. Nurul Hoque, Stenographer,
Labour Court, Rajshahi.

S.M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.
17-4-1975.

IN THE LABOUR COURT AT RAJSHAHI IN BANGLADESH

Kazi Nazrul Islam Road, Rajshahi.

I.R.O. Case No. 10 of 1975,

Md. Sekendar Ali, Vill. Bangajal, P.O. and P.S. Natore, District Rajshahi—*First Party*,

versus

Project Officer, Thana Kendrio Samabay Samity, Vill. Bangajal, P. O. and P.S. Natore, District Rajshahi—*Second Party*.

PRESENT:

Mr S. M. Serajul Mawla—*Chairman.*

Mr Md. Amjad Ali .. .. } *Members.*

Mr S. K. Paul .. .. }

Order No. 4, dated 17th April 1975:

First party absent on repeated calls and took no step. 2nd party is present. There is no substance in this case and the case be hereby dismissed.

S. M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.
17-4-1975.

Sd/—Md. Amjad Ali
17-4-1975.
Sd/—S. K. Paul
17-4-1975.

Typed by Mr Md. Nurul Hoque, Stenographer,
Labour Court, Rajshahi.

S.M. SERAJUL MAWLA
Chairman,
Labour Court, Rajshahi.
17-4-1975.

MINISTRY OF LABOUR, SOCIAL WELFARE, CULTURAL AFFAIRS AND SPORTS

(Labour and Social Welfare Division)

Section VI

NOTIFICATION

Dacca, the 13th June 1975.

No. S.R.O. 196-L/75/S-VI/1(1)/75/217.—In pursuance of sub-section (2) of section 37 of the Industrial Relations Ordinance, 1969 (XXIII of 1969), the Government is pleased to publish the awards and decisions of the Labour Court-I, Dacca, in respect of the following cases, namely :—

(1) I. R. Case No. 209 of 1974.
(2) I. R. Case No. 384 of 1974.
(3) I. R. Case No. 459 of 1974.
(4) Complaint Case No. 31 of 1974.
(5) Complaint Case No. 32 of 1974.
(6) Complaint Case No. 50 of 1974.
(7) Complaint Case No. 57 of 1974.

By order of the President
MUHAMMAD KHADEM ALI
Deputy Secretary.

IN THE FIRST LABOUR COURT OF BANGLADESH

170, Shantinagar Road, Dacca.

I. R. Case No. 209 of 1974.

Ram Chandra Poddar—*Fisrt Party.*

versus

General Manager, Dacca Cotton Mills—*Second Party.*

PRESENT :

Mr Amanullah Khan—*Chairman.*

Mr M. Karim
Mr M. A. Mannan } *Members.*

This is an application under section 34 of the Industrial Relations Ordinance, 1969.

The First Party Ram Chandra Poddar was a Gate Clerk in the Dacca Cotton Mills. He remained absent during the period of liberation war. His case here is that he reported for duty in May, 1972 when the mill reopened and continued to report for duty from time to time and every time he was assured that he would be allowed to resume duties but he was never actually permitted to join, though he was advanced money occasionally. He further alleges that he lastly applied in writing on 13-6-1974 and again verbally on 5-7-1974 for permission to join when he was told that he had attained the retiring age of 57 years and could not be allowed to join.

The Second Party Management in its written statement submits that the First Party never reported for duty after the mill reopened and he cannot be permitted to join as he had long ago reached the age of 67 years. It is also submitted that this case is not maintainable and is barred by limitation and waiver.

The First Party Ram Chandra Poddar in his deposition says that he reported for duty on the date the mill reopened in May, 1972 and the General Manager Anwar Hossain asked him to report later on. He reported several times and after about a year he reported in writing but was given no formal reply. Thereafter, he was told to await the result of I. R. Case No. 62 of 1972 and nine other cases filed by other workers for reinstatement. His further deposition is that he reported for duty again after disposal of the cases on 13-6-1974. But again he was asked to await the decision of the management and finally on 5-7-1974 he was told that he was far advanced in years to serve Second Party witness No. I, Anwar Hossain, now General Manager, Dacca Cotton Mills says that the petitioner reported for duty nor did they ever assured him that his case would be considered after the cases of other workers of similar nature were decided. This case has been filed on 13-7-1974 and the I. R. Case No. 62 of 1972 was filed on 10-8-1972 and decided on 14-5-1974 but nowhere in his application Ram Chandra Poddar said that he was ever asked to await the decision of case No. 62 of 1972 and other cases of 1972. So, that explanation for not filing this case so long is not acceptable,

But application dated 24-5-1972, Ext. 2, application dated 19-6-1972, Ext. 2 (a) application dated 2-8-1972, Ext. 2(b) and application dated 28-8-1972, Ext. 2(c show that Ram Chandra Poddar prayed on all these dates for permission to join his work. In his application before this Court filed, he did not, however, say that he filed written petition for permission to join except on one occasion, *i.e.*, 13th of June, 1974 by Ext. A. So it was suggested to him that all these applications marked Exts. 2 series filed after he was recalled, several days after this case was first heard and postponed were fabricated afterwards for the purpose of this case. I would have accepted the suggestion; but for the fact that the Exts. 2 and 2(a) bear seal of Dacca Cotton Mills and Ext. 2(b) bears signature of one Mohammad Sakhawatullah, Receiving Clerk of Dacca Cotton Mills. That Mohammad Sakhawatullah was a Receiving Clerk of Dacca Cotton Mills is not denied. So these petitions even if he did not mention them while filing this case must have been filed before the management seeking permission and complaining about the refusal of the management not to grant such permission. So the case of the management that Ram Chandra Poddar never reported for duty is a down-right falsehood. Ext. 2(c) was, of course, filed as a grievnace petition. But that makes no difference. The management could have replaced to it stating that either it would grant the permission to join or refuse such permission. A note at the margin of this grievance petition suggests that this petition was sent by a registered post bearing receipt No. 33 with ackowledgement due and a postal receipt No. 33 with acknowledgement bearing the seal of Dacca Cotton Mills and the initial which appears to be that of Mohammad Sakhawatullah has also been filed along with this petition showing that his grievance petition must be genuine and must have reached the management in time. The management has nothing to show that it had anything to say on these petitions praying for permission to join. Petitions Ext. A and A(I) dated 28-11-1973, 14-2-1974 respectively filed by this Ram Candra Poddar and receipts dated 5-12 1973, and 14-2-1973 and 14-2-1974 marked Ext. B and B(I) respectively and a token dated 3-12-1973 Ext. D bearing a note dated 15-12-1973 of one Abdul Hannan addressed to one Biswas Saheb and approved by some other persons further show that Ram Chandra Poddar was complaining of his financial difficulty on account of his continued unemployment and was praying for arrear wages from time to time and he was being paid as prayed for. These papers have been filed by the management and clearly show that Ram Chandra Poddar not only approached the management for payment but complained of his financial difficulty on account of their refusal to employ him so long. So, I have no doubt left that this First Party Ram Chandra Poddar had from time to time tried to resume his duties and was dealth with by the management in a most callous manner. In the circumstances, I would have ordered him reinstatment if not with arrear wages but for the fact that according to his own statement in cross examination he is now aged almost 70 years. Under section 6 of Act XII of 1974 retiring age has been fixed at 57 years of age and whenever this age limit is reached a worker must be considered to have retired unless he has been otherwise retained under any provisions of law. Here Ram Chandra Poddar admits in his cross examination that he was 55 years of age in 1960. So he retires as soon as this Act of XII of 1974 came into operation if not earlier. He must, however, receive all the benefits he is entitled to under any rules framed by the Government in this regard.

Unfortunately for him this case cannot be considered maintainable in view of the facts that he is a retired worker now and this case u/s. 34 of the Industrial Relations Ordinance, 1969, is not maintinable, he being no longer

in service and this dispute being not connected with any 'industrial dispute. I may also point out here that he once served a grievance petition Ext. 2 (C) but did not come up with a case u/s. 25 of the Employment of Labour (Standing Orders) Act, 1965; but that will not make this case not maintainable because one may not proceed u/s. 25(I) (b) of the Employment of Labour (Standing Orders) Act, 1965, even after serving grievance petition and may choose to proceed u/s. 34 of the Ordinance provided a case u/s. 34 of the Industrial Relations Ordinance, 1969, is maintainable. In the present case we have already found that it is not maintainable under section 34 of the Industrial Relations Ordinance, 1969.

Ordered

The case be dismissed on contest but without costs.

Members consulted.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
5-4-1975.

Dictated.
AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
5-4-1975.

আমি একমত
স্বাঃ আঃ মান্নান।

আমি একমত।
স্বাঃ ম, করিম।

IN THE FIRST LABOUR COURT IN BANGLADESH

170, Shantinagar Road, Dacca.

I. R. Case No. 384 of 1974.

Nazir Ahmed—*First Party,*

versus

Manager, M/s. Bux Rubber Co. Ltd.,—*Second Party.*

PRESENT :

Amanullah Khan—*Chairman.*
Mr M. Karim } *Members.*
Mr M. A. Mannan }

The First Party was a worker in the Bux Rubber Co. Ltd. (a nationalised enterprise). He was retired on 22-8-1973 on the plea that he had completed the age of 55 years on the date. It is further alleged that the First Party has been continuing in his old job but has not been getting the benefit of Pay Commissions Report. It is acontended that the order is illegal and that he is entitled to work till he competes the age of 57y ears.

It is not denied that the First Party had been retiredon 22-8-1973 on the ground that he had completed 55 years of age on the date. Public Servant's retiring age was fixed at the completion of 55 years of age under President's Order No. 14 of 1972. This Order was in force even some days after 22-8-1973 and subsequently the Order was repealed and the age of retirement had been raised to 57 years of age. But, before the change of retiring age came into force, the First Party had already reached and completed the age of 55 years. So he is a legally retired worker. He cannot claim to be retained. According to his own showing he was 55 years of age in 1960. So he is almost 67 years of age now. He may, therefore, get the relevant benefit if the law permits. I, however, find that this case u/s. 34 of the Industrial Relations Ordinance, 1969, is not maintainable as the First Party is no longer a worker after retirement. The case must, therefore, fail.

The case be dismissed on contest. No costs.

Members consulted.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
12-4-1975.

Typed at my dictation by
Stenographer Mr Waliul Islam
and corrected by me.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
12-4-1975.

IN THE FIRST LABOUR COURT OF BANGLADESH

170, Shantinagar Road, Dacca.

I. R. Case No. 459 of 1974.

Dacca Saw Mills Workers' Union, represented by the President Abdul Mannan Patwari—*First Party*,

versus

(1) Dr Shamsuddin Ahmed, Proprietor, M/S Masum Saw Mills, 112, Bara Katra, Shawarighat, Dacca.

(2) Bangladesh Karat Kall Malik Samity, represented by its President, Mr Abual Hossain Khan, Provincial Building, 2nd Floor—*Second Parties.*

PRESENT:

Mr Amanullah Khan—*Chairman.*

Mr M. Karim
Mr M.A. Mannan } *Members.*

It has not been said in the application under what provisions of law this case has been filed but it has been agreed at the time of hearing, and the case of the applicant, will permit no other conclusion than, that it has been filed under section 34 of the Industrial Relations Ordinance, 1969, as amended in 1970.

The First Party applicant in this case is the Dacca Saw Mills Workers, Union represented by its President Mr Abdul Mannan Patwari. The Second Party No. 1 is Dr Shamsuddin Ahmed, Proprietor, M/s Masum Saw Mills of Shawarighat, Dacca and the Second Party No. 2 is the Bangladesh Karat Kal Malik Samity represented by its President, Mr. Abul Hossain Khan. It is alleged that the workers of the Masum Saw Mills are members of the Dacca Saw Mills Workers, Union and the Second Party No. 1 is a member of the Second Party Malik Samity.

The Dacca Saw Mills Workers Union claims that it is the collective bargaining agent for the workers of the Masum Saw Mills and other Saw Mills of Dacca. It is alleged that the Malik Samity and the Workers, Union entered into an agreement on 9-9-1973 (agreement marked Ext. I for the Five Party and E for the Second Party) to be in force for 3 years but the term regarding service books, identity cards and hajira cards were not fulfilled by the Proprietors of the Saw Mills and as such Workers, Union wrote a letter dated 30-7-1974 to the Malik Samity for fulfilment of these terms and further requested for 2 months' salary as *ex gratia* payment for flood victims that in this connection there were continuing correspondence between the Workers, Union and Malik Samity. It is further alleged that the Workers, Union also submitted a demand note dated 19-11-1974 and in connection with the said demands the Malik Samity sat with the First Party Workers, Union and there were discussions regarding implementation of minimum wages too. Then by-letter dated 26-11-1974 the Malik Samity informed its refusal to implement the minimum wages. Thereafter, the members of the Workers, Union who were workers of the Masum Saw Mills pressed the Proprietor of the Saw Mills in the first week of December, 1974 for implementation of the minimum wages. This greatly displeased the Proprietor who then most illegally closed the saw mills on 9-12-1974 by way of punishing the Workers. The workers' Union then lodged complaint with the Joint Director of Labour. There was an attempt at conciliation. The Malik Samity and the Proprietor, Masum Saw Mills, were advised on 11-12-1974 by the Conciliator to open the factory with the old workers and more so advised again on 31-12-1974 by the Chief Inspector of Factories too but the Proprietor and the Malik Samity did not comply.

It is also alleged that the Second Parties had recognised the Workers, Union as the collective bargaining agent for the Dacca Saw Mills and entered into the agreement Ext. 1 on 9-9-1973 and the said agreement is still in force.

It is, therefore, prayed that the closure of the Masum Saw Mills be declared an illegal lock-out and the Proprietor be directed to open the Saw Mills with the old workers and also pay the workers wages for the period of lock out.

The Second Parties have filed separate written statements but their cases are the same. They deny that they ever recognised the workers union as the collective bargaining agent. They allege that the agreement Ext. I had to be submitted to under pressure of circumstances and the identity cards etc. could not be issued for want of photographs and non-co-operative attitude of the workers and that the Workers Union was never declared a collective bargaining agent and to their knowledge there were two other registered trade unions of saw mills workers. So the first averment of the Second Parties has been that this case is not maintainable as framed, the workers union is neither a declared collective bargaining agent nor being once recognised as such in respect of the Masum Saw Mills and other Saw Mills establishments of Dacca.

Regarding the demands for *ex-gratia* payment and minimum wages the case of the Second Parties has been that they agreed to pay one month's wages as advance and the question of minimum wages was at the time *subjudice* before the Supreme Court in a case filed by them and the judgement was awaited. Their prositive case is that M/s. Khan Brothers and Co., a saw mill at Farashganj terminated the services of a mistry under section 19(I) of the Employment of Labour (S.O.) Act, 1965 and dismissed some other workers who resorted to illegal strike in protest against the termination of services of the said mistry and reopened the mill on 25-11-1974 employing new workers with the active co-operation of all the owners of the saw mills in Dacca. This greatly enraged the saw mill workers of the Union and many of them specially the Mistries and Asstt. Mistries employed in the Saw Mills of Dacca including the Asstt. Mistry of the Masum Saw Mills resorted to illegal strike from 8 A.M. on 9-12-1974 in order to put pressure on the employers of the Khan Borthers and Co. to reinstate the terminated and dismissed workers. The helpers of the saw mills including those of the Masum Saw Mills joined in the said illegal strike on 11-12-1974. The Second Parties deny that the management resorted to any lock-out. It is further alleged that the Second Party No. I issued show cause notice to his Asstt. Mistries and the helpers for their illegal strike but they did not show cause even after they were offered personal hearing. They were, therefore, dismissed on 1-1-1975 and after their dismissal the Second Party No. I reopened the factory with new hands and the factory is presently functioning as usual.

The Workers Union prayed for an injunction directing the proprietor, Masum Saw Mills to open the mill with the old workers. The Second Parties submitted that the mills are now open and functioning. Strike and lock-out have also been prohibited under the Emergency Powers Ordinance of 1974. So no such direction was called for. As for allowing the old workers to join, that was a matter to be considered at the final hearing. Such workers may be permitted to join if the closure of the Saw Mills is held to be in fact an illegal lock-out and this case succeeds even if they had been dismissed, the dismissal being admittedly for an alleged illegal strike.

So the two broad points for decision here are—whether this case as framed at the instance of the Dacca Saw Mills workers union is maintainable and whether the admitted closure of the Masum Saw Mills on 9-12-1974 was an act of lock-out or strike and if such lock-out or strike was illegal.

The entire argument of the learned advocate for the workers union has been based on the assumption that this is a Case under section 34 of the Industrial Relations Ordinance, 1969 as amended up-to-date. The facts of the case too as I have stated earlier indicate that there is no other provisions of law which could better apply in such case with any change of success. So this is a case under section 34 of the said ordinance.

The first party witness No. I, Abdul Mannan Patwari, the President of the Dacca Saw Mills Workers Union admits in his deposition that he has no paper to show that the Dacca Saw Mills Workers Union is a collective bargaining agent for M/s Masum Saw Mills and other saw mills. And it has not been claimed before me either that the workers union was ever declared a collective bargaining agent according to the provisions of Industrial Relations Ordinance, 1969.

The learned advocate for the Dacca Saw Mills Workers Union now refers to Section 52 of the Industrial Relations Ordinance 1969 contending that even if this union was not declared a collective bargaining agent by the Registrar of Trade Unions in respect of the Saw Mills establishment of Dacca or the Masum Saw Mills in perticular yet this workers Union had been recognised by the Malik Samity of the Saw Mills of which the Masum Saw Mills has been a member of the trade Union to function as collective bargaining agent for the saw Mills establish ments of Dacca and thereby of the Masum Saw Mills and as such this Case by the Dacca Saw Mills Workers' Union is maintainable in view of the Provisions of Section 52 of the Industrial Relations Ordinance, 1969. Here below is the section:

> 52. Any act or function which is by this Ordinance required to be performed by or has been conferred upon a collective bargaining agent may, until a collective bargaining agent has been ascertained under the provisions of this Ordinance, be performed by a registered trade union which has been recognised by the employer or employers.

That the workers' Union is a registered trade union of the workers of saw mills of Dacca is not denied. The Section demands that such a registered trade union must have been recognised by the employer, not certainly as one registered, because, for the purpose of registration of a trade union recognition or non-recognition by the employer or employers is no consideration, nor as a collective bargaining agent otherwise the words 'for the purpose of such acts and functions' or some such words indicating recognition as a collective bargaining agent would have been added at the end. The legislators just left this 'recognition' by the employer unqualified and with no limitation in its meaning. So the widest meaning in the word 'recognition' must be read and that would only mean in the context of an employer and employee relationship acceptance of the trade union as representing the workers for the purpose of negotiation in matters a trade union is empowered to deal with. This will be patent from Section 39(2) of the Industrial Relations Ordinance, 1969 which reads:

> 39(2) A settlement arrived at by agreement between the employer and a trade union otherwise than in the course of conciliation proceedings shall be binding on parties to the agreement.

So terms could be negotiated and agreements like the agreement dated, 9-9-1973 Ext. 1/E could be arrived at with a registered trade union without thereby conferring on it the status of a collective bargaining agent. But only a trade union is so recognised for such negotiation section 52 of the Ordinance will come into operation and it may perform such acts and functions which is by the Industrial Relations Ordinance, 1969 are required to be performed be a collective bargaining agent until a collective bargaining agent has been ascertained under the provisions of the Ordinance. This recognition if not in writing or may be inferred from overtacts of the employer or employers. It is claimed by the workers union that the agreement dated, 9-9-1973 marked Exhibits I/E between the workers union and the Malik Samity show that the Malik Samity and thereby the Proprietor, Masum Saw Mills recognised the workers Union as performing the acts and functions required by the Industrial Relations Ordinance, 1969 to be performed by a collective bargaining agent. That an act of the Malik Samity would be an act of the management of members mills is not questioned. Now, to arrive at such an agreement protracted negotiation was needed with the First Party Union and it is pointed out, the negotiation had successfully concluded to a settlement and that is enough for recognition. As I have pointed out recognition as collective bargaining agent is not envisaged in the Section 52 of the Industrial Relations Ordinance. Recognition as representing the workers for negotiation is enough and I must concede, recognition as enisaged in Section 52 of the Industrial Relations Ordinance, 1969 is to be inferred from the agreement, dated 9-9-1973 and the agreement must be held binding between the parties as long as it has been agreed to remain in force, and the agreement remains in force according to the terms of the agreement up to 9-9-1976 as it is; otherwise there could be no security for any settlement between the employers and a registered trade union even though the union is openly accepted as representing the workers and its acts and functions required by the Industrial Relations Ordinance, 1969 to be performed by a collective bargaining agent are not questioned. But that would not necessarily bind the employers to recognise the said union for all time to come, though as I have said, the terms of a successfully concluded negotiation shall be binding, for reasons stated above, because a more powerful union may crop up in the meantime and the union recognised earlier may not now be able to deliver the goods in presence of the new union, not to speak of a declared collective bargaining agent according to Section 22 of the Industrial Relations Ordinance, 1969 since such a trade union has to be accepted by the employers from the time it has been so declared. Now had this dispute been directly connected with the implementation or non-implementation of the terms of the agreement dated 9-9-1973 the workers union ought to have been considered as recognised by the employer of Masum Saw Mills in the context of section 52 of the Industrial Relations Ordinance, 1969 for resons I have pointed out earlier but the present dispute relates to closure of the Masum Saw Mills on 9-1-1974 and the point for consideration is whether the closure amounted to a lockout or a strike and the legality thereof. It does not involve any question of determination of implementation or non-implementation of any of the terms of the agreement entered into on 9-9-1973 which come in for discussion only incidentally to find if these provided enough reason and generated enough heat for an illegal strike or an illegal look-put because illegality either way is not denied. So the earlier recognition of the workers union by the employers side limited to the matter of the agreement dated 9-9-1973 will no longer held good for the purpose of the present dispute unless continued recognition can be inferred

till the filling of this Case. Any break in the meantime in this posture of recognition by the employer will close the chapter of recognition. In the context of this reasoning it has been pointed out that as matter of fact later correspondence by letters dated 16-4-1974 Ext. J, dated 4-7-74 Ext. 2, reply dated 8-7-1974 Ext. 3 and the letters dated 30-7-1974, 3-8-1974, 7-8-1974, 9-12-1974 and the letter dated 12-8-1974 Exts. FGH, 7 and 1 respectively and the note dated 18-11-1974 Ext. 4/K and the reply dated 26-11-1974 Ext. 5 and another latter dated 20-12-1974 Ext. 8 show correspondence on many disputes raised by the workers union in the matter of different saw mills of which the Malik Samity is the Union and thereby the recognition. But mere exchange of correspondence between a workers' union and the employer on matters raised by the workers' union and the employer on matters raised by workers' union will not necessarily imply 'recognised' of the workers union as representing the workers for the purpose of Section 52 of the Industrial Relations Ordinance 1969. A letter written often invokes a reply. A mere reply to a letter is just a response to an address and a reply by an employer to an address by a registered workers union need not, therefore, be read as a recognition by the employer of the status of the workers union as the representative of the workers. So let us examine the correspondence and see if these admit such 'recognition'. By the letter dated, 4-7-1974 Ext. 2 this wo kers union demanded minimum wages; by the reply dated 8-7-1974 Ext. 3 the Malik Samity just assured consideration of the demand; by the letter dated 30-7-1974 Ext. F the workers union demanded two month's wages *ex-gratia* and service book etc. by the letter dated 3-8-1974 Ext. G the workers union held out a threat to the Malik Samity; by the letter dated 7-8-1974 Ext. H the Malik Samity regretted the threat and by the letter dated 12-8-1974 Ext. I the Malik Samity agreed to pay one month's wages in advance and by the letter dated 9-12-1974 Ext. 7 the Joint Director of Labour and by the letter dated 20-12-1974 Ext. 8. the Chief Inspector of Factories asked the workers union and the Malik Samity respectively to sit for a discussion. Of these letters Exts. 3 and 1 only could, if at all, be interpreted to mean acceptance of the workers Union by the Malik Samity as representing the workers. But we find from the letter dated 24-4-1974 Ext. C that the Malik Samity had already challenged the claim of the union to speak for the workers as the only workers union. Letters dated 12-3-1975 Ext. M shows that there was more than one registered workers union on 24-4-1974. In view of this letter these exhibits can no longer be so interpreted. The assurance to consider the demand for minimum wages by Ext. 3 and the readiness to mkae the advance payment by Ext. I could, in the back ground of that challenge, be interpreted only to mean buying peace and no recognition. Only the letter dated 16-4-1974 Ext. 1 shows that the Malik Samity invited the workers union to a discussion and it can be said that till that date, *i.e.*, 16-4-1974 the union was being recognised and the recognition could be said to continue till it was withdrawn. And we find that just a week after the Malik Samity challenged the right of these workers union to represent the interest of the workers by its letter dated 24-4-1974 Ext. C thus breaking the continuity, if any, of 'recognition' as expressed by the letter dated 16-4-1974 Ext. 1. Even conceding that the letter dated 8-7-1974 and 12-8-1974 Ext.s 3 and I respectively show recognition afresh after it was withdrawn by the letter dated 24-4-1974 Ext. C. We find that this recognition was once again withdrawn by he Malik Samity by its letter dated 26-11-1974 Ext. 5. The First Party witness Sultan Ahmed, an Assistant Director of Labour, Dacca Division in his evidence Says that there was an informal meeting of two representatives from Karat

Kal Malik Samity and two from the Dacca Saw Mills workers Union at 3 p.m. on 11-12-1974 but no settlement could be arrived at and it has been contended that this sitting for a talk may at least mean fresh recognition by the employer samity of the workers union after the Second time denunciation by its letter dated 26-11-1974 Ext. 5 and as such the union may now claim to be treated as collective bargaining agent for the establishments attached to the Malik Samity. I am afraid such meeting at the invitation of the Directorate of Labour cannot be interpreted to mean acceptance of the right of the workers union to speak for the workers. It might at best give rise to a suspecion of such acceptance and thereby of recognition and the suspicion faces away in the light of the Malik Samity's refusal to recognise the workers Union by its letter dated 24-4-1974 and 26-11-1974 Exts. C and 5 respectively. Had the 'regogintion' been free of such suspicion the earlier refusal in writing to recognise could have been said to be no longer effective and ignored. So I find that the joint meeting was just on acceptance of a third person's role to mediate and meant no 'regognition'-Recognition under section 52 of the Industrial Relations Ordinance, 1969 binds the employers to concede to a registered Trade Union all the powers of a collective bargaining agent and as such must be strictly construed so that the employer's freedom to recognise or not to recognise is not wrongly restricted. So to find such 'recognition' position evidence like entering into a dialogue *suo moto* or conceding to demands and so on must be found.

It has been further contended for the Second Parties that even granting that the Malik Samity accepted the workers Union as representing the workers through the agreement dated 9-9-1973 Ext. I/K and the letter dated 8-7-1974 Ext. 3 assuring consideration for minimum wages and the latter dated 12-8-1974 Ext. 1 conceding advance payment and by sitting with the workers Union for discussion at the invitation of the Labour Directorate this was under pressure of circumstances and could motive interpreted to mean recognition of the workers Union as representing the workers. But presence of pressure must necessarily be there in all matters of dispute between the employers and the workmen, and a completed negotiation or a dialogue perfected to the point of raising an 'industrial dispute' under the Industrial Relations Ordinance, 1969 must be held to mean recognition of the Trade Union of workers even if that the under pressing circumstances provided there is clear indication of acceptance of the workers union as representing the workers. We have seen that there was no such indication and the joint sitting which Chief Inspector of Factories admits was informal also ended in fiasco so I find that the First Party union did not have the recognition as concieved under section 52 of the said Ordinance prior to the filing of this Case. So this Case under section 34 of the ordinance must fail.

It has been further submitted on behalf of the Second Parties that the workers Union cannot function as collective bargaining agent even granting that it had the necessary recognition required under section 52 of the Industrial Relations mrdinance, 1969 because not less than one third of the total number of employees of an establishment must be members of a registered union to let it claim the status of a collective bargaining agent and to perform acts and functions required by the Industrial Relations Ordinance to be performed by a collective bargaining agent and that the workers Union does not have that share of membership out of the total number of employees of the Masum

Saw Mills or all the Saw Mills of Dacca. The relevant provisions in this connection is Section 22 of the Industrial Relations Ordinance, 1969 as amended in 1970. I quote below the relevant portion of the Section:

22. Collective bargaining agent—(1)—Where there is only one registered Trade Union in an establishment or a group of establishments, that trade union shall, if it has as its members not less than one-third of the total number of workmen employed in such establishment or group of establishments, be deemed to be the collective bargaining agent for such establishment or group. After detailing out the procedure for declaring a collective bargaining agent the Section adds a proviso at the end of sub-clause (e) of clause (9) in the following terms:

Provided that no trade union shall be declared to be the collective bargaining agent for an establishment or group of establishments unless the number of votes received by it is not less than one-third of the total number of workmen employed in such establishment or group.

So where there is only one registered trade union in respect of an establishment or group that trade union must be treated as the collective bargaining agent in respect of that establishment or group subject to the condition that the union must have in its fold not less than one-third of the total number of employees of that establishment or group and the same number is a must too for any registered trade union to be declared a collective bargaining agent in respect of such establishment or group. The employer or employers have no option not to treat such an undeclared solitary registered trade union as the collective bargaining agent for such establishment or group. The question of option to accept or not to accept a declared bargaining agent as such of course does not arise at all. But section 52 of the Industrial Relations Ordinance which I repeat as under:

52. Any act or function which is by this Ordinance required to be performed by or has been conferred upon a collective bargaining agent has been ascertained under the provisions of this Ordinance, be performed by a registered trade union which has been recognised by the employer or employers.

Provides the option for the employer or employers to recognise a registered trade union and thereby entitle it to perform the acts and functions required by the Industrial Relations Ordinance to be performed by a collective bargaining agent or not to recognise. The Section does not make the condition of having one-third employees out of the total number of employees of an establishment as members, a requirement for such recognition of a registered trade union in respect of an establishment by its employer or employers. It only requires that the trade union must be a registered one but to be a registered trade union this one-third number or any number of membership out of the total number of employees is not required. That this will be so will also be apparent from the wording of the above provisions of section 22 of the Industrial Relations Ordinance I have quoted. The provision says that for being compulsorily treated as a collective bargaining agent in respect of an establishment or group registered trade union of workers need have not less than

one third employees out of the total number of employees of such an establishment in order to be so treated. If such a trade union could not be registered as a trade union without having this one-third number of employees out of the total number of the employees of the establishment or group in respect of which it is a trade union the condition of such number of employees being members would be redundant. Section 7 of the Industrial Relations Ordinance which deals with requirements for registration of a trade union is given below:

7. Requirements for registration—A trade union shall not be entitled to registration under this Ordinance unless the constitution thereof provides for the following matters, namely:—

(a) the name and address of the trade union;

(b) the objects for which the trade union has been formed;

(c) the purposes for which the general funds of the union shall be applicable;

(d) the number of persons forming the executive which shall not exceed the prescribed limit and shall include not less than seventy-five per cent from amongst the workmen actually engaged or employed in the establishment or establishments or the industry for which the trade union has been formed;

(e) the condition under which a member shall be entitled to any benefit assured by the constitution of the trade union and under which any fine or forfeiture may be imposed on him;

(f) the maintenance of a list of the members of the trade union and of adequate facilities for the inspection thereof by the Officers and members of the trade union;

(g) the number in which the constitution shall be amended, varied or rescinded;

(h) the safe custody of the funds of the trade union, its annual audit, the manner of audit and adequate facilities for inspection of the account books by the Officers and members of the trade union;

(i) the manner in which the trade union may be dissolved;

(j) the manner of election of officers by the general body of the trade union and the terms not exceeding two years, for which an officer may hold office upon his election or re-election;

(k) the procedure for expressing want of confidence in any officer of the trade union; and

(l) the meetings of the executive and of the general body of the trade union, so that the executive shall meet at least once in every three months and the general body at least once in every year.

Now, nowhere the Section says that one-third or any number of a trade union to be registered as such in respect of such establishment or group. So there is no reason why this condition necessary for being compulsorily treated as a collective bargaining agent in the case where there is only one

registered trade union in respect of an establishment or group and in the case of a declared collective bargaining agent shall be dragged in and imposed upon in the case of recognition as envisaged in Section 52 of the Industrial Relations Ordinance, 1969 where the employer or employers have the option to recognise and are not bound to do so. This option makes all the difference. Any argument that the condition of one third membership considered so essential for a registered trade union for being treated as a collective bargaining agent when there is only one registered trade union should be considered equally necessary if not all the more necessary where there are more than one registered trade union apparently sounding sensible does not here hold good and the reason is the option that permits freedom to the employer or employers of an establishment or group to grant the recognition as conceived in section 52 of the Industrial Relations Ordinance, 1969 to a registered trade union and the absence of such option and the freedom in the case of solitary registered trade union with not less than one-third employees of an establishment as its members or a declared collective bargaining agent in respect of an establishment or group. I am, therefore, of opinion that this workers' Union which is a registered trade union need not have less than one-third of the total number of employees of the Masum Saw Mills or the other saw Mills of Dacca in respect of which it is a registered trade union to be recognised for the purpose of section 52 of the Industrial Relations Ordinance, 1969, I may, however, add here that the Second Parties did not say in their written statements that the workers' union did not have the required one-third number of employees as its members. So it had not occasion to prove it and its case need not fail on that ground. This is a challenge on facts without prior notice and need not be met. In fact the agrgument regarding one-third membership was conjured up at the fag end of the hearing without much seriousness but this finding does not help the workers' Union as I have already found that this case is not maintainable at the instance of the workers' union not being recognised by the Second Parties as representing the workers thus not conceding to it the right under section 52 of the Industrial Relations Ordinance, 1969 to perform the acts and functions required to be performed by a collective bargaining agent under the provisions of the said Ordinance.

It has further submitted on behalf of the Second Parties that even if the workers' Union would have the necessary recognition under section 52 of the Industrial Relations Ordinance to file this case under section 34 of the Ordinance this case would not be maintainable under that section because, a collective agent can file such a case only after raising an industrial dispute in the manner of section 26 and the following sections provided in the Industrial Relations Ordinance, 1969 for the purpose and no such industrial dispute was raised.

Now, under the amended section 34 of the Industrial Relations Ordinance only a collective bargaining agent or any employer or any workman may apply to the Labour Court and no other. The Section runs as follows:

> 34. Application to Labour Court—Any collective bargaining agent or any employer or workman may apply to the Labour Court the enforcement of any right guaranteed or secured to it or him by under any law or any award or settlement.

So the workers' Union could apply under section 34 of the Industrial Relations Ordinance if it had been recognised by the Second Parties a representing the workers' thereby enabling it to perform the functions and acts required

to be performed by a collective bargaining agent as provided in Section 52 of the Ordinance. The Section has apparently imposed no such condition that a collective bargaining agent must first raise an industrial dispute and then file a Case u/s. 34 of the Ordinance. Any collective bargaining agent, as the language is, can file a case u/s. 34 of the Ordinance. This position will also be borne from clause 12 of the amended section 22 of the Industrial Relations Ordinance, 1969. I quote the clauses below:

(12) The collective bargaining agent in relation to an establishment or group of establishments shall be entitled to—

(a) Undertake collective bargaining with the employer or employers on matters connected with employment, non-employment, the term of employment or the conditions of work;

(b) Represent all or any of the workman in any proceedings;

(c) give notice of, and declare, a strike in accordance with the provisions of this Ordinance; and

(d) nominate representatives of workmen on the Board of Trustees or any welfare institutions or provident funds, and of the Workers Farticipation Fund established under the Companies profits (Workers' Participation) Act, 1968 (XII of 1968).

The clause (b) above says that the collective bargaining agent can represent all or any of the workman in any proceeding and the clause (c) says that the collective bargaining agent can give notice and declare a strike in accordance with the provisions of the Ordinance, *i.e.*, raise an industrial dispute. So the clause (*b*) must necessarily mean representing workman in a proceeding like this without raising any industrial dispute since for raising an industrial dispute a separate clause has been devoted in the section. This interpretation will be further borne out by the fact that the language of this Section 34 of the Ordinance as it stood before the amendment of the Ordinance in 1970 made a prior industrial dispute a condition for filing a case under section 34 of the said Ordinance. The Section runs as follows :

34. Application to Labour Court—Any party to an industrial dispute relating to a matter arising out of any right guaranteed or secured to an employer or workmen by or under any law for the time being in force or an award or settlement may apply to the Labour Court for adjudication of the dispute.

So before amendment a collective bargaining agent could bring a case under this section if it was a party to an industrial dispute. So rising an industrial dispute was then a pre-requisite for a case under section 34 of the Ordinance but in the amended section the reference to an industrial dispute has been omitted indicating that one need not be a party to an industrial dispute any longer to file a case under section 34 of the Ordinance. But the fact remains that the workers union has not been recognized for the purpose of a collective bargaining agent and as such this case does not succeed even though a collective bargaining agent or one in its place is entitled to file a case like this without raising any industrial dispute.

Now, let us see if the closure of the mills on 9-12-1974 ws an act of lock-out by the Proprietor of the Masum Saw Mills or a strike by its workers and if in either case it was illegal. The first party witness No. 1, Abdul Mannan Patwari, the President of the Dacca Saw Mills workers Union in his deposition says that in the first week of December, 1974, the workers of the Masum Saw Mills pressed certain demands and at this the Proprietor of the Saw Mills closed the mills from 9-12-1974 by way of retaliation without observing the formalities of a legal lock-out. Letter dated 18-11-1974, Ext. 4/K shows that a demand for higher wages was raised by the workers union before the Malik Samilty including some disputes connected with certain mills but none of these refer to any matter connected with the Masum Saw Mills. The witness also seems to suggest that one of the demands was implementation of the minimum wages scale. This demand was not made in the letter dated 18-11-1974 Ext. 4/K. It was once raised in the letter dated 4-7-1974, Ext. 2 and the Malik Samity agreed to give the demand a serious consideration by its reply dated 8-7-1974, Ext. 3. That must have taken the wind out of the sail of the workers Union on this demand. So we find it omitted in the formal demand note, dated 18-11-1974, Ext. 4/K. The letter dated 26-11-1974, Ext. 5 from the Malik Samity addressed to the President of the Saw Mills workers union recites that the implementation of the minimum wages scale was a matter than sub judice before the Supreme Court. This reference to minimum wages was called for, because the letter dated 18-11-1974, Ext. 4/K wanted a discussion on the wages of the workers settled already by the agreement dated 9-9-1973, Ext. 1/E although the demand for minimum wages was no longer pressed, the Malik Samity having taken a very reasonable attitude and the matter being subjudice. So there was no direct an apparent reason for the Proprietor of Masum Saw Mills in particular to close the factory on 9-12-1974. It is the case of the Second Parties that the workers went on illegal strike on 9-9-1974 in support of the dismissed workers of the Khan Brothers, one of whom is admittedly the President of the Malik Samity. One of the subject matter of dispute in the note dated 18-11-1974, Ext. 4/K refers to the situation arising out of the closure of Khan Brothers. So it were the workers of Masum Saw Mills who were at a disadvantage in respect of the demand for a rise in the wages in the face of the agreement dated 9-9-1973, Ext. 1/E, a case on minimum wages being subjudice and they could not go on strike too in support of the removed workers of another saw mill with any chance of success. The employers union has already challenged the right of the worker union to speak for the workers by its letter dated 2-4-1974, Ext. and dated 26-11-1974 Ext. 5/L. So it had no chance to successfully raise an industrial dispute too. The only way open to them was, therefore, the smart way of taking resort to the pressure tactics by stopping work in an attempt to bring down the Proprietor of the Saw Mills to their knees and thus realise the demands. I find that it is they who had all the reason to go for a strike than the proprietor of the Saw Mills for a lock-out. The Malik Samity has exhibited charter of demand dated 26-1-1974 Ext. D by another trade union of saw mill workers of Dacca headed by the President of this workers union. The demands raised matters already settled by the agreement dated 9-9-1973 Ext. 1/E. Another letter dated 30-7-1974 Ext. F shows that this workers union demanded *ex-gratia* payment of two months' wages for the workers denouncing the agreement dated 9-9-1973, Ext. 1/E and by another letter dated 3-8-1974 Ext. G is suggested the chance of a crisis and the malik Samity's responsibility for such a crisis if the demands were not complied with and also demanded advance payment

of one month's wages. Replies dated 16-4-1974 Ext. J and 12-8-1974, Ext. 1 of the Malik Samity show that the Samity was eager to respect the agreement dated 9-9-1973 and was attending to the complaints raised there. The Malik Samity by its letter dated 7-8-1974, Ext. H regretted the threat and offered to advance one month's wages to the workers. These correspondances show that the workers were in an agreessive mood and trying to bring a dispute to a head with increasing demands every time—demands every time demends that could not be sensibly made and lawfully claimed. The witness further says that he complained to the Labour Directorate by his letter dated 17-12-1974, Ext. 6 and the Labour Directorate by its letter dated 20-12-1974, Ext. 8 asked for a joint sitting of the parties. The letter Ext. 6 does not refer particularly to this Masum Saw Mills and the letter Ext. 8 does not show if the workers union complained of an illegal lock-out soon after 9-12-1974. F.P.W. 2. Sultan Ahmed, an Assistant Director of Labour, Dacca Division does not say anything helpful to either party. He merely says that there was a joint sitting and no decision could be arrived at. Rather he says that he received a letter from the Karat Kal Malik Samity and not from the first Party workers union in this regard. F.P.W. 3, Rafiqul Islam, Deputy Chief Inspector of Factories and Establishment, of course, says that the Dacca Saw Mills Workers Union submitted a complaint and in response to that he issued the letter dated 20-12-1974 Ext. 8 and that he asked the Proprietor to open the factories and the workers to join and that he was informed latter on by the President of the Malik Samity that the Proprietor would not open the factories. So his evidence may mean that either the Proprietor had closed the Saw Mills or that the workers were keeping away from work. The President of the Malik Samity and Proprietor of Khan Brothers also denies categorically that Deputy Chief Inspector of Factories at all asked them to open his factories. The witness admits that he did not hold any local enquiry nor had he maintained any report of the proceedings of the said meeting and adds that he was also informed by the Proprietor of an alleged illegal strike by the workers. F.P.W. 4, Mazibul Hoque says that the Properietor of Masum Saw Mills closed it on 9-12-1974 as they demanded minimum wages, etc. I have already said that there was no written demand for minimum wages recently. The witness is a dismissed worker as it appears from his grievance petition dated 19-1-1975 Ext. A. So he is an interested witness though a competent one, S.P.W. 1. M.T.K. Bhuiyan, a Labour Inspector (General) of Dacca Division says that he was informed of an alleged illegal strike by saw mills workers and he held a local enquiry and submitted his report dated 23-12-1974 Ext. B. He says in his cross-examination that he found the machines of the Saw Mills not functioning but the premises of the saw mills were found not closed either. In his cross-examination he says that the workers complained of lock-out too. The report Ext. B categorically says that he went round different areas where saw mills were situated and found from enquires from the local day labourers and other people of the areas that the workers of the saw millls were not coming for their duties in protest of the termination of the services of the workers of M/S. Khan Brothers and Co., Farashganj, Dacca. He further says that he checked and found from several pay registers of workers of different saw mills that the workers received their monthly usual due wages from their respective employers on the 7th of December, 1974 and that he came to know from the employers that after receipt of such wages the workers ceased to report for duty from 9-12-1974. This is a piece of evidence which I find no reason to disbelieve. The witness is apparently disinterested. The S.P.W. 2, an S-I of Police in his deposition says that on verbal information of breach of peace

he rushed to Swarighat Saw Mills on 9-12-1974 and found that all the mills were not functioning and some workers were not being able to work on account of opposition of some other workers. I find no reason to disbelieve him either though he says he received a written information of apprehension of breach of peace over phone and rushed and received the written information shortly after. Persons with duty to maintain peace cannot wait for formalities. S.P.W. 3, Abual Al-Hossain Khan, the Proprietor of the Saw Mills of Khan Brothers and Co. at Farashganj and President of the Karatkal Malik Samity and S.P.W. 4 Mozammel Hoque, Manager, Masum Saw Mills deposed that there was no lock-out at their instance. S.P.W. 5, Abdul Matin, an Aratdar also says that the workers of the Masum Saw Mills went on strike towards the first week of December, 1974. The first two witnesses are directly involved and the third one may also be interested being an Aratdar but certain facts show that what they say is ture. The Masum Saw Mills and many others were admittedly not functioning on 9-12-1974. According to the workers union the Proprietors closed the saw mills by way of retaliation for certain demands made by the workers union. The demands were said to be brought to the notice of the Malik Samity by its letter dated 18-11-1974, Ext. 4/K along with a further demand for minimum wages. The Malik Samity replied this damand *vide* its letter dated 26-11-1974, Ext. 5. In this letter it made it clear that no dispute can be raised on matters covered by the agreement dated 9-9-1973 Ext. I/E which remains in force up to 9-9-1976 and further that the question of minimum wages was sub-judice. That being so, it has no reason to strike first with an illegal lock-out. It would let the other side do the illegality first. It would also appear that the Malik Samity was the first to complain of an illegal strike on 9-12-1974. This will be evident from the letter of the Joint Director of Labour dated 9-12-1974 Ext. 7. There is nothing to show when the workers union came up with a complaint of an illegal lock-out. Only the letter dated 17-12-1974 Ext. 6 addressed to the Secretary of Labour and Social Welfare by the workers union says that the Malik Samity had sat in a secret meeting on 15-12-1974 and decided to close the saw mills in order to punish the workers of the saw mills. It did not say if Masum Saw Mills or any particular saw mills had been closed illegally on 9-12-1974 except adding at the end of the petition a prayer that the saw mills already closed be directed to be reopened and further closure of any saw mills be stopped. No where the case of the workers union has been that any of the union executive personally visited the saw mills to see which of the Properietors, if at all really closed the mills. Considering all these facts and circumstances I am clearly of opinion that the workers went on strike in order to press their demands home on the Proprietor of the Masum Saw Mills and made this false allegation of illegal lock-out to cover up the strike. It is also not the case of the workers union that the workers went on strike observing the provisions of the Industrial Relations Ordinance. The facts revealed also does not permit possibility of any inference of an industrial dispute raised. There was of course the demand notice by the letter dated 18-11-1974 Ext. 4/K on the Malik Samity of which Masum Saw Mills was undeniably a member. But this note was not followed by any notice if strike under section 28 of the Industrial Relations Ordinance, 1969 and service of the copy of such notice simultaneously to the conciliator for conciliation under section 29 of the Ordinance. There was only allegations and counter allegations between the workers union and the Malik Samity leading to an informal attempt for a compromise in a joint sitting by P.W. 3, Rafiqul Islam, Deputy Chief Inspector of Factories and Establishments. S.P.W.2, Sultan Ahmed, Assistant

Director of Labour, Dacca Division says that the compromise effort was only informal and not in response to any notice under section 27-A of the Industrial Relations Ordinance. Now, an illegal strike has been defined in section 2(xii) of the Industrial Relations Ordinance, 1969 as under:

(xii) "illegal strike" means a strike declared a commenced or continued otherwise than in accordance with the provisions of this Orpinance.

We have found and it is undeniably so, that there was no strike in accordance with the provisions of the Ordinance. I, therefore find that the workers of Masum Saw Mills went on illegal strike on 9-9-1974.

This case, therefore, fails on both the counts of maintainability and merit. Considering that this is a case by a workers union I order no cost.

The case be dismissed on contest.

Members consulted.

Typed at my dictation by Mr Waliul Islam, Stenographer and corrected by me.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
31-3-1975.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
31-3-1975.

IN THE FIRST LABOUR COURT OF BANGLADESH

170, Santinagar Road, Dacca.

Complaint Case No. 31 of 1974.

Bhanu Guha, Operator, Purabi Cinema, Mymensingh—*First Party,*

Versus

Proprietor, Purabi Cinema, Mymensingh—*Second Party.*

PRESENT:

Mr Amanullah Khan—*Chairman.*

Mr M. Karim .. } *Members.*
Mr M.A. Mannan .. }

This is an application under section 25(*1*)1(*b*) of the Employment of Labour (Standing Orders) Act, 1965.

The First Party was an Operator in the Purabi Cinema, Mymensingh. He was also the General Secretary of the Mymensingh Challachitra Preskhagriha Samity. It is alleged that he was charge-sheeted for inciting the workers of the Purabi Cinema. He submitted his reply to the charge-sheet, his explanation

was found unsatisfactory and he was called upon to appear an enquiry personally and defend himself. He did not appear. So an enquiry was held in his absence, he was found guilty of the charge and dismissed. This case is against that order of dismissal with a prayer for reinstatement and arrear wages.

That the First Party was formally charged and a formal enquiry was held is not denied. The papers Ext. A. B.C.D.E. and F show that all formalities were observed and a huge number of witnesses were examined and the First Party was dismissed being found guilty of the charge. The First Party admits that he was asked to appear but he did not appear for enquiry as he placed the matter to the President of their union. So there is no nacuna in the proceeding ending with the dismissal of the First Party. His only contention now seems to be that he was charged for inciting the workers of the Cinema to stop the show on 20-6-1974; but 20-6-1974 was declared a holiday by the Government on account of annual budget of the year and as such there could be no offence if the First Party at all asked the workers of the cinema to stop the show. In fact, he did not do anything of that sort. The daily report of the Purabi Cinema Ext. 1 and the attendance register Ext. 2 show —that on 20-6-1974 only the matinee show was held and no second and third shows were held for the reason that 20-6-1974 was budget holiday. In the attendance register there appears a note that the hall was closed on account of budget holiday at the direction of the First Party. The original note in the attendance register seems to be বাজেট দিবসে হলো বন্ধ and the additional words' 'ভান্ বাবুর নির্দেশে' on one end of the column of 20-6-1974 and 'করা হইল' at the other and seem to have been a subsequent interpolition but none of these show that there was any Government order to keep close cinema halls or other private organisations on account of budget day. It does not prove that the First Party did not hold out threat to other workers to stop the cinema show being held that day on the pretext of the day being declared a holiday on account of budget. The Government notification bearing No. RIII/H-9/73/121, dated 18-6-1974 declaring holiday on 20-6-1974 was applicable to Government offices and some other particular organisations. It certainly did not apply to cinema halls or such other private organisations. I have also gone through the proceeding papers and found that it is this first party who asked the workers to stop working that day with threat or inconvenient consequences. The first party claims himself to be the General Secretary of the Mymensingh Chalachitra Prekshagriha Samity. So it was quite natural for him to take such initiative and hold out threats. Considering all I find that he has been rightly dismissed and the order of dismissal calls for no interference.

The case be dismissed on contest. No costs.

Members consulted.

Typed at my dictation by Stenographer, Mr Waliul Islam and corrected by me.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
15-3-1975.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
15-3-1975.

I agree,
Sd/—M.A. Mannan.

I agree,
Sd/—M. Karim.

IN THE FIRST LABOUR COURT OF BANGLADESH

170, Santinagar Road, Dacca.

Complaint Case No. 32 of 1974.

Younus Miah—*First Party.*

versus

The Director, Jalsha Bread and Biscuit Factory—*Second Party.*

PRESENT :

Mr Amanullah Khan—*Chairman.*

Mr M. Karim .. }
Mr. M.A. Mannan .. } *Members.*

The applicant first party Younus Miah, a worker in the Jalsha Bread and Biscuit Factory, alleges that he applied for 10 days' leave on 26-6-1974 receiving an information that his mother-in-law was died. The leave was refused. He repeated his prayer on 1-7-1974 but the second party Proprietor did neither allow nor reject the petition of leave. So he left a perition for 10 days' leave on 4-7-1974 and went away. Towards the end of the period of leave prayed for he fell ill and was under treatment of a doctor. He reported for duty on 29-7-1974 with a medical certificate but was not allowed to join his duties. On the other hand, the next day he was asked to show cause for his absence. He replied to the show cause on 3-8-1974 but the second party did not take any decision and as such on 12-8-1974 the first party sevrved a grievance notice on the Second Party who did neither reply nor permit the first party to resume his duties.

The second party in his written statement submits that the first party never asked for leave as alleged. On the other hand, he had been absenting himself from duty from 4-7-1974. So he was asked to report for duty by two subsequent letters dated 8-7-1974 and 20-7-1974 but the first party did not even receive the letters. He was, therefore, asked to show cause on 28-7-1974 and this letter to show cause was received by him on 30-7-1974 but the first party did not give any reply to the show cause notice. He was, therefore, dismissed from service on 5-8-1974.

The first party in his deposition submits that his mother-in-law died; so he asked for 10 days' leave on 26-6-1974 and then again on 28-6-1974 and leave being refused he submitted a petition for leave by registered post on 4-7-1974 and went away. Then he fell ill at home and finally reported for duty on 29-7-1974 with a medical certificate and so far he had not been allowed to join. So he filed a grievance petition, Ext. 3 and filed this case under section 25 (*1*)(*b*) of the Employment of Labour (Standing Orders) Act, 1955. In support of his allegation the first party files two petitions Exts. I and 1(a) respectively showing prayer for leave once on 1-7-1974 and again on 4-7-1974. In his deposition the first party did not say that he applied for leave on 1-7-1974. On the reverse side of the petition, Ext. I, I find a petition dated 26-6-1974 asking for leave from 26-6-1974 to 5-7-1974. But these do not show that these were actually submitted to the Proprietor. The

grievance notice, marked Ext. 3 and the joining report dated 29-7-1974, Ext. 4 also do not advance his case in any way. The second party Proprietor, Md. Taherul Islam deposes that the first party became absent from 4-7-1974 without information and continued to remain absent in spite of two reminders to report to duty till 29-7-1974 and thereafter he was asked to show cause for his absence but the first party did not reply and had to be dismissed. Letters dated 8-7-1974 and 27-7-1974 along with respective envelopes and acknowledgement receipt show that the second party Properietor asked the first party twice to report to duty by registered post alleging unauthorised absence from 4-7-1974. Show cause notice, Ext. B which has been admittedly received by the first party also similarly alleges absence from 4-7-1974. The first party deposes that he submitted his reply dated 3-8-1974, Ext. 2, to the show cause notice but the second party, Proprietor says that he received no such reply. The first party has nothing to show that any such reply as Ext. 2 was really submitted to the second party Proprietor. There is no postal receipt to support that the reply was sent through post. The first party does not say that he submitted it direct to the second party. Here I would like to point out that admittedly the first party was not allowed leave and he just left his duty leaving a petition for the Properietor, if at all he left any such petition. This was certainly absent without leave and an act of indiscipline. His case also does not disclose any urgency for which he could leave duty without leave being granted. Considering all the circumstances I find that the first party left his duty and remained absent from 4-7-1974 without leave and was rightly asked to show cause and the first party did not reply to thes how cause which ended the proceeding started with the show cause notice and was rightly and legally dismissed. The requirements of law was, therefore, fully satisfied. The order of dismissal calls for no interference.

Ordered

The case be dismissed on contest. No costs.

Members consulted.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
27-3-1975.

Typed at my dictation by Stenographer Mr Waliul Islam and corrected by me.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
27-3-1975.

I agree.
Sd/—M.A. Mannan.

I agree,
Sd/—M. Karim.

IN THE FIRST LABOUR COURT OF BANGLADESH

170, Santinagar Road, Dacca.

Complaint Case No. 50 of 1974.

Sapan Chandra De *alias* Khokon Chandra De—*First Party.*

versus

Mr Niranjan Singha, General Secretary, New Jewellery Polish House Co. Ltd.—*Second Party.*

PRESENT:

Mr Amanullah Khan—*Chairman.*

Mr M. Karim
Mr M. A. Mannan } *Members.*

This is an application under section 25(*1*)(*b*) of the Employment of Labour (Standing Orders) Act, 1965.

The First Party Sapan Chandra De was a worker in the New Jewellery Polish House Co. Ltd. It is alleged that by resolution in a meeting of the members of the New Jewellery Polish House Co. Ltd. on 20-8-1974 an order was passed directing retrenchment of Sapan Chandra De. Another resolution was pass d stating that it would be detrimental to the interest of the company to retain Sapan Chandra De in the service. It is contended that the retrenchment was malafide and that no proper retrenchment notice was served as required under section 12 of the Employment of Labour (Standing Orders) Act, 1965. It is further submitted that Sapan Chandra De served grievance petition on the Second Party General Secretary of the Polish House Co. Ltd. Sapan Chandra De now prays for reinstatement along with back wages.

The Second Party Niranjan Singha, General Secretary of the New Jewellery Polish House Co. Ltd., in his written statement submits that they received no proper grievance notice and that notice of retrenchment had been properly served and further that Sapan Chandra De may receive the retrenchment benefits which the Second Party is always ready to pay.

A communication dated 9-5-1381 B.S., *i. e.*, 21-8-1974, Ext. A, shows that in a meeting of the Executive Committee of the Polish House Co. held on 3-5-1381 B.S. one resolution was passed directing retrenchment of Sapan Chandra De on the ground of redundancy and another stating that Sapan Chandra could not be retained in the Organisation on account of some of his personal short-comings. Sapan Chandra in his deposition says that he has been retrenched as he had been an office-bearer and held meeting in which as charter of demand was raised. It is, therefore, contended that the order of retrenchment was malafide. That Sapan Chandra was an office-bearer of their workers union and had been retrenched on account of his union activities was not the case of Sapan Chandra De in his application for retrenchment. There is also no proof of his union activities, or that he has been retrenched for such

union activities. The resolutionss however, show that Sapan Chandra De was given a bad name and then retrenched. So it has been contended that the retrenchment was malafide. It appears to be so, although the ground of redundancy has been taken. The Director of the New Jewellery Polish House Co. Ltd. says in his deposition that Sapan Chandra had not been retrenched for union activities but for poor business. There is nothing to show that business became dull or poor. It could be shown *prima facie* that the business became very dull. The learned Advocate for the S cond Party says that the Second Party is not bound to prove the reasons given for retrenchment. But reasons given must be bonafide and if challenged the bonafides have to be proved or there is no sense in providing a clause stating that the reasons for retrenchment must be indicated in the order of retrenchment. So, I must say that the retrenchment order has not been bonafide and must be set aside. It further appears that no retrenchment notice was served on the Chief Inspector of Factories or any other officer authorised by him.

The objection as to grievance petition has not been pressed. Hence, it—

Ordered

That the cass be allowed on contest and the order of retrenchment be set aside and the First Party Sapan Chandra De be reinstated with back wages within 30 days from date.

Members consulted.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
12-4-1975.

Dictated and typed by Stenographer
Mr Waliul Islam.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
12-4-1975.

আমি একমত।

স্বাঃ আঃ মান্নান।

একমত।

স্বাঃ ম, করিম।

IN THE FIRST LABOUR COURT OF BANGLADESH

170, Santinagar Road, Dacca.

Complaint Case No. 57 of 1974.

Abdul Mannan—*First Party.*

versus

Mr Rehan-ur Islam, President, M/S. Ideal Corporation Ltd.—*Second Party.*

PRESENT:

Mr Amanullah Khan—*Chairman.*

Mr M. Karim
Mr M. A. Mannan } *Members.*

This is an application u/s. 25(*1*)(*b*) of the Employment of Labour (Standing Orders) Act, 1965 for reinstatement and back wages.

The First Party alleges that he had been a chowkider in M/S. Shukti Hosiery Industries till 25-2-1974 when he resigned and joined M/S. Ideal Corporation Ltd. of which the Second Party is the President as a permanent working helper on a monthly salary of taka 200 . It is further alleged that without assigning any reason the Manager of the Corporation verbally dismissed him from service on 23-9-1974. So he served a grievance petition on 28-9-1974, in reply to which the Second Party disowned the First Party as his former employee.

The Second Party contends that the First Party was never an employee of the Ideal Corporation Ltd. and added that he was a temporary chowkider of the Shukti Hosiery Industries.

The First Party in his deposition says that he was appointed a Warping Helper on a monthly salary of Taka 200 in the Ideal Corporation Ltd. on 25-2-1974 and was asked on 23-9-1974 not to work any longer in the establishment. So he filed the grievance petition, Ext. I which brought the reply Ext. 2. In support of his claim he had filed an application. Ext. 3 to the Assistant Rationing Officer for ration card claiming himself in the application as an employee of the Ideal Corporation Ltd. and the application bears endorsement of the Manager, Ideal Corporation. Ltd. The Manager, S.P.W.1, Md. Showkat Ali admits that the application bears his signature. He, of course, volunteered to say that he just signed the application because the Manager of the Shukti Hosiery Industries was absent that day. We shall see how far this explanation is acceptable. The F.P.W. 2 Ali Hossain who claims to be a worker of the Ideal Corporation Ltd. and also the Geenral Secretary of the Workers Union of the Ideal Corporation Ltd. comes to say that the First Party was a worker of the Ideal Corporation Ltd. His status as a worker if not a General Secretary as claimed has not been questioned. He seems to be a competent person to depose in the matter in dispute. An employee would not come to purjure himself risking dismissal from service. The Manager of the Ideal

Corporation Ltd. in his deposition says that the first party was never employed in the Ideal Corporation Ltd. and the F.P.W. 2 Ali Hossain in his cross-examination admits that the first party occasionally worked in the Shukti Industries Ltd. The Manager has filed one attendance register Ext. B, one wage and advance register Ext. C of the Ideal Corporation and a letter of dismissal Ext. A signed by a Partner Shuki Industries Ltd. The registers do not apparently bear the name of the First Party but I find that in the Wage Register Ext C the name of the First Party Abdul Mannan once appeared with a designation. The scheme of maintenance of the book show that right from the beginning a few pages were kept apart for each employee and accordingly a few pages were kept apart for Abdul Mannan also. Later the name 'Abdul Mannan' and the designation were struck off and the name of one Abdul Barik substituted. But why the name of Abdul Mannan did not appear in the Hajira Book? That is a question for which I have no answer but the positive fact remains that name of Abdul Mannan appears in the Wage Register and there is no reason why it shall be so if he was not considered an employee of the Ideal Corporation Ltd. on 1-7-1974 when the register Ext. C is whown to have commenced. The Second Party's positive case is that the first party had been working in another establishment known as Shukti Industries Ltd. during the period he claims to be in the service of the Ideal Corporation Ltd. and a letter of dismissal Ext. A has been filed to prove it. The letter dated 24-10-1974 recites that the First Party was put under suspension and was asked to show cause on 12-10-1974 and he replied on 22-10-1974. The first party in his cross-examination admits that he received this letter of dismissal and a sum of Taka 100. But undoubtedly he had already submitted the grievance petition dated 28-9-1974 to the management of the Ideal Corporation Ltd. alleging that he was not being allowed to work from 23-9-1974. So we can infer and the letter of dismissal also recites that the First Party did not associate himself with the Shukti Industries Ltd. even if he was actually charges and he replied. So why he accepted Taka 100 as he says. His answer is that being a poor he accepted it. He does not say Shukit Industries Ltd. paid the money. The Second Party could produce the alleged show cause notice or the reply and the attendance register and a count book of Shukti Industries to prove that he was in the service of Shukti Industries from 25-2-1974. But he has not done it although we find from the cross-examination of his Manager that he was a partner of Shukti Industries Ltd. too. So he had no difficulty in producing these papers even without calling for them through Court though the letter of dismissal Ext. A of Shukti Industries could be produced in time. Here we get the answer how the First Party could accept Taka 100 after being handed over the dismissal letter Ext. A and why the F. P. W. 2 Ali Hussain so candidly admits that the First Party occasionally worked in the Shukti Industries, which we find from the cross-examination of the Manager, S.P.W. 1, Showkat Hossain, is situated just beside Ideal Corporation Ltd. The two establishments standing side by side and the Second Party being a partner of the Shukti Industries the services of the employees of one were often informally utilised for the other and the employees did not care so long they were being paid and the two managements showed or did not show employees in the roll and pay of one or the other establishment according as it suits them. And finally, the question why an employee would sue an organistion he never served ? What chance of such a fraud being successfully concluded is there None. It was suggested to the First Party that he had received full termination benefits from the Shukti Hosiery and then filed this case against the Ideal Corporation Ltd. to make-some further wrongful gain for sheer greed. But why choose Ideal Corporation Ltd. and not

some other establishment? The suggestion indirectly suggests that the use of workers mutually by these two establishments having common ownership is true. And I must point out that there is no paper to show that the First Party received any termination benefits from Shukti Hosiery Industries Ltd. The sum of Taka 100 admittedly received could be only after the alleged dismissal on 24-10-1974 when he had already addressed his grievance petition to the Ideal Corporation. This acceptance of Taka 100 must therefore have been either for reasons of necessity or of never slipping an opportunity of grabing money whenever such opportunity presents itself and from whatever quarter. So the suggestion of receiving full termination benefits does not stand scrutiny. Considering all these facts and circumstances I am of opinion that the first party Abdul Mannan had been a Warping Helper in the Ideal Corporation from 25-2-1974 on a monthly salary of Taka 200 and was illegally dismissed from service on 28-9-1974.

The case be allowed on contest. The impugned order of dismissal is set aside. The First Party be reinstated and be paid back wages within 30 days from the date of this order.

No costs.

Members consulted.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
31-3-1975.

Typed at my dictation by
Stenographer Mr Waliul Islam
and corrected by me.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
31-3-1975.

শিল্প মন্ত্রণালয়

রাষ্ট্রায়ত্ত শিল্প বিভাগ

বিজ্ঞপ্তি

ঢাকা, ১১ই জুন ১৯৭৫।

নং এস আর. ও. ২৯৫-এল/৭৫/এন,আই.ডি/এস-২/ই,এস-২২/৭৪—বাংলাদেশ ইণ্ডাষ্ট্রিয়াল এণ্টারপ্রাইজ (জাতীয়করণ) আদেশ, ১৯৭২ (রাষ্ট্রপতির আদেশ নং ২৭/৭২) এর ১০(১) অনুচ্ছেদে বর্ণিত ক্ষমতাবলে সরকার এতদ্বারা মেসার্স বেকো ইণ্ডাষ্ট্রিজ, ২৩২-২৩৪, তেজগাঁও শিল্প এলাকা, ঢাকা, এই প্রতিষ্ঠানটিকে বাংলাদেশ প্রকৌশল ও জাহাজ নির্মাণ সংস্থার অধীনে ন্যস্ত করিল।

রাষ্ট্রপতির আদেশক্রমে

নজির আহমদ
উপ-সচিব।

স্পেশাল অফিসার, বাংলাদেশ সরকারী মুদ্রণালয়, ঢাকা, কর্তৃক মুদ্রিত।
এ্যাসিসটেন্ট কন্ট্রোলার-ইন-চার্জ, বাংলাদেশ ফরমস্ এণ্ড পাবলিকেশনস্ অফিস, ঢাকা, কর্তৃক প্রকাশিত।