



Gazette

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MINISTRY OF LABOUR SOCIAL WELFARE, CULTURAL AFFAIRS AND SPORTS

(Labour and Social Welfare Division) Section VI

NOTIFICATION

Dacca, the 2nd July 1975.

No. S.R.O. 233-L/75/S-VI/1(1)/75/285.- 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 First Labour Court, Dacca, in respect of the following cases, namely:-

- (1) Complaint Case Nos. 4 and 8 of 1974,
- (2) Complaint Case Nos. 1 and 2 of 1975.
- (3) Complaint Case No. 58 of 1974.(4) Complaint Case No. 12 of 1975.
- (5) Complaint Case No. 25 of 1975.
- (6) Complaint Case No. 17 of 1975.(7) Complaint Case No. 10 of 1975.
- (8) Complaint Case No. 16 of 1975.
- (9) Complaint Case No. 48 of 1974. '(10) I. R. O. Case No. 460 of 1974.
- (11) I. R. O. Case No. 245 of 1974.
- (12) I. R. O. Case No. 39 of 1975.
- (13) Complaint Case No. 15 of 1975.

By order of the President MUHAMMAD KHADEM ALI Deputy Secretary.

(1829)

Price: 0.72 Paisa.

IN THE FIRST LABOUR COURT OF BANGLADESH 170, Santinagar Road, Dacca

Complaint Case Nos. 4 and 8 of 1974.

Mohan Miah and Ayub Ali-First Party

V.S.

A. K. M. Joynal Abedin,

Managing Partner and Proprietor,

Superior Coach, Dacca Cha-42—Second Party.

PRESENT:

Mr Amanullah Khan-Chairman.

Mr M. Karim

Mr M. A. Mannan

Members.

These two cases filed under section 25(1) (b) of the Employment of Labour (Standing Orders) Act, 1965 are taken up for analogous hearing as they involve the same question of facts and law.

The First Party Mohan Miah of C. Case No. 4 of 1975 was a Driver of the Superior Coach No. Dacca 'Cha'-42 belonging to the Second Party A.K.M. Joynal Abedin. The First Party Ayub Ali of Case No. 8 of 1975 was a Coach Conductor in the same bus. Both had been serving from 22-3-1974. It is alleged that from 22-11-1974 they are not being allowed to work, so they served grievance petitions Exts. 1 and 1(a) for resuming their work with back wages.

.Admittedly these two workers and some other workers were employed in the Narayanganj Route. Now the Second Party Proprietor is no longer plying his bus in that route; he has gone over to Dacca-Aricha Route from 22-11-1974. It is alleged that the Second Party asked the workers to work in this route but they refused. Mohan Miah is the Joint Secretary of the Drivers' Union of the Dacca-Narayanganj Route bus service while Ayub Ali is the Joint Secretary of the Conductors' Union of the same Dacca-Narayanganj Route. They have tremendous hold over the workers. So they were not willing to give up their union position and come to work in the new route. The First Party in his deposition says that formerly there were two drivers in each coach with eight working hours but in the new route the second party wanted to employ one driver in place of two. He was, however, ready to serve only for eight hours a day. So the Second Party refused to employ them. The Second Party, a partner of Al-Alamin Traders, says that the First Party driver refused to work in the Dacca-Aricha Route and further that the First Party took a job in the Dacca-Narayanganj Route within a month after he was dismissed from service. So the First Party admits that he was offered a job by the Second Party in the Dacca-Aricha Route but was asked to do the work of two drivers. This does not sound acceptable. Nobody sensibly ask his employee to do the work of two persons on the same pay. Admittedly the First Party will loss his union office if he leaves Dacca-Narayanganj route. It has been suggested that he is not willing to part with his hold on the drivers of the route. From the circumstances this suggestion

appears most likely to be true. Admittedly he became employed in the Dacca-Narayanganj Route in two months of his refusal to work in the Dacca-Aricha Route. Letters Ext. A and A(1) show how Mohan Miah recommended drivers for appointment and also controlled them. This also shows the power he wielded in the route. Ayub Ali was admittedly a conductor in the bus of which Mohan Miah was the driver. In his cross examination Ayub Ali says that he was asked to work in the Dacca-Aricha route, the duty hours being from morning to evening with break at Aricha and he could not agree to this pattern of duty. So it was he who refused to work in the Dacca-Aricha route. He is an office-bearer of the Dacca-Narayanganj Route Conductors' Union and would loose his union position if he leaves the Dacca-Narayangani route. His position as an executive member of the Conductors' Union seems to suggest that he too was not willing to work in the Dacca-Aricha Route leaving his position in the union. I find that both Mohan Miah and Ayub Ali refused to work in the Dacca-Aricha Route though the Second Party was willing to employ them. It has been suggested that the First Parties were employed in the Dacca-Narayangani route and even if they refused to work in the Dacca-Aricha route they are entitled to termination benefits. There is nothing to show that the First Parties were employed to serve in a particular route. They were apparently employed to work in the bus of the Second Party proprietor and this change of route could not be interpreted to be cessation of the work or transfer of job from one station to another far from the original place of work. As a matter of fact, both the routes meet at the city of Dacca and as such it cannot be said that there has been any inconvenience to the First Parties on account of such change of route or any change in the place of duty to mean virtual termination of service and to warrant termination benefits. The cases must, therefore, fail as the workers voluntarily refused to work.

The Case Nos. 4 and 8 of 1975 be dismissed on contest. No costs. Members agree.

> AMANULLAH KHAN, Chairman. First Labour Court, Dacca. 9-5-1975.

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

AMANULLAH KHAN

Chair man 9-5-1975.

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আ:--মমতাজ্ব করিম।

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IN THE FIRST LABOUR COURT OF BANGLADESH

170, Santinagar Road, Dacca.

Complaint Case Nos. 1 and 2 of 1975.

Lokman and Abdul Awal-First Parties.

versus.

General Manager,
Ahmed Bawany Textile Mills Ltd.- Second Party.

PRESENT:

Mr Amanullah Khan-Chairman.

Mr. M. Karim

Mr. M. A. Mannan

Members.

These two cases being C. Case Nos. 1 and 2 of 1975 are taken up for analogous hearing as they involve the same question of facts and law.

First Party Lokman of C. Case No. 1 of 1975 and First Party Abdul Awal of C. Case No. 2 of 1975 were workers in the Ahmed Bawany Textile Mills Ltd. It is alleged that the services of Lokman Miah and Abdul Awal were terminated by letters dated 11-11-1974 and 10-11-1974 ostensibly under section 19(2) of the Employment of Labour (Standing Orders) Act, 1965 but really for their trade union activities. It is contended that they have been victimised for their trade union activities and as such the orders were illegal.

The management in its written statements submits that these were cases of termination simplicitor and that the management did not even know if these workers were office-bearers of any workers union of the Ahmed Bawani Textile Mills.

The worker Lokman and Abdul Awal in their depositions say that they had been virtually dismissed from service for their trade union activities. The second party witness Manager, Ahmed Bawany Textile Mills Ltd., says that the management had even no knowledge of any workers' union of which these two workers were office-bearers. But the letter dated 25-9-1974 Ext. 1 and the signature Ext. 2 show that these workers were office-bearers of Ahmed Bawany Textile Mills Sramik Union formed on 28-5-1974 and the information of such union was duly conveyed to the management. The letter was admittedly received by the mill office but the person who received the letter now examined as S.P.W. 2 says that he did not bring the letter to the notice of the management but just left it on the despatch table. I am not prepared to believe the statement of the witness. There is no reason why he should receive a letter of such importance and then just forget to bring it to the notice of the authority concerned. What the witness says here is a blazen lie. The management must have known about it soon after the letter was sent to it and has now come up with a false statement. There is, however, nothing to show that the workers have been removed from their services for their any union activities or even for forming a union. Even if there had been such activities and the termination has been an act of victimisation in the

garb of termination simplicitor, the law as it stands now, no relief can be granted to the First Parties. Admittedly no stigma has been attached in the order of termination. So the orders call for no interference. The cases must fail.

The C. Case Nos. 1 and 2 of 1975 be dismissed on contest. No costs.

Members consulted.

AMANULLAH KHAN Chairman, First Labour Court, Dacca. 3-5-1975.

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

AMANULLAH KHAN Chairman. 3-5-1975.

> 1 agree. Sd/- M.A. Mannan. 1 agree. Sd/- M. Karim.

IN THE FIRST LABOUR COURT OF BANGLADESH

170, Santinagar Road., Dacca.

Complaint Case No. 58 of 1974.

Mokbul Hussain-First Party

versus

The General Manager, M/S. MacGregor and Balfour (Bangladesh) Ltd.—Second Party.

PRESENT:

Mr Amanullah Khan-Chairman.

Mr M. Karim
Mr M.A. Mannan

Members.

The First Party was a Store-Keeper in MacGregor and Balfour (Bangladesh) Ltd. It is alleged that he was granted leave from 17-1-1972 to 17-3-1972. On expiry of the leave he reported for duty but he was not allowed to join. He was however assured that he would be permitted to join duty later on. Since then continued assurance had been extended till 2-2-1974. When he

applied in writing for permission to join and was intimated by a letter dated 5-2-1974 that he had already been dismissed from service. Thereafter, he filed an I.R. Case No. 115 of 1974 in this Court. The case was dismissed on technical ground. So he filed the present case again for reinstatement and other benefits.

The Second Party management says in its written statement submits that this case is not maintainable as framed and is barred by the principle of res judicata and that the First Party was never allowed any such leave as alleged nor did he apply for permission to join and that he actually failed to report for duty after liberation and as such he lost lien on his job and an order of lost of lien was passed with effect from 1-3-1972. The only time the First Party appeared for duty was in the February, 1974 by an application dated 2-2-1972.

The First Partyfiled an I. R. Case No. 115 of 1974 on the same cause of action as the present one and that the case was dismissed on merit. So the present case must be barred by the principle of res judicata.

Admittedly the order of lost lien was intimated to the First Party on 5-2-1974 as deposed by him. A petition dated 4-9-1974 Ext. 1 was submitted to the Second Party by the First Party praying for certain monetary relief. It is alleged that this was a grievance petition. Even if it was so the petition was filed long after six months of the cause of action arose. So it was not filed within the time and as such no case would be maintainable under section 25(I)(b) of the Employment of Labour (S.O.) Act, 1965. I, however, find that this petition Ext. I was not for reinstatement etc., it was only for obtaining monetary benefit. So there was no grievance petition according to the said Act. So no case under section 25(I)(b) of the Act, 1965, is maintainable. The case must fail on both the counts—it is barred by the principle of res judicata and also barred by time.

The case be dismissed on contest.

Members consulted.

AMANULLAH KHAN

Chairman, First Labour Court, Dacca. 17-5-1975.

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

AMANULLAH KHAN

Chairman. 17-5-1975.

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IN THE FIRST LABOUR COURT OF BANGLADESH

170, Santinagar Rd., Dacca.

Complaint Case No. 12 of 1975.

Abdus Salam-First Party

versus.

Proprietor,

M/s. Shillong Tailoring & Co.-Second Party.

PRESENT:

Mr Amanullah Khan-Chairman.

Mr M. Karim

Members.

Mr M.A. Mannan

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

The First Party Abdus Salam was a Goatman in M/s. Shillong Tailoring & Co. It is alleged that from 5-10-1974 he was not being allowed to work by the Proprietor of M/s. Shillong Tailoring and Co.. He was then served with a show cause notice on 12-10-1974 by a registered post. He replied to the charge on 7-11-1974 and thereafter on 24-11-1974 was fixed for enquiry. He appeared for the enquiry and was asked to sign a blank paper which he refused to do. He was then asked to leave the place and thereafter he got a letter dated 11-12-1974 dismissing him from service. The First Party served a grievance petition dated 20-12-1974 but received no reply. He now claims reinstatement with arrear wages including 3 weeks' wages amounting to aka 500-00 left unpaid for the work done.

The Second Party says in his written statement that the First Party had been absent for 10 days without leave and as such he was asked to show cause. An enquiry was held and the First had been dismissed after being found guilty of unauthorised absence for 10 days.

So admittedly the First Party was an employee of the Second Party. Chargesheet dated 12-10-1974 Ext. 1, reply dated 7-11-1974 Ext. 2 and deposition of witnesses examined at the time of enquiry including that of the First Party show that the First Party was also heard on the charge of 10 days absence without leave and the letter of dismissal Ext. 3 shows that the First Party was found guilty and dismissed from service. But the show cause notice shows that by the time he was asked to show cause 10 days of unauthorised absence did not pass out. It was issued on the 7th day after 5-10-1974 from when the First Party was admittedly absent. But absence without leave for 7 days is not an act of misconduct. So the charge was premature. Absence without leave must be for 10 days in order to be treated as misconduct or absence must be habitual. In the present case the charge was only for absence only from 5-10-1974, the charge-sheet was issued on 12-10-1974, so the charge was illegal. So the order of dismissal from an illegal charge cannot be maintained. The order shall be set aside and the First Party be reinstated. I am not, however, inclined to order for arrear wages for the First Party. He was a piece rate worker on "no work no pay" basis.

So the case be allowed on contest and the order of dismissal be set aside and the First Party be reinstated without arrear wages within 30 days from date. I order no costs.

Members consulted.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca17-5-1975.

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

AMANULLAH KHAN Chairman. 17-5-1975.

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IN THE FIRST LABOUR COURT OF BANGLADESH

170, Santinagar Rd., Dacca.

Complaint Case No. 25 of 1975.

Abdul Jalil-First Party

versus

The Manager,

Bangladesh Aluminium Karkhana-Second Party.

PREMENT:

Mr Amanullah Khan-Chairman.

Mr M. Karim

Mr M. A. Mannane

Members.

The First Party Abdul Jalil was a worker in the Bangladesh Aluminium Karkhana. On 11-12-1974, it is alleged, he placed some demands for bonus on behalf of the workers being authorised by the Aluminium Karkhana Sramik Union. This greatly annoyed the management. He was then asked on 12-12-1974 to show cause for his absence from duty in the afternoon of 11-12-1974. The First Party showed cause and thereafter he was informed to have been dismissed from service on 31-12-1974. The dismissal, it is alleged, was due to his trade union activities.

In the written statement the Second Party Manager, Bangladesh Aluminium Karkhana submits that the First Party was in the habit of being absent from duty without permission. He left his duty on 11-12-1974 at his own pleasure and he similarly left his duty on a previous occasion also and for this earlier misconduct he was charged on 29-4-1974 and he begged pardon on that occasion. In the present occasion also he admitted his guilt in his reply and being found guilty of the charge was dismissed from service.

By the charge-sheet Ext. I the First Party was asked to show cause for his absence on 11-12-1974 without leave after the mid-day break of the factory with the further allegation that he was guilty of similar offence an earlier occasion also. By his reply Ext. 2 the First Party admitted that he remained absent from duty as alleged adding that he did so at the direction of the union in order to discuss Labour problem. He did not deny that he remained absent without permission. Another charge-sheet Ext. A dated 29-4-1974 was also admittedly served on him charging him for exactly similar offence and his admitted reply Ext. B to this charge-sheet also shows that he admitted to have left his duty for some urgent matter. It was again a matter concerning the labourers of the Karkhana. So admittedly he was in the habit of leaving his duty without permission. This is wilful insubordination of habitual neglect of duty and habitual absence without leave. In view of his admission of the charge levelled against him no further enquiry was needed. I find that he had been rightly dismissed. It is not denied that he was an office-bearer and might have discussed union matters on 11-12-1974 and the motive behind of the proceeding against him might have been his Union activities, may be otherwise his behaviour would not have been taken note of seriously. But we are not concerned with the motive the facts remains that he was found guilty for insubordination and habitual neglect of duty and absence from duty without leave. So it can be safely concluded that the First Party had been dismissed for misconduct whatever might have been the motive for such dismissal.

The case be dismissed on contest. No costs.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
22-5-1975.

Dictated.

AMANULLAH KHAN Chairman. 22-5-1975.

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আ:—মনতাজুল করিন।

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IN THE FIRST LABOUR GOURT OF BANGLADESH

170, Shantinagar Rd, Dacca. Complaint Case No. 17 of 1975.

Abdus Subhan-First Party

versus

Christian Commission for Development in Bangladesh-Second Party.

PRESENT:

Mr Amanullah Khan-Chairman.

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

The First Party Abdus Subhan was an Assistant Nurse in the Christian Commission for Development in Bangladesh. It is alleged that he entered the service on 1-9-1973 in the Christian Commission and lastly drew taka 410 per month. On 28-10-1974 he applied for leave for two days on information of cholera in his family at his village home and went home with verbal permission leaving an application for leave to his immediate boss. While at home he himself fell ill and was sick till 20-12-1974. He reported for duty on 23-12-1974 with medical certificate of fitness but was not allowed to join and was verbally dismissed from service. He filed grievance petition on 5-1-1975 but was not considered. He has been dismissed without any formal proceeding.

The Second Party in its written statement submits that the First Party applied for leave as alleged but the leave was refused and in spite of the refusal of leave he left his duty. So he was dismissed for insubordination and disobedience of duty. It is further contended that this Court has no jurisdiction to try this case as the Christian Commission is a charitable hospital not being included in shops and Establishments. The Employment of Labour Standing Orders Act, 1965 does not, therefore, apply in the case of the First Party.

The Christian Commission, the First Party admits that it is a charitable hospital. Its memorandum of association (M.A.) Ext. A also shows that one of its aim is to engage in charitable and social welfare activities strictly on a non-profit basis. Now, section 1 of sub-section 4 of the Employment of Labour (Standing Orders) Act, 1965 says:—

- (4) It shall apply to-
- (a) every shop or commercial establishment to which the East Bengal Shops and Establishments Act, 1951 applies;
- (b) every industrial establishment in the areas in which the East Bengal Shops and Establishments Act, 1951 applies; and

(c) every industrial establishment in all other areas of the Province in which five or more workers are employed, or were employed on any day of the preceding twelve months;

Commercial establishment has been defined in sub-section 2 of section 2 of the East Bengal Shops and Establishments Act, 1951 as under:—

(2) "commercial establishment" means an establishment in which there is conducted the business of advertising, commission, forwarding or commercial agency, a clerical department of a factory or of any industrial or commercial undertaking, an insurance company, joint stock company, bank, broker's office, or exchange or such other establishment or class thereof as the Provincial Government may, by notification, declare to be a commercial establishment for the purposes of the Act.

In the same section"Industrial Establishment" has been defined in sub-section (9) in the following terms:—

(9) "industrial establishment" means a workshop or other establishment in which the work of making, altering, repairing, ornamenting, finishing or packing or otherwise treating any article or substance with a view to its use, sale, transport, deliver or disposal is carried on or where any service to a customer is rendered or class of establishment as the Provincial Government may, by notification, declare to be, for the purpose of this Act, an industrial establishment but does not include a factory as defined or declared under the Factories Act, 1934;

In sub-section (15) of the same section Shop has been defined in the following terms:—

(15) "shop" means any premises used wholly or in part for the wholesale or retail sale of commodities, or articles, either for cash or on credit, and such other premises as the Provincial Government may, by notification, declare to be a shop for the purposes of this Act.

So we can find from the very definitions of 'commercial establishment', 'industrial establishment' and 'shop' that this Christian Commission is not covered by any of these definitions. This case against the Christian Commission does not, therefore, lie under the Employment of Labour (Standing Orders) Act, 1965. Moreover, section 5 of the East Bengal Shops and Establishment Act, 1951 itself says that any establishment of the nature of Christian Commission shall not attract this Act of 1951. The relevant portion of section 5 of the Act runs as follows:—

- Act not applicable to certain establishments, shops and persons.
 Nothing in this Act shall apply to—
- (e) establishments for the treatment or care of the sick, infirm, destitute or mentally unfit;

So I find that this case is not maintainable under the Employment of Labour (Standing Orders) Act, 1965 as it does not lie to the case of a charitable institution like this Christian Commission. This case must, therefore, fail.

The case be dismissed on contest. No costs.

Members consulted.

AMANULLAH KHAN
Chairman,
First Labour Court, Dacca.
15-5-1975.

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

AMANULLAH KHAN Chairman. 15-5-1975.

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বা: ম, করিম।

জামি একমত।

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IN THE FIRST LABOUR COURT OF BANGLADESH

170, Santinagar Road, Dacca.

Complaint Case No. 10 of 1975.

Abdul Motaleb-First Party

versus.

Proprietor, M/s. F. Rahman and Company—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 Abdul Motaleb was a worker in M/S. F. Rahman and Co. He has been served with a letter dated 2-11-1974 terminating his services with one month's notice and after one month, it is alleged, he was not allowed to work. He now prays for termination benefits alleging that he had been serving from January, 1963 and his last pay had been taka 254 per month.

The Second Party Proprietor M/s. F. Rahman and Co. submits in his written statement that the First Party obtained a spurious appointment letter and his basic wages had been taka 194 per month only with taka 60 as medical and conveyance allowance in addition. He also denied the claim of the First Party regarding earned leave. It is further alleged that on receipt of a grievance petition from the First Party he served a fresh notice on the First Party on 13-12-1974 asking him to report for duty within 2 days and serve out the notice period of 3 months for termination of his service. It is further alleged that the First Party did not turn up and as such, it is contended, he is not entitled to any notice pay.

Appointment letter Ext. 1 shows that the First Party was appointed as a labour in the company in January, 1963 and the letter Ext. 5 shows that his consolidated wages which included fringe benefits was taka 254 per month. I find that the First Party had been serving the company from January, 1963 and his wages had been at taka 254 per month. The leave register Ext. E shows that the First Party had at his credit only 3 days earned leave although the Second Party says it is 4 days.

Admittedly letter dated 2-11-1974 Ext. 2 was served on the First Party giving him one month's notice of termination of his services. It was certainly not a legal notice. It should have been of 3 months. The First Party admittedly served his grievance petition Ext. 3. The Second Party admits that it was received by him on 10-12-1974 and he replied on 13-12-1974 by a letter Ext. A asking him to join within 2 days and serve out the rest of the notice period. The First Party says that he did not receive any such reply. He has, however, filed a letter dated 14-1-1975 Ext. 4 along with a copy Ext. 4(a) of the letter Ext. A alleging that on receipt of this letter Ext. 4 and the copy Ext, 4 (a) he reported for duty as desired in the letter Ext, 4 but was not allowed to join his duties. I am not prepared to believe that the first party reported for duty and was not allowed to work. The letter Ext. A and the letters Ext. 4 and 4(a) show the anxiety of the Second Party not to pay the First Party wages equivalent to his 3 months wages without receiving actual service but to actually make him work for the notice period of 3 months and then terminate his services. So it was unlikely that he would not be allowed to work. The Second Party Proprietor says that actually the First Party did not report for duty at all. In fact, I find from the cover of the registered letter Ext. A that the First party was reported to be absent which means that he wanted to avoid receiving any reply to his grievance petition Ext. 3. Even if he did not receive this letter Ext. A, the letter must be held to have been served as it was directed to his address given in the grievance petition. It was expected that he would stay in the address given in his grievance petition to receive the reply he has desired in the petition. Such notice must however be notice of 3 months must be in a row and not 3 months piece meal and with breaks. So both the notice Ext. A and Ext. 2 were illegal. The termination notice ought to have been for 3 months either from 2-11-1974 or 15-12-1974. So, the services of the First Party were not legally terminated.

Unfortunately for the First Party this case is barred by limitation. The cause of action arose on 2-11-1974 and there was no grievance petition within 15 days as required by section 25 (1) (a) of the Employment of Labour (Standing Orders) Act, 1965. The case must, therefore, failin spite of what I und earlier.

The case be dismissed on contest. No costs.

Members consulted.

AMANU:LLAH KHAN Chairman, First Labour Court, Dacca, 24-4-1975.

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

AMANULLAH KHAN Chairman. 24-4-1975.

I agree Sd/- M.A. Mannan I agree

Sd/- M. Karim

IN THE FIRST LABOUR COURT OF BANGLADESH 170, Shantinagar Road, Dacca.

Complaint Case No. 16 of 1975.

Md. Shahjahan-First Party.

versus

Proprietor, F. Rahman and Co .- Second Party.

PRESENT:

Mr Amanullah Khan-Chairman

Mr M. Karim

Members.

Mr M. A. Mannan

This is an application u/s. 25(1)(b) of the Employment of Labour (Standing Orders) Act, 1965.

The First Party Md. Shahjahan was in the employ of M/S F. Rahman and Company under the Second Party Proprietor. He had been served with a notice dated 26-10-1974 terminating his services within one month from the date of the notice. Subsequently he was served with a other notice, dated 25-11-1974 relieving him of his job. Thereupon, the First Party filed a greivance petition with no reply. It is further alleged that the First Party had been working in the Company from January, 1967 and his last wages had been taka 247 per month. He also claims earned leave of 30 days

The Second Party on receipt of the grievance petition on 13-12-1974 asked the first party to serve out the entire notice period of 3 months but, it is alleged, the First Party did not report back to duty. It is also alleged that the First Party got mala fide appointment letter and had no earned leave at his credit and further that his actual wages had been at taka 187 per month.

The appointment letter, dated 11-7-1972 Ext. I shows that the First Party Party was appointed in this Company in January, 1967. There is no challenge to this appointment letter. A letter, dated 21-1-1974 Ext.2 shows that the wages of the First Party was fixed at a consolidated amount of taka 247 which included the fringe benefits. The leave register Ext. H shows that no earned leave was due to the First Party. So I find that the First Party had been in service from January, 1967 and his last wages drawn had been taka 247 per month. He had no earned leave due.

The admitted notice of one month Ext. 3 for terminating the services of the First Party and the notice Ext. 4 relieving the First Party after expiry of the period of one month was certainly illegal. Law requires 3 months' notice. It is further admitted that with the receipt of the grievance petition Ext A. Pointing out the illegality the matter was reviewed by the Second Party who thereupon, served another notice Ext. B asking the First Party to complete the 3 months' notice period. The First Party says that he did not receive this notice. But the letter and the cover Ext. 3 and C respectively show that the letters were directed to the First Party at the address given in the grievance petition and Exts. D, E, and F show that the termination notice was properly addressed but the notices Ext. 3, 4, B, D and F show that these were illegal. Three months' notice ought to have been in a row. Here the first month expired on 25-11-1974 and the second month was to start on 15-12-1974 as desired by the Proprietor. The 3 months' notice had no continuity. These 3 months' notice ought to have started either from 26-10-1974 or 15-12-1974. I find that this notice was not proper and illegal.

The cause of action of the First Party arose on 26-10-1974 and the gricvance petition was served only on 10-12-1974. So no proper action was taken under section 25(I)(b) of the Employment of Labour (Standing Orders) Act, 1965 within time. So the case is barred by limitation. Hence—

Ordered

That the case be dismissed on contest. No costs.

Members agree.

AMANULLAH KHAN, Chairman, First Labour Court, Dacca. 24-4-1975.

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

> AMANULLAH KHAN, Chairman, 24-4-1975.

IN THE FIRST LABOUR COURT OF BANGLADESH DACCA:

Complaint Case No. 48 of 1974.

Abdul Kader, S/o. Yunus Miah, 134. Nashiruddin Sarder Lane, Dacca-First Party

versus

Khalilur Rahman Khan. 1. Kazi Abdul Rouf Road, Kalta Bazar, Dacca-Second Party.

PRESENT :

Mr Amanullah Khan-Chairman.

Mr. M. Karim

Members.

Mr M. A. Mannan

This is an application u/s 25 of the Employment of Labour (Standing Orders) Act, 1965 for termination benefits only,

The first Party Abdul Kader claims to have been a bus driver in the K. R. Khan & Company belonging to the Second Party Khalilur Rahman from 7-2-1973. It is alleged that the bus bearing registration number DACCA BA-99. he was employed in had been withdrawn on 20-8-1974 throwing him out of employment.

The Second Party's case is that the First Party was never in the employment of the Second Party and that the bus having met a serious accident on 30-5-1974 and being not immediately repairable, the route permit, Blue Book etc. were deposited with the Motor Vehicle Department on 1-7-1974.

That the First Party in his deposition says that he was employed in the bus Dacca BA-99 belonging to the Second Party till 20-8-1974. The Second Party deposes that he was never so employed. He further deposes that this bus met an accident on 30-5-1974 and he deposited the Blue Book and Token of his bus on 1-7-1974 and got the receipt Ext. A. The First Party could produce nothing to show that he was ever employed in the bus Dacca BA-99. The Second Party, of course, could prove by producing account papers that somebody else was employed and being paid for driving the bus till 30-5-1974 when the First Party claims to be in his service. However, the receipt Ext. A granted by the Counter Clerk, Motor Vehicle Department of the Office of the Superintendent of Police, Dacca, states that an application from the Second Party was received by the Motor Vehicles Department of the Office of the Superintendent of Police, Dacca on 1-7-1974 for surrendering the Blue Book, Tax Token, etc. of the bus Dacca BA-99. The receipt is not one of surrender of these on the date he applied, i.e., 1-7-1974. Now, this is the only piece of document in this case and the Second Party says on oath that the Blue

Book, etc., were surrendered on 1-7-1974 considering his deposition along with the receipt Ext. A. I feel inclined to accept his version of the case and hold that the First Party was never employed by the Second Party as his bus driver.

This case, therefore, fails.

The case be dismissed on contest without costs.

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

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

AMANULLAH KHAN Chairman 15-3-1975,

I agree,

Sd./-M. Karim.

I agree.

Sd./-M. A. Mannan.

IN THE FIRST LABOUR COURT OF BANGLADESH DACCA

I. R. Case No. 460 of 1974.

Nezamuddin,

Blower "A"
Serial No. 356, Card No. 4.
71, Arambagh, Dacca-2- First Party.
yersus

M/S. Hardeo Glass Works, Hatkhola Road, Dacca-3-Second Party.

PRESENT:

Mr Amanullah Khan-Chairman.

Mr M.A. Mannan

Members.

Dated the 5th April, 1975:

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

The First Party Nezamuddin was a Blower in the Hardeo Glass Works. He worked up to 7-12-1971 and thereafter was not allowed to work after the liberation of Bangladesh. Since the beginning of 1972, it is alleged, he repeatedly prayed for permission to join but he was not allowed to join.

- The Second Party in its written statement says that Nezamuddin became absent from December, 1971 and thereafter was not heard of.

The First Party in his depositions says that he reported for duty from time to time but was not allowed to join. He has no paper to show that he ever reported for duty. The Factory Manager, Hardeo Glass Works, also deposes that he never reported for duty. If he really reported for duty and was refused at the very beginning there was no reason why he would not be taken in and why he would not file this case a month or two after he was refused permission to join in the beginning of 1972. I am constrained to say that the First Party never reported for duty and as such he has forfeited his right to resume duties now by waiver and acquiscence.

Members consulted.

The case be dismissed on contest. No costs.

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

AMANULLAH KHAN Chairman, 5-4·1975.

> আমি একমত আ: এম, এ, মনান।

আমি একমত আ: ম, করিম। AMANULLAH KHAN Chairman, 5-4-1975.

IN THE FIRST LABOUR COURT OF BANGLADESH 170, Shantinagar Road, Dacca.

I. R. Case No. 245 of 1974.

Tofail Ahmed-First Party

versus

The General Manager, M/s. Bengal Waterways-Second Party.

PRESENT :

Mr Amanullah Khan-Chairman.

Mr M. Karim ... } Members.

This is an application u/s 34 of the Industrial Relations Ordinance, 1969.

The First Party Tofail Ahmed was a Serang in M/s. Bengal Waterways working in the launch M.V. Lilly. The launch once ran aground in a Char and the proprietor filed a Criminal case against him. He was then arrested by the police on 9-8-1969 and bailed out on 19-8-1969. Thereafter, it is alleged, he wanted to join his work but he was not allowed to do so on the plea of pendency of the Criminal case. He was finally acquitted on 26-10-1972 and he applied in writing for resuming his work on 15-11-1972. But this time also he was not allowed to join his duties on the ground that the Company had filed a motion before the Sessions Judge, Faridpur, against the order of acquittal of the First party. The motion was again dismissed on 25-2-1974. He again reported for duty in the beginning of August, 1974 but he was not allowed to join. So he filed this case for reinstatement with back wages.

The Second Party in his written statement says that the First Party never reported for duty and was serving elsewhere as he could not be accepted in service again after that incident.

The First Party deposes that he reported for duty first on 23-8-1969 and then by a registered letter Ext. 1 on 25-8-1969. He again served another letter Ext. 4. Postal receipts Ext. 2 and 5 and an acknowledgment receipt Ext. 3 and 6 show that from time to time the First Party was in correspondence with the General Manager, Bengal Waterways. So it appears that the First Party had been trying to resume his duty but he was not allowed to join. The First Party, of course, says that he served one year five months in some other Company. I find that the First Party is entitled to reinstatement with back wages. Since he admits that he had worked one year and five months elsewhere this period may be omitted for the purpose of calculating his back wages out of the total period during which he has not been paid his wages so long.

Order

The case be allowed on contest without cost. The Second Party is directed to allow the First Party to resume his duties within 30 days from date and also pay him arrear wages for the entire period except for 17 months out of the total period for arrear wages.

Members consulted.

AMANULLAH KHAN Chairman, First Labour Court, Dacca. 9-5-1975.

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

> AMANULLAH KHAN Chairman, 9-5-1975.

I agree.

Sd/- M. Karim.

Sd/- M. A. Mannan.

IN THE FIRST LABOUR COURT OF BANGLADESH

170, Shantinagar Road, Dacca.

I. R. Case No. 39 of 1975.

General Secretary, Opticsman Karmachari Sramik Union-First Party, versus.

Deputy Registrar of Trade Unions, Dacca Division-Second Party.

PRESENT :

Mr Amanullah Khan-Chairman.

Mr M. Karim

Members.

Mr M. A. Mannan

This is a case u/s 8(3) of the Industrial Relations Ordinance, 1969.

The First Party General Secretaty, Opticsman Karmachari Sramik Union applied for registration of the union; but it has been refused. So this case for registration of the union.

The Second Party Deputy Registrar of Trade Unions in his written statement submits that the Opticsman Company has not been functioning and as such registration has been refused.

But it is none of the registrar's business to see if the firm is functioning or not. The Deputy Registrar of Trade Unions does not say that any of the requirements for registration has not been fulfilled. An establishment may or may not function. But for that I don't see any bar to the registration of an establishment provided the requirements of law for registration are fulfilled. I find that the union ought to have been registered. The Registrar of Trade Unions shall issue a certificate of registration at once.

Order

The case be allowed on contest. The Registrar of Trade Unions is directed to issue a certificate of registration to the Opticsman Karmachari Sramik Union at once.

Send a copy of this order to the Registrar of Trade Unions.

AMANULLAH KHAN, Chairman, First Labour Court, Dacca. 9-5-1975.

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

AMANULLAH KHAN, Chairman.

আমি একমত। স্বাং—মমতাজুল করিম। আমি একমত।

चाः-- धम, ध, महान ।

IN THE FIRST LABOUR COURT OF BANGLADESH 170, Shantinagar Road, Dacca.

Complaint Case No. 15 of 1975.

Aynul Haque- First Party.

versus

Proprietor, F. Rahman and Company-Second Party.

PRESENT ;

Mr Amanullah Khan- Chairman.

Mr M. Karim

.. } Members.

Mr M. A. Mannan

This is a case u/s 25(1)(b) of the Employment of Labour (Standing Orders) Act, 1965.

The First Party Aynul Haque was an employee of M/S. F. Rahman and Company of which the Second Party is the Proprietor. He had served the company from 1-1-1974 and his services were terminated with effect from 26-11-1974 with one month's notice on 26-10-1974. He was relieved of his duties by a fresh letter dated 25-11-1974. So he served a grievance petition on 9-12-1974 but received no reply. He, therefore prays for termination benefits according to law.

In his written statement the proprietor submits that on receipt of the grievance petition he asked the First Party to report for duty and serve out the rest of the period of termination notice of termination. It is further alleged that the basic pay of the First party had been Taka 155 per month. It is contended that the First Party did not complete one year's service and as such is not entitled to the relief claimed. His further contention has been that the case of the First Party is barred by limitation.

The letter dated 21-1-1974 Ext. 2 shows that wages of the First Party had been fixed at a consolidated amount of Taka 215 per month and the appointment letter dated 1-1-1974 Ext. 1 shows that the First party was appointed in the Company on 1-1-1974. So he has not completed one year of service on 25-11-1974 upto which date he actually worked. He is not therefore entitled to claim any earned leave. 1 find that the First Party served the company from January, 1974 to the 25th of November, 1974 and he is not entitled to earned leave.

By the letter dated 26-10-1974 Ext 3 the Second party served one month's notice upon the First party terminating his services from 26-11-1974. The letter dated 25-11-1974 Ext. 4 shows that the First party has relieved of his work from 26-11-1974. Such termination was absolutely wrong. It ought to have been on a notice of 3 months. Admittedly the First party served grievance petition dated nil Ext. A on 9-12-1974 and the Second party by a letter dated 13-12-1974 Ext. B asked the First Party to report to duty within 2 days and serve out the remaining period of notice, i.e., remaining 2 months with effect from 15-12-1974. The First Party says that he did not receive the letter Ext. B. But the cover Ext. D shows that this letter was directed at the address

of the First Party given in his grievance petition. The address given in the grievance petition was certainly meant for communicating by the Second Party with the First Party. So I find that this is a good service on the First Party. Moreover, a letter Ext. E shows that the copy of the letter Ext. B was also sent to the First Party at his village address though that also could not be actually delivered to the First Party as he was supposed to be absent. But the notices Ext. 3 and B were not according to the provisions of law. Notice of termination should be of 3 months in a row and not with break of service. Here the one month's notice expired on 25-11-1974 and the period could not start again on 15-12-1974 with a break of service. The proper notice ought to have been of 3 months either from 26-10-1974 or 15-12-1974. I find that the notices were illegal.

But, unfortunately for the First Party his case must fail on the ground of limitation, the cause of action for this case arose on 26-10-1974 and no grievance petition was filed within 15 days from the date of cause of action. 1 find that

this case is barred by limitation.

The case be dismissed on contest. No costs.

Members agree.

AMANULLAH KHAN, Chairman, First Labour Court, Dacca. 24-4-1975.

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

AMANULLAH KHAN, Chairman. 24-4-1975.

I agree.

Sd/- M.A. Mannan.

1 agree.

Sd/- M. Karim.

শিলপ মন্ত্রণালয় (শিলপ বিভাগ) বিজ্ঞাপিত

णका, ७ ता क्लारे ১৯৭६।

নং এস, আর, ও ২০৯-এল/৭৫/শিলপ-১৪-বিবিধ-৯/৭৪/৩৩৭—বাংলাদেশ পরিভান্ত শিলপ (নিয়ন্ত্রণ, ব্যবস্থাপনা এবং হস্তান্তর) আদেশ, ১৯৭২ (রাদ্রপতির আদেশ নং ১৬, ১৯৭২)-এর ৫ নং ধারায় প্রদত্ত ক্ষমতাবলে শিলপ মন্ত্রণালয় (শিলপ বিভাগ) মেসার্স তাজ ইশ্ডাম্ট্রিজ, ১১০/সি. তেজগাঁও শিলপ এলাকা-কৈ বাংলাদেশে অবস্থিত ইহার যাবতীয় বিষয় সম্পত্তি সমেত পরিভান্ত ঘোষণা করিয়। ইহা অবিলম্বে সরকারী নিয়ন্ত্রণে নেওয়া এবং পরিচালনার জন্য এতম্বারা ঢাকা এবং ঢাকা শহরতলীর পরিচালনা বোর্ডের অধীনে নাস্ত করিলেন।

মোঃ জয়নাল আবেদীন উপ-সচিব।