

**THE INDUSTRIAL DISPUTES
(AMENDMENT) BILL, 1953—
*continued.***

MR. CHAIRMAN: The motion is:

"That clause 2 stand oart of the Bill."

There are 22 amendments to this clause.

SHRI S. N. MAZUMDAR (West Bengal): Sir, I move:

2. "That at page 1 after line 8, the following be inserted, namely:-

'(ai) in sub-clause (i) of clause (a), after the words "an oil field" the words "any newspaper or news agency operating in more than one State" shall be inserted;."

8. "That at page 2, lines 16-17, the words 'and who has not been retrenched' be deleted."

10. "That at page 2, line 22, after the word 'and' the words 'is refused work, or' be inserted.

14. "That at page 3, after line 22, the following be added, namely: —

'(vi) in clause (s) after the words "including an apprentice" the words "and any person or persons employed by or through contractors" and after the words "clerical work", the words "and any work in connection with the calling of journalists" shall be inserted;."

36. "That at page 1, after line 8, the following be inserted, namely:-

'(ai) in sub-clause (i) of clause (a) after the words "major port" the words "pr a newspaper publishing company publishing newspapers in one or more than one language in move than one State or a news distribution agency or such other industrial establishments having branches in more than one State" shall be inserted;."

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37. "That at page 2, line 6, after the word 'lock-out', the words 'or lay-off' be inserted."

39. "That at page 2, after line 36, the following be inserted, namely:-

'(iiia) in clause (n) sub-clause (vi) shall be deleted;."

40. "That at page 2,—

(i) in line 40, after the word 'any' the word 'satisfactory' be inserted; and

(ii) in lines 40-41, the word 'whatsoever' be deleted."

41. "That at page 2, lines 48 and 49, be deleted."

42. "That at page 3, line 15 be deleted and the subsequent subclauses (a), (b) and (c) be renumbered as sub-clauses (iv), (v) and (vi) respectively."

43. "That at page 3, after line 22 the following be inserted namely: —

'(vi) in clause (s) for the words "manual or clerical work", the words "physical or mental work or both" shall be substituted;."

SHRI M. MANJURAN (Travancore-Cochin): Sir, I move:

38. "That at page 2,—

(i) in line 11, the words 'refusal or inability' be deleted;

(ii) in line 13, the words 'or the accumulation of stocks' be deleted; and

(iii) in line 14, the words 'or for any other reason' be deleted."

SHRI C. P. PARIKH (Bombay): Sir, I move:

61. "That at page 2, after line 49, the following be inserted, namely:-

'(d) termination of service if the employee is paid compensation

[Shri C. P. Parikh.] for lay-off and is given employment by another employer within a period of twelve months in the same industrial establishment'."

SHRI S. P. DAVE (Bombay): Sir, I move:

3. "That at page 1, after line 18, the following be inserted, namely:-

'(iv) in the case of workman not covered by any of the categories above, in the four complete wage periods'."

5. "That at page 1, line 21, after the words 'four complete weeks', the words 'or four complete wage periods' be inserted."

MR. CHAIRMAN: The clause and the amendments are now before the House.

SHRI S. N. MAZUMDAR: Mr. Chairman, to this clause I have moved several amendments. I shall take some of them together, because they are related to each other. I shall first come to amendment No. 2. The amendment is there and so I need not read it. The necessity for this amendment has arisen out of a fact of which the House is well aware. On a previous occasion when this House discussed the question of appointing a Tribunal for the P.T.I. employees, the Government of India felt it difficult to intervene in this matter, and my hon. friend, the Labour Minister, said that the dispute should be referred to a Tribunal in the State where the headquarters of the PTI were situated. My amendment seeks to obviate that difficulty and if the Government is prepared to accept this, it will empower the Government to intervene in such cases in the case of news agencies or newspaper publishing companies operating in more than one State or industrial establishments having branches in more than one State. Sir, after listening to the speech of my hon. friend yesterday, I have no hope that he will accept my amendment. Still, this has to be focussed.

As regards the necessity for this amendment, I shall submit a few arguments. My hon. friend, the Labour Minister, said that this thing would come in due time and that it could not be hurried, but my submission is that this is long overdue. On this subject there is no dispute between this side of the House and the Government that some such step should be taken. I do not at all feel convinced by his argument that this step should be delayed. Secondly, in another amendment, we have tried to empower the Government to extend the provisions of this Industrial Disputes Act to those categories of employees who are known as working journalists as well as contract labour. I had listened yesterday to the speech of my hon. friend. Now, without going into details about arguments, I will suggest to him that the Industrial Disputes Act, as it now stands, can be extended to cover any dispute concerning the working journalists if only a liberal interpretation of the word 'clerical' is made. As far as my information goes, in British practice, which my hon. friends on the other side follow in such matters, the interpretation of the word 'clerical' was never accepted in this limited sense that it includes only those who are engaged in the work of copying out details. Mental and technical workers and working journalists can also be included in that. Here, may be due to the defects of drafting of the parent Act or 'may be due to the quibblings of the lawyers or whatever the case may be, unfortunately the Industrial Tribunals have taken the decision that the provisions of the Act, as it stands now, cannot be extended to working journalists. This is in my opinion, insistence, too rigid an insistence on the legalistic aspect of the question. However, I am offering the Government an opportunity to remove that scope for legalistic insistence and to do something for the technical workers, working journalists and others. My hon. friend, the Labour Minister, said yesterday that this would be taken up in due course, but the causes for the grievances and hardships of the working journalists

have long continued. My friend said that because they are vocal, the attention of the people has been drawn to it. My experience and understanding is that only recently they have been vocal. It is known in the newspaper world and also to those who have some knowledge of the newspaper world that working journalists, including even editors, have to depend on the mercy of their employers. There have been several cases, but I shall cite only one. In Bengal there is a gentleman who goes by my name. He is a dean of the Bengali journalists. He was dismissed from one paper. It has been his misfortune by dint of his pen, by dint of his brain, by dint of his writing to establish a paper, only to be dismissed from that paper.

I have suffered to a certain extent on account of this confusion with my name, because the little that I have been able to do in public life is often attributed to him, because he is more well-known. However, I do not grudge that. It has been the misfortune of this gentleman that he helps a newspaper to get itself established and after that is done, he has to leave that newspaper. Recently there was a case. I do not know the exact legal position, as I was in prison then, but I know the case. He was the editor of a Bengali daily published by the same Messrs. Bennett Coleman & Co. It was named 'Satyug'. The paper actually was established and it became popular because of him. But after this he had to leave this paper. Sir, in the *Leader* two sub-editors were served with one month's notice in 1952. Each of them had put in 20 years of service and they had no other means to fall back on. Sir, I have also heard of the case of the employees of the *Vishwamitra*, a Hindi daily, which is published in different States. As far as my information goes, the working journalists who were employed in those papers went up to the Supreme Court and there they obtained a verdict in their favour to the effect that they should be awarded compensation, but, because of a lacuna in this Act those unfortunate

people have not yet been able to get any benefit. I am not fully conversant with the details and therefore I would like to know whether my hon. friend, the Labour Minister, would be able to throw any light on this point. As regards the case of Messrs. Bennett Coleman & Co. which has been referred to here on more than one occasion. I do not like to take much time of the House. But there also, because the question was raised in Parliament, only an *ex-gratia* relief was granted to them. There also, Sir, the actual implementation took a lot of time and perhaps there was a question in Parliament asking my hon. friend to enquire into the matter and take it up with the company. In this way.....

SHRI V. V. GIRI: Even before it was referred to, I took action.

SHRI S. N. MAZUMDAR: Thank you, Sir. But still it is very necessary that the cases of these people should be taken up immediately. That is my argument, Sir.

Now, Sir, my hon. friend said yesterday—and he placed much emphasis on that argument—that actually the trade union movement does not depend on the strength of laws. Sir, no trade unionist will say "We depend simply on labour legislation." All trade unionists will depend mainly on the force of the trade union movement, on the force of the public opinion behind them and on the force of the justness of the cause. But still, Sir, they never say that labour legislation should be neglected or relegated to the background.

SHRI V. V. GIRI: I never said that.

SHRI S. N. MAZUMDAR: But I am just bringing out the implications of what you said. Maybe, your intention was not that, but when these words have been expressed, they are the public property now and very likely there may be many people who may try to put different interpretations. So I am pointing out to the

[Shri S. N. Mazumdar.] House the defect in the position which was taken up by my hon. friend, the Labour Minister.

SHRI V. V. GIRI: There is no question of any defect in the position. I have myself said that labour laws are necessary, but I said that if trade unions were started, they could get benefits to their workers even without labour laws.

SHRI S. N. MAZUMDAR: I need not quarrel with my friend on that point, because there is no dispute on the fact labour laws are necessary.

SHRI V. V. GIRI: Of course, I agree with it. So there need not be any further discussion on that point.

SHRI S. N. MAZUMDAR: I say, Sir, that labour laws have been in existence not because of the mercies of this Government, but because the trade union movement was sufficiently strong to exert influence and get legislative recognition for their demands through their fights.

Sir, in this connection I am tempted to enter into a discussion on another aspect of this question. This is occasioned by the reference which my hon. friend, the Labour Minister, made yesterday to the position taken by the representatives of the A.I.T.U.C., the H.M.S. and the I.N.T.U.C. in the Naini Tal Labour Conference. He said, Sir, that there he found to his surprise that the representatives of the A.I.T.U.C.—I am not speaking of any other organisation—who werej formerly opposed tooth and nail to compulsory adjudication now took up the position that adjudication should continue for some time. I submit, Sir, that that was not a full statement of the position taken by the representatives of the A.I.T.U.C. Sir, I shall refer him to the report of the proceedings of the Indian Labour Conference.

SHRI K. S. HEGDE (Madras): On a point of order, Sir. How does it relate to the discussion here?

SHRI S. N. MAZUMDAR: It relates to the discussion, Sir. because my hon. friend alleged that the representatives of the A.I.T.U.C. took up a certain stand in the Naini Tal Labour Conference.

SHRI V. V. GIRI: I refer my friend to the Memorandum submitted by the A.I.T.U.C.

SHRI S. N. MAZUMDAR: I have got that Memorandum and I have the speech of Mr. Dange here. If my hon. friend has not got a copy of that.....

SHRI V. V. GIRI: Sir, I do not know how these things relate to the discussion here.

SHRI S. N. MAZUMDAR: All right. I shall take them up later on. So, Sir, my position is that I agree that employees of all categories should try to come to agreements with their employers. They have tried all these methods. But this is not sufficient. We know the employers. We know how handicapped the employees are. We know how handicapped are those categories of employees who have entered into the field of trade union organisation only very recently. Among these categories of employees are included these friends who go by the name of working journalists. So I request my friend, the Labour Minister, not to leave them to the mercies of the employers and not to leave them simply to the resources of agreement. Sir, we shall certainly try to secure our demands by agreement and we shall try the method of voluntary conciliation. But if this method fails, we should provide for some other recourse, and that is to resort to the provisions of the Industrial Disputes Act. I therefore hope that the hon. the Labour Minister would see his way to accept my amendments which immediately extend the benefit of the Industrial Disputes Act to those categories of labour. I have spoken at some length on the question of working journalists.

Now, Sir, about the contract labour. The position taken up by the Government is that the system of casual

labour should be abolished as soon as possible. But they are taking a lot of time. I do not say that it can be done overnight. I do not say that if today this amendment is accepted, tomorrow everything will be all right. But if this amendment is accepted, then those helpless sections of the labourers who are under the contractors will have at least something to rely upon. They are organised but in many cases these people work in isolated groups under the contractors. Even if they are organised, they cannot make any headway because they cannot get any advantages from the Labour Acts, and if they resort to any action, the machinery of law and order is brought to bear against them. So, Sir, these people have suffered for long and they are suffering even now, and I therefore do not understand why in anticipation of a comprehensive measure which will be brought before this House in the near future, this little bit of benefit cannot be extended to them. With these words, Sir, I conclude.

SHRI M. MANJURAN: Mr. Chairman, my amendments are with regard to the definition given to 'lay-off'. I find that the definition is too wide to exclude anything. As was stated here and as could be found out from the report of the 13th Session of the Labour Standing Committee, the purport of this Bill is to avoid adjudication or litigation as far as possible and to bring under some rational scheme matters of dispute among employers and employees in regard to lay-off. But the scope of the definition of layoff here gives such a large field for litigation that first of all the definition itself does not conform to any logical definition of definition. It is stated that lay-off means:

"the failure, refusal or inability of an employer on account of shortage of coal, power or raw materials Or the accumulation of stocks or the breakdown of machinery or for any other reason to give employment to a workman....."

But, I think one word 'failure' would be the only necessary word. His 'refusal' cannot be a matter of lay-off; refusal is a matter which has to be decided in a court of law, whether he has got a right to refuse or not. Again, 'inability' is redundant, or is not required there at all except for the purpose of complicating the meaning. Then, Sir, 'accumulation of stocks'—I do not think this is a good reason for any lay-off, and accumulation of stocks is very difficult to find out. Any company maintains its accounts and its sales organisation in such a way that accumulation of stocks will be a very difficult matter for anyone to find out at any time, because stocks pass through a lot of people, and it is possible that at the last stage it is held up. There will be a lot of difficulty in producing evidence regardV ing accumulation of stocks unless it is in the factory itself. Do you mean accumulation of stocks in the factory or the premises? There are selling agents who are responsible for selling the stocks; the stocks need not be sold at all. What I mean is that it is better than creating complications to avoid that entirely from the scope of the definition so that "failure on account of shortage of coal, power or raw material and breakdown of machinery" should *come* within the definition.

Another thing given is 'or for any other reason'. I am at a loss to find the reason for importing this phrase here. 'For alny ottier reason'—who is to decide it? What is the method of finding out 'the other reason'—whether it is reasonable? Sir, as far as avoiding of litigation and the question of conciliation and litigation procedure in the matter of trade disputes is concerned, you are only importing further scope for all this and further complication. For all these, the definition should be strict avid should lay down only such things as you can find as possible causes for lay-off, but you have not done it. Any reason can be given; the whims and fancies of any employer can be given. I had the experience of hearing a great industrial magnate say that it is for

[Shri M. Manjuran.]
his pleasure and gain that he was running the industry. If that proposition were to be accepted, I should say that at any time an employer would like to say, "Well, I would like to have a lay-off in order to create scarcity of commodities by artificially restricting its production". It is possible that there is a lay-off on this score. You are not going to ward labourers off all this trouble. As this is going to be a law, a law under which the labourers are to be protected, let it be strict at least so that no litigation arises due to an interpretation of the different words employed in the definition. I am afraid this definition cannot be accepted except for the purpose of lawyers who want always to create further litigation

SHRI K. S. HEGDE: No, no; it is very unfair.

SHRI M. MANJURAN: I hope, Sir, you would accept my proposition and delete all unnecessary words from the definition and make it strict so as to read "lay-off means the failure of an employer on account of shortage of coal, power or raw materials or breakdown of machinery to give employment to a workman whose name is borne on the muster-rolls of his industrial establishment and who has not been retrenched".

KHWAJA INAIT ULLAH (Bihar): Sir, I had some amendments on this clause. It was a misfortune that I was absent. Could I move them now? I may be allowed to move those amendments.

MR. CHAIRMAN: That is not possible. If you want to say anything, say it in the discussion.

3 P.M. KHWAJA INAIT ULLAH:

خواجہ عنایت اللہ (بہار) :
جناب چیئرمین صاحب - اس کلاز
(clause) ۲ پر میں نے ایک

امندمٹ (amendment) دیا تھا کہ
دوپریسیڈنگ (preceding) کے پہلے
لفظ دہامیڈیٹلی (immediately)
نکال دیا جائے۔ مگر ماسٹر صاحب کی
اسپیچ (speech) نے میرے شک کو
دور کر دیا ہے کہونکہ انہوں نے کہا
ہے کہ دہامیڈیٹلی پریسیڈنگ (preceding)
کے
معنی بھی وہی ہوتے ہیں جو
پریسیڈنگ (preceding) سے نکل
سکتے ہیں - اس لئے مجھے اس ترمیم
پر زور دینے کی ضرورت نہیں ہے -

[MR. DEPUTY CHAIRMAN in the Chair.]

کنٹینوئوس سروس (continuous
Service) سے متعلق بھی میں نے
ایک امندمٹ پیش کیا تھا جس میں
"which is not illegal" اڑا دیے
کے لئے کہا تھا - مگر اس پر بھی
میں مطمئن ہو گیا ہوں - ماسٹر
صاحب کی تقریر کے بعد ایک چیز
مجھے لے آف (lay-off) کے متعلق
کہنی ہے - لے آف کی تعریف میں
جو معنی بتائے گئے ہیں یعنی
"refusal, inability of employer,
etc." مجھے اس کے متعلق یہ کہنا
ہے کہ یہ جتنی چیزیں بتائی گئی
ہیں کہ ان ان وجوہات پر لے آف
کیا جا سکتا ہے انہیں ایک کارخانے
کا مالک خود بخود بھی پیدا کر
سکتا ہے - اس میں شک نہیں
کہ ہر کارخانہ والا یہ نہیں چاہتا

اس کا کارخانہ بند ہو جائے یا اس کو مزدوروں کو بغیر کام کرائے ہوئے آدھی تلخوواہ دیلی پڑے مگر بعض لوگ ایسے بھی ہو سکتے ہیں۔ میں متناہوں کہ انکی تعداد شاید ۱۰ ہی فی صدی ہو۔ مگر تاہم اس کا شک ضرور ہے کہ ایسی چیز بھی ہو سکتی ہے کہ بعض مالک اپنے مزدوروں کو لے آف کرنے کے لئے ان چیزوں کے لئے جو اس کے لئے ضروری اقدار دی گئی ہیں بہانے تھوند لیں۔ اس لئے میں چاہتا ہوں کہ اس کے ساتھ ایک پروویزو (proviso) اور لگا دیا جاتا جس سے یہ صاف ظاہر ہو جاتا کہ ان ان چیزوں سے لے آف تو ہو سکتا ہے۔ مگر اگر گورنمنٹ کو یہ ثابت ہو جائے کہ یہ بہانے مل مالک نے جان بوجھ کر پیدا کئے ہیں۔ تو اس صورت میں مل مالک لے آف نہیں کر سکتا۔ اس لئے میں نے کہا ہے کہ اس لے آف کے کلاز کے بعد یہ بڑھا دیا جائے کہ

"Provided that the inabilities mentioned in this clause are not deliberately created by the employer or any of his agents."

یہ ایسی چیز ہے جس سے صاف ظاہر ہوتا ہے کہ ہمیں مل مالک کو لے آف کی اجازت دیلے میں بھی کوئی عذر نہیں ہے اور اس طرح مزدوروں کے حقوق کی حفاظت کرنے کی غرض سے قانون میں ایسا ہے: ویڈیون

لے آف سے میں نہیں سمجھتا ہوں کہ کسی ایماندار مل مالک کو نقصان ہوگا۔ ہاں کچھ تھوڑا سا فائدہ مزدوروں کو ضرور ہو جائے گا جسے حکومت بھی انہیں پہنچانا چاہتی ہے۔

میرا یہ ذاتی تجربہ ہے کہ اکثر ایسا ہوتا آیا ہے کہ بعض وقت جب مل مالک مزدوروں کی تلخوواہ ہڑت کرنا چاہتا ہے تو جیسا میں پہلے ہی کہہ چکا ہوں وہ کوئی نہ کوئی بہانہ تھوند نکالتا ہے۔ مثلاً کوئی نہیں مل رہا ہے، مشین کا کوئی پرزہ ٹوٹ گیا ہے جس کی وجہ سے کام بند ہو گیا۔ حالانکہ دھلی یا کلکتہ یا بمبئی سے اسے مل کا منیجر (manager) ایک دن میں جا کر لے آ سکتا ہے۔ میں سمجھتا ہوں کہ اگر ہمارے منسٹر صاحب کو معلوم ہو جائے کہ مزدوروں کو جان بوجھ کر لے آف کیا جاتا ہے تو وہ بھی اس قسم کی چیزوں کو کبھی پسند نہیں کریں گے۔ اس لئے اس قانون کو اپلی جگہ پر رکھ کر میں چاہتا ہوں کہ اس میں اتنے الفاظ اور بڑھا دیئے جائیں:

"Provided that the inabilities mentioned in this clause are not deliberately created by the employer or any of his agents."

(sub-clause) اسکے بعد سب کلاز

۴ کے سیکشن (۵۵) میں آپ نے

[Khwaja Inait Ullah.]

ریٹرنچمنٹ (retrenchment) کے

یعنی اگر کسی مزدور کو ریٹرنچمنٹ

کے وقت نکال دیا جائے گا تو یہی

سمجھا جائیگا کہ اس کو ریٹرنچ

کیا جا رہا ہے مگر—

"otherwise than as a punishment
inflicted by way of disciplinary action."

"Termination by the employer of the
service of a workman for any reason
whatsoever, otherwise than as a
punishment inflicted by way of disciplinary
action."

ان لفظوں پر بھی پرسوں میں

نے اپنے شکوک عرض کئے تھے اور مجھے

یقین ہے کہ جناب منسٹر صاحب

بھی اس چیز کو جانتے ہیں کہ وہ

مالک جس کے نیچے ایک ہزار یا

پانچ سو مزدور کام کر رہے ہیں اس

نے لئے کسی ایک خاص آدمی کے

خلاف جس کو وہ جان بوجھ کر نکالنا

چاہتا ہو کوئی ایسا مقدمہ بنا لینا

یا کوئی الزام لگا دینا جس سے وہ

اس کے خلاف ڈسپلنری ایکشن

(disciplinary action) لے سکے

بہت آسان کام ہے اور میں یہ بھی

مانتا ہوں کہ اگر واقعی اس نے کوئی

قصور کیا ہے تو اس قصور کی سزا

اسی حد تک ملنی چاہئے جتنا کہ

اس نے قصور کیا ہے - مثال کے طور

پر ایک مزدور ایک کارخانہ میں ۳۵

برس سے دو سو روپیہ مہینہ پر کام

کر رہا ہے - اس قانون کی رو سے

ریٹرنچمنٹ کے وقت اس کو ۱۵

مہینے کی تنخواہ یعنی تین ہزار

روپے ملنے والے ہیں - اور اگر اس سے

کوئی ایسا قصور ہو جانا ہے جس

کی وجہ سے اس پر ڈسپلنری ایکشن

(disciplinary action) لینا واقعی

میں صحیح ہے تو اس حالت میں

میں کہونگا کہ اس کے خلاف واجب

کارروائی کی جانی چاہئے - اگر اس

نے مشین توڑ دی ہے تو اس کا ہرجانہ

اسی سے لیا جائے - اگر اس نے چوری

کی ہے تو اس کو سزا دی جائے -

۶ مہینے وہ جیل بھی بھیجا جا

سکتا ہے - یہ سب باتیں اپنی جگہ

پر صحیح ہیں - مگر چونکہ اس نے

ایک ایسا قصور کر دیا ہے اس کے

عوض میں آپ جرمانہ کر سکتے تھے

اسے جیل بھیج سکتے تھے یا اس کو

موقوف کر سکتے تھے - یہاں تک تو

سب صحیح ہے - مگر تین ہزار

روپیہ ایک دم سے ہڑپ کر لینا جو صرف

اس کا نہیں بلکہ اس کے چھوٹے چھوٹے

بچوں کے ہوتے ہیں ان کے اور بیوی

کے گذراوقات کے لئے ہے یہ تو اس

مزدور کے اوپر نہایت ظلم ہوگا - میں

آپ کو یقین دلاتا ہوں کہ اس کلاز

کو رکھ دینے سے یہ مل مالک یا

کارخانہ والے جو پرانے لوگوں کو نکالنا

چاہیں گے جن کے لئے کہ ان کو تین

یا چار ہزار روپیہ دینا پڑیگا وہ ان

مزدوروں پر بہت سے الزام لگائیں گے

اور کہیں کہ تمہارے خلاف ڈسپلنری ایکشن لے کر تمہیں نکالا جا رہا ہے۔ اس لئے میں ان الفاظ کو مزدوروں کے لئے نہایت خطرناک سمجھتا ہوں۔ آپ نے مزدوروں کی بہبودی کے لئے جو قانون بنا کر ان کو بھوکا مرنے سے بچانے کے لئے بہترین کوشش کی ہے میں اسی کا واسطہ دے کر کہتا ہوں کہ ان الفاظ کو ہٹا دیجئے ورنہ آپ کا سب مطلب ختم ہو جائے گا اور آپ ان مزدوروں کو صحیح فائدہ نہیں پہنچا سکیں گے۔ جن کو کہ مل مالک اس لئے نکالنا چاہیں گے کہ ان کو ریٹریلج (retrench) کرنے کے بعد ان کے حصہ کا تین چار ہزار روپیہ نہ دینا پڑے۔ میں تو یہ کہوں گا کہ آپ بیشک ایسا کر دیجئے کہ اس کے جرمانے کو کاٹنے کے بعد اس کو واجب بونس (bonus) دیجئے اس سے پانچ سو روپیہ جرمانہ کاٹ لیجئے پھر بھی تین ہزار میں سے قفائی ہزار تو وہی جائیگا۔ اگر اس نے مشین کا پرزہ توڑ دیا ہے تو اس کی قیمت بونس میں سے کم کر دی جائے۔ یہ ایک انصاف کی بات ہے۔ میں یہ نہیں مان سکتا ہوں کہ اس کا سارا کا سارا بونس اس کی ۳۰ سال کی کمائی آپ صرف اس لئے کاٹ رہے ہیں کہ اس نے کچھ ایسا کام کیا ہے جس کی وجہ سے ڈسپلنری ایکشن لینا ضروری

ہو گیا ہے۔ اس لئے میں جناب منسٹر صاحب سے بہت ادب کے ساتھ درخواست کروں گا کہ اس بات پر غور کریں کہ جو اس نے ۳۰ سال محنت مزدوری کر کے کیا اور اب وہ بوڑھا ہو گیا ہے وہ کسی اور کام کو نہیں کر سکتا ہے اور بال بچوں کو پالنے کے لئے کوئی دوسرا انتظام نہیں کر سکتا ہے اگر اتفاق سے وہ کسی ٹریڈ یونین (trade union) کا سیکریٹری (Secretary) بن گیا اور اس نے اپنے جائز حقوق کا مطالبہ شروع کر دیا جس پر مل مالک نے کہا کہ اس کو بھی ریٹریلج کر دو تو مل کے مالک کو اس طرح کے بہت سے بہانے آسانی سے مل سکتے ہیں۔ میں نے اپنے ٹریڈ یونینسٹوں کو دیکھا ہے کہ کس طرح سے ان کو بہانے بنا کر نکل دیا جاتا ہے۔ ان پر الزام لگائے جاتے ہیں کہ وہ رات کو چوری کرنے آیا تھا مشین توڑنے آیا تھا۔ چوکیدار گواہ موجود ہے۔ ایک ساتھی مزدور بھی گواہ ہے۔ ممکن ہے گواہوں کو بعد میں کچھ ترقی بھی مل جائے۔ یہ بہت آسان بات ہے کسی کو کھدینا کہ تم نے ایسا قصور کر دیا ہے جس کی وجہ سے تمہارا ۳۰ برس کا بونس جو حکومت نے مزدوروں کے مہربان گری صاحب نے بڑی مہربانی سے دلانے کی کوشش کی ہے لاٹ دیا جائے گا۔

[Khwaja Inait Ullah.]

اس کے بعد آپ نے ایک کلاز (c)

لکھ دیا ہے -

"(c) termination of the service of a workman on the ground of continued ill-health."

یہ بات میری سمجھ میں نہیں آئی کہ یہ کلاز کیوں رکھا گیا ہے۔ پیٹ درد اور سر درد تو continued ill-health میں نہیں آئے گا۔ لیکن اس وقت جبکہ کوئی غریب مزدور کارخانے میں کام کرتے کرتے کسی لمبی بیماری کا شکار ہو گیا ہو اور وہ بھینچا ہوا ہاتھ کاٹتا ہوتا مشکل سے کام پر آ رہا ہے مگر کبھی کبھی سخت مجبوری یعنی زیادہ بیمار ہونے کی وجہ سے چھٹی مانگ لیتا ہے۔ ایسی حالت میں اس کو مالک کارخانہ نکال سکتا ہے اور اس کو گریجویٹی (gratuity) نہیں ملے گی.....

MR. DEPUTY CHAIRMAN: Mr. Inait Ullah, your amendments are not moved. So you cannot speak on your amendments.

KHWAJA INAIT ULLAH: I am speaking on the whole clause, out of which (c) is a part on which I am speaking. This is one of the parts on which I am speaking.

SHRI V. V. GIRI: At any rate it is interesting.

KHWAJA INAIT ULLAH:

خواجہ عنایت اللہ : میں عرض

کر رہا تھا کہ ایسا آدمی جو بہت

بیمار ہو گیا ہے اور اس لئے اس کو کارخانے والے نکالنا چاہتے ہیں اس کو تو بجائے ۱۵ دن کی گریجویٹی کے ایک مہینے کی گریجویٹی دیلی چاہئے۔ کیونکہ سب سے زیادہ اس کو ہی گریجویٹی کی ضرورت ہے۔ ایک جوان اور تندرست آدمی اگر نکالا جاتا ہے تو وہ دوسری جگہ نوکری کر لے گا۔ دو چار دن اس کو بیکار رہنا پڑے گا لیکن تھوڑے ہی دنوں کی تکلیف کے بعد کہیں نہ کہیں اسے نوکری مل ہی جائیگی۔ لیکن ایسے آدمی کو جو کہ بیماری کی وجہ سے کام کرنے کے لائق نہیں رہ گیا ہے اور جس نے کہ ۲۵ برس کام کر کے اپنے خون اور پسینے کو ایک کر کے کارخانہ دار کے خزانے کو بھر دیا ہے اس کے لئے آپ کہتے ہیں کہ اگر وہ نکالا جائیگا تو جو معاوضہ نوکری سے نکالنے کا یعنی فی سال پندرہ دن کی تنخواہ اس کو یہ قانون دلا سکتا ہے نہیں ملے گا۔ یا تو یہ کلاز میری سمجھ میں نہیں آئی یا آئریبل مینسٹر صاحب نے اس پر خوب غور نہیں کیا ہے۔ ایسے آدمی کے لئے تو آپ کو چاہئے تھا کہ گریجویٹی جو اور تمام لوگوں کو دلا رہے ہیں اس سے کچھ زیادہ دلائیں لیکن آپ الٹے اس کو اس لئے نکالتے ہیں کہ وہ بیمار رہتا ہے کہ کہیں کارخانے ہی میں نہ مر جائے اور اچھا ہو کہ باہر گلی میں مرے اس لئے اس کو نکالتے

ہیں - اور پھر گریجویٹی بھی نہیں
دینا چاہتے - میں آپریل منسٹر
صاحب سے درخواست کروں گا کہ وہ
اس کلاز کی طرف خاص توجہ دیں -

SHRI H. P. SAKSENA (Uttar Pradesh) :
May I submit that gratuity on retrenchment is
not forfeited? He will get the gratuity even
after having been retrenched. So all these re-
marks are beside the point.

MR. DEPUTY CHAIRMAN: But probably
he wants clarification.

KHWAJA INAIT ULLAH:

خواجہ عنایت اللہ : ہمارے بزرگ

نے شاید سمجھا نہیں -

"Retrenchment" means so and so, but
does not include—

(a) voluntary retirement of the
workman; or

(b) retirement of the workman on
reaching the age of superannuation, etc.;

(c) termination of the service of a
workman on the ground of ill-health."

ن لفظوں کے معنی میں نے جو
سمجھا ہے وہ اگر غلط ہے اور ہمارے
بزرگ نے جو سمجھا ہے وہی صحیح
ہے تو مجھے بڑی خوشی ہوگی - اگر
آپ ایسے آدمی کو نوکری سے برطرفی
کا معاوضہ دینے کو تیار ہیں تو پھر
مجھے کچھ نہیں کہنا ہے - لیکن
جیسا ابھی آپ نے فرمایا ہے اس کو
ہی منسٹر صاحب فرماویں کہ ان کو
گریجویٹی دی جائیگی تو مہم مان
لوں گا - شاید آپ نے الفاظ
"does not include" کو نہیں پڑھا -

SHRI M. MANJURAN: Does the hon.
Minister give the assurance?

KHWAJA INAIT ULLAH:

خواجہ عنایت اللہ : ان سب

چیزوں کو لیتے ہوئے آپ نے بعد میں

کہا ہے کہ اس کو کیا کیا ملے گا -

یعنی اس کو یہ چیزیں ملیں گی :

"(rr) wages

(i) allowances

(ii) the value of any housing
accommodation, etc., etc.

(iii) any travelling concession but does
not include:

(a) any bonus;

(b) any contribution paid or
payable by the employer to any
pension fund or provident fund or for
the benefit of the workman under any
law for the time being in force;

(c) any gratuity payable on the
termination of his service."

میں کہنا چاہتا ہوں کہ اگر اس
نے نوکری شروع کرنے کے وقت یہ
معاہدہ کر لیا ہے کہ جب نوکری سے
نکالا جائے گا تو ہر سال کی تنخواہ پر
اتنی گریجویٹی مالک کو دینی پڑے
گی اور اس معاہدہ پر مل مالک نے
اور مزدور نے دستخط کئے ہیں - تو
اس نلاز کے بعد آپ اس کو کہیں گے
کہ تم کو وہ معاہدہ والی گریجویٹی
نہیں ملے گی - اس لئے میں کہنا
چاہتا ہوں کہ اس کے آگے یعنی (c)
میں یہ بڑھا دیا جائے —

"which is not included in his contract of
service."

[Khawaja Inait Ullah.]

یعنی اگر نوکری کرتے وقت اس نے
گریجویٹی کے لئے کوئی معاہدہ کر لیا
ہے تو وہ ملیگی - آپ نے لکھا ہے
کہ—

"does not include—

'any gratuity payable on the termination
of his service'."

لیکن اگر اس نے نوکری کرتے وقت
کوئی معاہدہ کیا ہے کہ نوکری کے
ختم ہونے پر یہ گریجویٹی دینی
پڑیگی اور اس معاہدہ پر مل مالک
نے اور نوکر نے دستخط کر رکھے ہیں
تو وہ اسے ملنی چاہئے اور اس کلاز
میں شامل نہیں ہونی چاہئے -
"any gratuity" کے بعد یہ لکھا
اور صاف کرنا ضروری ہے کہ

"except which is not included in his
contract of service."

ان الفاظ کے بعد میں آنریبل
منسٹر صاحب سے درخواست کروں گا
کہ اگرچہ وقت پر نہ ہونے کی وجہ
سے میں اپنی ترمیم پیش نہیں
کر سکا اور مجھے اپنے اململٹس
ملظور کرانے کا کوئی خاص خیال بھی
نہیں ہے کیونکہ میں چاہتا ہوں کہ
جو اچھا کام ہو وہ آنریبل منسٹر
صاحب کے ہی ہاتھوں ہو - وہ خود
ہی اس طرح کے اململٹس لائوں
یا اس کا یقین دلا دیں کہ جو دقتیں
میں نے ان کے سامنے پیش کی ہیں
ان کو وہ جہاں تک ہو سکے گا قانون

بنا کر دور کرینگے تو مجھے کوئی عذر
نہیں ہے -

[For English translation, see Appendix VI,
Annexure No. 80.]

SHRI S. P. DAVE: I will just make a few
observations in support of my amendments
Nos. 3 and 5 which I have brought forward
purely for the purpose of removing certain
doubts.

The wage periods and the average pay have
been mentioned in clause 2. In clause
2(i)(aa), while denning average pay, they
enumerate **the** monthly paid workman, the
weekly paid workman and also the daily paid
workman. These three categories have been
mentioned. But from my knowledge and
experience in the centre in which I work and
also in the neighbouring centres, there is a
wage period of two weeks and this does not
figure here in the Bill. I know the intention of
this legislation is to cover everybody and I do
not want the relevant section to have any
lacuna and that is why I wanted to add a sub-
clause, just to clear the matter, by adding:

"(iv) in the case of workman not covered
by any of the categories above, in the four
complete wage periods,"

Amendments Nos. 3 and 5 are connected and
one is consequential to **the** other. The wage
period may be twelve working days or two
weeks. So I have put in the average pay to be
the average of the four completed wage
periods. They will have to take into
consideration the wage during the last four
completed wage periods when calculating the
average pay. I do not want to dilate on this
matter any further. The more I press my
amendment, the more the hon. Minister will
try to satisfy me that I have no cause for
anxiety. My amendment does not confer any
substantial right on the worker. It seeks to
avoid a lacuna.

If I am permitted, I would like to make a few remarks on the amendments moved by my hon. friend Khwaja Inait Ullah. I am afraid those amendments are not in the interest of the worker himself. The words are "otherwise than as a punishment inflicted by way of disciplinary action". The man may be discharged for misconduct and in that case he certainly is not a retrenched person. Such a person can raise the dispute and go to the tribunal saying that he has been victimised, that he was wrongfully dismissed and he can claim any amount he wants by way of penalty from the employer for the wrong done to him by the employer. Therefore, he certainly is not a retrenched person. He is a person to whom some wrong has been done by the employer. The employer can be taken to the tribunal and asked why the man has been wrongfully dismissed and why he has been victimised and he has to explain his conduct. Therefore, while dealing with the subject of retrenchment, such a man has to be out of it. Therefore I am rather surprised that my hon. friend should have moved such an amendment at all.

Regarding the other amendment that he has moved, asking for the deletion of the words "termination of the service of a workman on the ground of continued ill-health", I beg to submit that my hon. friend perhaps forgets that this so-called gratuity is not gratuity but merely compensation for retrenchment, though the method of calculation is the same as that adopted for calculating gratuity. But it is not really gratuity. Gratuity is a benefit which is other than this benefit. This piece of legislation has nothing to do with the conferring of a gratuity. There is the system of paying gratuity in certain industries and there is no such system in certain other industries. There is no general legislation on the subject by the Government of India. It is yet to be evolved. In certain centres it has been done by agreement or convention and in certain others it has been

done due to the generosity of the employers and in certain others the trade unions have come to some sort of agreement. But at present, except in the case of Government employees we cannot say that there is any legislation for payment of gratuity. It is a thing yet to come. The hon. Mr. Inait Ullah and myself and others will have to make efforts in order to bring about such a legislation. So now, he should not confuse the two things here, because this is a matter where something else is contemplated.

Sir, I have nothing more to add except to make the request for an assurance that whatever the wage period be, that period will be taken into account for the purpose of calculating the average pay. That point may please be clarified.

SHRI K. S. HEGDE: Sir, I had no desire to intervene in this debate but I have to point out certain grave legislative irregularities which I see in this measure as it has been drafted. If these mistakes are not rectified, they are likely to lead to very grave legal consequences.

SHRI S. N. DWIVEDI (Orissa): Yes, more work for the lawyers.

SHRI K. S. HEGDE: Before I come to those points, I shall try to deal with the fears expressed by my hon. friend, Mr. Manjuran, when he was considering the definition of "lay-off" in clause 2 (iii) (kkk).

He read out the several clauses under which the lay-off can be considered and further said that there is a clause "or for any other reason" or probably, to express it in legal language, "for any other similar reason", but generally, Sir, you are well aware that the word "similar" has been found to be a legislative superfluity. The courts have held that even without using the expression "similar" it will be found always as similar reason. It is only to provide for other cogent ones which are related to or which are in any way connected with the reasons that have been already stated.

[Shri K. S. Hegde.] earlier. As such, I do not think there could be any danger in so far as that clause is concerned. Of course, my learned friend Mr. Manjuran, had a dig at the lawyers but his forensic ability was such that I myself was mistaking him to be a lawyer, but had he been a lawyer this mistake would not have arisen. There is nothing sinful in being a lawyer.

SHRI M. MANJURAN: I beg to point out that this is a matter which no legislation has so far covered and the courts cannot be entirely relied on, however much the hon. Mr. Hegde would like to convince me. In law he may not be aware of the twists that are generally given to these matters. On one side you have got industrialists with great legal abilities while on the other side there are poor workers. That is the whole difficulty.

SHRI K. S. HEGDE: Though I do not claim to know as much of labour legislation as my hon. friend, Mr. Manjuran, knows, I certainly claim to know more about legislative matters than my hon. friend on the other side. I could tell him for his satisfaction that this word is found not merely in labour legislations but in others as well and it has been interpreted more than once by the highest courts.

SHRI M. MANJURAN: My hon. friend does not understand the extent to which "similar reasons" could "be stretched. That is the difficulty of industrial disputes. He understands legislative measures but he should understand industrial legislation also. The point here is that we are concerned with industrial legislation.

SHRI K. S. HEGDE: I will have to leave my hon. friend alone. I am in a field with which he probably is not familiar or he is in a field with which I am not familiar.

Now, I come to the more important thing, viz., the definition in (00) of retrenchment in clause (00). An amendment has been moved by my hon. friend, Mr. Parikh, on that. Of course, the hon. Mr. Parikh is always

the guardian angel of the employer class but I am not interested in that. I am only interested in the legal aspect thereof. The amendment, so far as retrenchment is concerned is, "retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include, etc., etc." In the parent Act, 'employer' has nowhere been defined. Actually it is not a definition but an inclusive clause. Sir, you will find in section 2(g) that employer means, in relation to an industry, carried on by, or under the authority of any department of the Central Government or a State Government, the authority prescribed in this behalf, or where no authority is prescribed, the head of the department, and in relation to an industry carried on by or on behalf of, a local authority, the chief executive officer of that authority. That is all that the definition comes to. So, we have no definition as such of the word "employer" but it is a well-known expression. When we come to the word "employer" it is a legal personality or an individual personality and the relationship is one of a contract between the employer and the employed. It is a personal contract. Now, suppose A engages B. If A dies, the contract is broken in the eye of the law. Supposing A transfers his concern to C, the contract is again broken in the eye of the law. This aspect has not been borne in mind by the drafting department at the time of drafting.

I shall further explain the matter. Now, what is provided is, in the case of any retrenchment, compensation will have to be given. Now, I visualise an individual who has employed 500 labourers. A has employed 500 labourers. He dies and his son B takes up the management. So far as the contract between A and the 500 labourers is concerned, it is terminated in the eye of the law. It is a process of law. But when B takes it up he actually comes into the contract of A with the 500 labourers. It is the

desire of the Government that A's estate should pay compensation for the mere fact that he dies and his son has taken up the ownership of the concern? Let me illustrate my position by giving another illustration. A transfers his concern to C and in that concern A had engaged 500 labourers. The moment he transfers the concern, the contract between him and the labourers in the eye of the law is terminated. Now, is it the desire of Government that A, who has transferred the concern to C—and C is the man who employs these people—must pay compensation because he has terminated the services of the 500 labourers? This point has been entirely overlooked. I do not mean to say that it has been put, but it is an omission which ought to have normally come to the notice of the legal department. In fact, if you kindly peruse the parent Act—wherever necessary they themselves had done it—under section 18 you will find, "A settlement arrived at in the course of conciliation proceedings under this Act or an award which has become enforceable shall be binding.....(c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates:". From this, two things are clear. One is that in the Act when the word "employer" is used, it is not used in the sense "and including successors, heirs and assigns". That is one thing. The second thing is that, as you know Sir, normally a word is interpreted in the same meaning throughout the Act unless it is otherwise indicated. Now, apart from that, whenever that was relevant in the main clause they themselves had so defined or explained. If there was not the same explanation for the word "employer", when we come to the present definition, the legal mischief would be one of very great consequence. As such, this is not one which the hon. Minister could reject lightly and merely for the reason of convenience or the inconvenience of again going to the House. In fact, I tried to persuade the hon. Minister

to accept this point of view, and to consider what exactly the word "employer" meant. Somehow, administrative exigencies are so great that oftentimes a blind eye is turned to the legal requirements and thereby trouble is created. On an earlier occasion also, Sir, I made my complaints in this respect when I invited your attention to how exactly we were not giving the necessary consideration to the drafting side. I do appreciate that there is a great deal of difficulty in drafting. Drafting is a very difficult art. It is very easy to criticise, and for us to break it down, but building up is extremely difficult. And drafting is a difficult job. We must have very good draftsmen for that purpose. In fact, in that connection, I have invited your attention earlier and pointed out how things are being done in England where they do it in pairs. At that time, I requested the hon. the Law Minister to consider, when introducing a Bill in one House or the other, whether he could not have a small committee which could scrutinise so far as the drafting side was concerned. Somehow all these things have not been given due attention and probably that is the reason why we are getting a number of decisions which we ought not otherwise to get. It is in no way complimentary to the House; it is in no way complimentary to the Government to take the legislative measures in the manner in which they have been taken and I do not think it is too late to correct the mischief and unless the mischief is corrected it is likely to have very grave consequences which is not desired by the Government. This is purely a drafting mistake. So, I again request the hon. Minister to consider whether he could not accept some amendments to improve upon the section.

MR. DEPUTY CHAIRMAN: Mr. Hegde, "retrenchment" has got a particular meaning here. Where is the question of compensation unless some loss occurs either to the employer or to the employee?

SHRI K. S. HEGDE: Sir, may I explain the position? "Retrenchment" means the termination by an employer of the services of his workman.

MR. DEPUTY CHAIRMAN: That is true, but unless the new employer does some overt act which puts the employee to some loss, where is the question of compensation? The courts in India are courts of justice and equity also.

SHRI K. S. HEGDE: But the court in India is also the court of law. Oftentimes 'equity' may not be a question of consideration. Let us have a plain interpretation of the question of "termination". The word here used is "retrenchment" and retrenchment means the termination by the employer of the services of the employee.

MR. DEPUTY CHAIRMAN: There is technical 'termination' according to you, but does it put the employee to any loss by mere transfer? Unless as a result of that transfer the employer does some overt act and puts the employee to some loss, there is no question of compensation. The courts will look at it from the point of view of "equity" also.

SHRI K. S. HEGDE: There is the course of "equity" and there is the course of "law" as well. "Equity" comes when there is absolutely no ambiguity. In fact, Maxwell and other writers of text-books have explained it. What is in the mind of the hon. Minister is no concern of ours. We are concerned with what exactly the law means in respect of a term in a given context. The word employed here is "retrenchment" and "retrenchment" means termination of service. I am asking that straight question of every one of my lawyer friends. There is a termination of service. I do not think there can be two opinions so far as that aspect is concerned. If it is left as it is the courts may give it a different meaning. Why leave it to the courts to interpret it in a different manner? Why leave it to the charge of an individual

judge who may say, "I go by the words in the statute."

MR. DEPUTY CHAIRMAN: Where does the question of compensation come in then?

SHRI K. S. HEGDE: It becomes "retrenchment"

MR. DEPUTY CHAIRMAN: Unless he is thrown out of job.....

SHRI K. S. HEGDE: "Retrenchment" means termination of service whether it is for three days or for three months.

MR. DEPUTY CHAIRMAN: Do you mean to say immediately an heir steps into the shoes of his father

SHRI K. S. HEGDE: Here there is another employment for him. Let me take an example.....

SHRI B. K. MUKERJEE (Uttar Pradesh): Does this termination involve unemployment?

SHRI K. S. HEGDE: Not necessary at all. Termination need not require unemployment at all. I will further illustrate the point. Supposing a man transfers his business to another person and four days elapse before the next person takes up the work. During those four days' who is the person who has to pay the lay-off?

SHRI V. V. GIRI: It will be arranged between the parties.

MR. DEPUTY CHAIRMAN: There is nowhere lay-off at all, for the factory continues to work and the employees are doing work.

SHRI K. S. HEGDE: What we should consider is the legal relationship between the employer and the employee.

MR. DEPUTY CHAIRMAN: Unless the new employer chooses to deny his responsibility to pay the wages for these four days the question of compensation does not arise.

SHRI K. S. HEGDE: I am raising the issue as to who of the two is legally liable to pay. On whom does the Government want to put the legal responsibility for paying it? Let us be clear about our idea, Is it the employer who transferred it or is it the person who took it over?

SHRI H. P. SAXENA: One of the two.

SHRI K. S. HEGDE: Which of the two?

SHRI V. V. GIRI: It is for themselves to decide.

SHRI K. S. HEGDE: It must be only one.

SHRI V. V. GIRI: It will be only one, but it will be decided between themselves.

SHRI K. S. HEGDE: When we are placing a legislative measure on the floor of this House, why should the question be left to the decision of one or the other of the employers?

SHRI V. V. GIRI: We are creating more confusion by insisting on a definition regarding this.

SHRI K. S. HEGDE: It is a question of whose legal liability it is.

MR. DEPUTY CHAIRMAN: Under the Company Law, the company is legally liable to pay its employees.

SHRI K. S. HEGDE: It is only when the question of "company" arises— and a company must come within the definition of "company." In many of these cases they may not be companies at all. If it is a company there will be no difficulty. It is only in the case of an individual or a group of individuals in partnership that there will be difficulty.

MR. DEPUTY CHAIRMAN: In the case of partnership the other partners will be responsible. The partnership does not cease.

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SHRI K. S. HEGDE: If it is a company there will be no difficulty at all. The difficulty arises when he is an individual or when it is a proprietary concern. Now, here we are providing for all concerns—not for any single concern but for all concerns.

MR. DEPUTY CHAIRMAN: Does not the heir take subject to all the liabilities that his predecessor had contracted?

SHRI K. S. HEGDE: My point is, on the transfer of the concern or on the death of the owner thereof, in the eye of the law is there a termination or not? That is the point that arises for consideration. Is it termination by the employer or not? That question should be answered and that can be answered in only one way, *i.e.*, in the affirmative. To the extent that I have been able to comprehend law I cannot come to any other conclusion except the conclusion that in the eye of the law there is termination of service. In fact, I may go a step further and say that in the case of individual leases also, the moment the lessee dies there is a termination of the lease because it is a matter of individual contract between two persons and on the death of any one of them there is a termination of the contract. That being so there is automatic retrenchment here but according to the.....

MR. DEPUTY CHAIRMAN: In the case of the lessee that you referred to, whoever is in occupation is bound to pay the rent by way of damages. He will only hold on till a fresh contract is entered into.

SHRI K. S. HEGDE: He cannot hold on for nothing paying all this. There will be a number of legal consequences. What we are now concerned with in this Bill is that the word 'retrenchment' is used and an explanation is given that whenever there is a termination there is retrenchment. I am saying what exactly are the loopholes in it and what will be the difficulties in actual practice. We are

[Shri K. S. Hegde.] unnecessarily creating some difficulties in a matter concerning a large number of persons. A number of people, as usual, die as well as are born. Why are we creating these difficulties when we can easily correct the whole thing by merely adding on to the Explanation a definition like this? Transfer of an industry *inter vivos* or by operation of law does not mean termination of service. That would set at rest all difficulties that might crop up otherwise. That is all that I am placing before the House. That is all I am asking the hon. Minis-tei to accept.

SHRI V. V. GIRI: What I feel, Sir, is that it may be left to the parties to agree. That is the type of approach that I like in this regard and that is a desirable approach.

SHRI C. P. PARIKH: Mr. Deputy Chairman, Sir, I have moved the amendment which is before you but I am agreeable to accept the alternative amendment to it which the hon. Mr. Hegde has proposed.

Now, Sir, before going to my amendment, I must say something on some other amendments about lay-off and retrenchment. Lay-off is specially mentioned "for any other reason." Therefore it is very clear to me that, whatever may be the reason, lay-off and retrenchment compensation has to be paid and when the employer thinks that the lay-off compensation is too much for him then naturally he will be resorting to the course of "termination of service". Therefore the employee in any case gets lay-off and retrenchment benefits.

Now, Sir, it is also argued that this is a matter which the employers can twist in their own way or can take advantage of. That is not possible. All matters of lay-off and the definition of "retrenchment" are matters of industrial disputes. Therefore whenever any employer lays off or retrenches any employee arbitrarily, I think that the industrial court will

give its award and for the period that he is laid off or for the period he is retrenched full pay has been awarded and those decisions are existing. On that ground, therefore, there can be no difficulty.

Now, Sir, I think also that the definition of "retrenchment" is unfortunately worded. The word "retrenchment" which has been occurring till now has meant the retrenchment of a partial number of men. Suppose a factory has employed 2,000 persons and 100 are to be letrenched, it is called "retrenchment". "Retrenchment" means reduction.

This Bill specially applies to retrenchment by closure. We have already agreements existing with labour. In order that retrenchment benefits are given to them, this clause comes in. Now, what will be the quantum of benefit? Otherwise no employer has any grievance so far as reduction means reduction of worker. But the question arises about retrenchment by closure and closure may be on so many grounds. I will just now point out the grounds for lay-off. The reasons include fire, earthquake, lightning—all acts of nature, in fact. There are so many concerns which have been reduced to ashes by fire and they have started after two years on the same ground. And what will happen according to this Bill? Lay-off will have to be paid, but the concern will not be able to pay for a number of months. Therefore, retrenchment compensation will have to be given and what will be the retrenchment compensation? The factories that are existing in India are valued at about Rs. 1,000 crores in my opinion. It is a rough estimate that I am giving. If these factories have to retrench their labour on account of fire accidents, they will have to be insured for Rs. 500 crores or more and they will have to pay premium for such insurance to the insurance companies. Every company, when this Bill becomes law, will have to insure its property against compensation charges to labour which will amount to about Rs. 500 crores.

and the annual premium that will become payable by these companies will amount to Rs. 2½ crores. This is the position. As I pointed out in my speech on the first reading of the Bill, this burden will also fall on the consumers. If consumers are willing to bear the burden. I have no grievance.

AN HON. MEMBER: Now the consumer is coming in.

SHRI C. P. PARIKH: Yes, the consumer is coming in. And see what the Planning Commission has got to say. They are themselves apprehensive. The Planning Commission is not convinced that the present labour policy of the Central and State Governments is in the best interests of "the country from the point of view of its effect on industrial costs and employment. A preliminary examination of this matter has been entrusted to a committee of Central Government Secretaries which will report its findings and recommendations to the Cabinet and the Planning Commission.

SHRI V. V. GIRI: I want to make the position clear about that matter. The gentleman who is supposed to be the author of it, Mr. V. T. Krishnamachari, told me that it was a confidential document. It was not his final view or anything of that sort. It was only a provisional paper for discussion internally. He wanted that that position might be made clear. I do not therefore think it desirable that you should refer to that.

SHRI C. P. PARIKH: It is the general opinion held by many people including some members of the Planning Commission. In the Planning Commission there are three Cabinet Ministers who hold certain views; and what is more, the apprehension of the Planning Commission

SHRI V. V. GIRI: You seem to know more about the Cabinet than myself.

SHRI C. P. PARIKH: There is a general consensus of opinion like that. It is commonly felt that owing to

welfare legislation the labour costs have increased without any corresponding increases—rather decreases—in output and that the diversion of surplus labour in some fields into useful directions has become impossible.

SHRI S. N. DWIVEDI: Is it a confidential document he is referring to?

SHRI C. P. PARIKH: It is a section of opinion—whoever may be holding it—that is existing. Now, Sir, with that I have no quarrel. First of all, a large section of the employers think that there should be no retrenchment, there should be no lay-off and that no man should be thrown out. I consider that policy has been accepted by the Planning Commission and we employers as a class have agreed with that policy. What is here is retrenchment for closure. A mill may be scrapped; a factory may be scrapped. All this will mean closure no doubt. There might be retrenchment on account of closure of shifts. Regarding all these we have no grievance. The whole question is about the quantum. Will it be borne by the consumers? It is for those people who govern the country to take this into consideration. As I said, a section of opinion in the country is apprehending that this can be remedied not by increasing the production cost of industry or the remuneration to labour but by rationalising both industry as well as labour. Our whole object is to reduce cost and not to increase it. Industry which has been carried on under the present method ;—should not be allowed to be conducted in the same way. Instead of making these changes, the Government should first see that the weaker units of the industry which are not behaving properly are brought under control in order that the prices may come down. I have no sympathy whatsoever with those industries which are not run efficiently or competently. I made it very clear in my first speech. I hold the view that there are measures which may still be adopted whereby industry can be rationalised. This is not the place to discuss them and

[Shri C. P. Parikh.] whenever the occasion arises, I will refer to them. But there are many measures by which the industry can be run in such a manner that the cost of production will become lower. Of course the Company Law is there—the new one—but that also is not going far enough. You must have such a provision that nobody can raise a finger against it. I am in entire agreement if you have such a measure because the costs to the consumer, to the management and to the shareholders should be reduced. If that is done the labour cost can be brought down. We can appeal to them that they should work for the interests of the country. All these—industrial employment and industrial benefits as a result of labour legislation—increase the costs of production and result in higher cost of living. High cost of living has to be reduced by all means—by controlling industrialists, by controlling management and by controlling labour also—and I think everyone will co-operate in that matter. Our main object is to reduce the cost of living and then automatically the standard of living will increase. This is with regard to the amendments which have been moved by other members.

With regard to my amendment, I think it has been amply explained by the hon. Mr. K. S. Hegde and I would not enter into any detailed explanation about it. But it is very clear that when any concern has to be changed, has to be transferred, the contract which is existing between the employer and the employee and which is personal, cannot be transferred. It is a personal covenant. You cannot transfer the services of any of the employees when the employer sells the concern. It is the employee's own option whether to serve under the new employer or not. That is my object in moving this amendment. The employee can refuse to be a party to the new agreement. Suppose employer A sells his concern to B; at the time of the transfer my service under A is terminated. That is very clear. Sup-

pose I have a motor car and a driver. I am selling my motor car, but my driver is not bound to serve the man to whom I sell my car. In the same way the contract which exists between the employer and the employees is a personal one. It cannot be transferred at the will of the employer. The employees have the option. Under this Bill, retrenchment compensation has to be paid even though they have not suffered any loss. The moment I sell my concern their services with me are (automatically terminated. Suppose on the 31st January I sell my concern and the change takes place on the first February. The services of my employees may be renewed with the new employer, but their services with me are automatically terminated.

That is the law, Sir. And whatever may be the equity, the courts of law have got to say that. But this is the law as it exists. Equity comes in when the interpretation is in doubt. Here, the interpretation is as clear as daylight. I have consulted many legal experts; and they too felt that this is a lacuna in the Bill.

MIR. DEPUTY CHAIRMAN: Mr. Parikh, I would like to bring to your notice section 88 (2) of the Companies Act. It says:

"All contracts made according to this section shall be effectual in law and shall bind the company and its heirs and successors and all other parties thereto, their heirs or legal representatives as the case may be".

SHRI C. P. PARIKH: Sir, that is only for sale of goods. It is not with regard to service. No contract is existing like that in the statute book.....

MR. DEPUTY CHAIRMAN: Again, in the Partnership Act: "By any partner refusing to be a partner of the firm, the partnership does not cease....."

SHRI C. P. PARIKH: But what about the relation between the employers and the employees?

MR. DEPUTY CHAIRMAN: Supposing there are three partners, one partner refuses to be there, and the remaining two partners take on all the liability.....

SHRI C. P. PARIKH: Sir, I have sufficient knowledge of it—of the several partners in a company—if one goes out, the others take the liability. I shall endeavour to make the whole thing clear, if necessary. There is an employee serving under me and if I sell my concern or my goods to another person, the employee is not bound, under any law, to serve the other employer.

MR. DEPUTY CHAIRMAN: Even under the Contract Act?

- SHRI C. P. PARIKH: Yes, even under the Contract Act. The employees are not general goods which can be transferred at will.

MR. DEPUTY CHAIRMAN: The hon. Minister can also study this question.

SHRI C. P. PARIKH: My only submission is that this confusion should be removed; this ambiguity should not be there. And it should be removed with all the boldness and with all the frankness at our command. It is no use making litigation where litigation can be avoided. This is not a small matter; we are going to the law courts. Every month about 50 concerns are changing hands, small and big. And you will put an estoppel to any transfer of concerns in this matter.

My hon. friend, Mr. Hegde, was talking about the companies. I beg to differ from him even though he is a lawyer. Suppose company 'A' is selling certain goods to company 'B'; the services of employees of company 'A' cannot be transferred to company 'B'. I may say that services are all personal; the employees cannot be transferred in law; the Constitution does not allow it. The man concerned must agree to the transfer. I think,

therefore, that the whole point is this. Could anybody give any instance to compel a man to serve anybody? It is the human right of a human being; that right cannot be taken away by the Constitution; it is a personal covenant which cannot be denied by any law. The covenant between 'A' and 'B' is not binding upon the employees of 'A'.....

Mfc. DEPUTY CHAIRMAN: What do you say for section 88 of the Companies Act?

SHRI C. P. PARIKH: There is no law which will bind.....

MR. DEPUTY CHAIRMAN: I will read out the section:

"Contracts on behalf of the company will be made as follows:—

(1)(i) any contract which, if made between private persons, would be by law required to be in writing signed by the parties to be charged therewith, may be made on behalf of the company in writing signed by any person coming under its authority, express or implied, and may in the same manner be varied or discharged;

(ii) Any contract which, if made between private persons by law, be varied although made by parole only and not reduced into writing may be made by parole on behalf of the company by any person coming under its authority, express or implied, and may in the same manner be varied or discharged;

(2) All contracts made according to this section shall be effectual in law and shall bind the company and its successors and all other parties thereto, their heirs or legal representatives, as the case may be.

SHRI C. P. PARIKH: But what is the definition of 'contract'?

AN HON. MEMBER: All establishments are not covered by Company Law.

SHRI C. P. PARIKH: I think it is clear that nobody has the right and the Constitution is not giving the right to transfer the services of any man to another man. It is absolutely clear. Even under the Contract Act, transfer of services is not contemplated. I may quote an example. I am employing fifty servants; can I ask my servants to work under any other man? They may refuse

Mto. DEPUTY CHAIRMAN: It is not the individual person that is meant. It is the legal person that the company represents.

SHRI C. P. PARIKH: A company is a body of shareholders. It gives the managing agents a right to manage the company. It does not mean that the employers can make an arrangement without consulting the employees. Even if they do so, the employees are not bound by it. No service can be transferred; this human right cannot be transferred. I agree if the employee goes of his own free will. Then, he cannot claim compensation. Then it becomes.....

MR. DEPUTY CHAIRMAN: Yes, he cannot claim compensation; it becomes voluntary retirement.

SHRI C. P. PARIKH: The position should be made more clear. I am having a company today. The services of the employees with me are terminated on my transfer of the company to another person. And, it is for the employee to elect whether to serve under him or not. It is only in communist Russia that you can do like that. Our Constitution is opposed to that; the human rights are not taken away by it. We are not living in Russia. Democratic rights cannot compel any employee to serve under any other man unless the employees are themselves agreeable to the transfer. What is a contract? It is a consent. Please read the definition of the Indian Contracts Act

where contract means 'both parties being willing'.

MR. DEPUTY CHAIRMAN: Under section 88 (2) of the Indian Companies Act, the firm 'B' is bound by law; it is a liability.

SHRI C. P. PARIKH: It is a liability for the arrears that exist, but no liability to take over a man. Nobody has a right to ask a person to serve another; all contracts are by consent, oral or written, unless you say that the consent of the employee shall¹ have to be taken if he is to serve an other employer. That is the fundamental thing I am meaning.....

MR. DEPUTY CHAIRMAN: I want to know from you whether 'A' company ceases to be company 'A' simply because it changes hands.

SHRI C. P. PARIKH: It goes into liquidation.

MR. DEPUTY CHAIRMAN: If it goes into liquidation, then the liquidator is the successor of the company according to law; he takes it over.

SHRI C. P. PARIKH: Yes, Sir; but the liquidator is there to pay the dues of the company. He cannot compel the employees.....

MR. DEPUTY CHAIRMAN: All contracts are entered into on behalf of the company by the chief executive of the company, under the seal of the company.....

SHRI C. P. PARIKH: All parties who have entered into contract have no right to compel any employee to serve another.

MR. DEPUTY CHAIRMAN: That is the employee's right, not your right. He cannot claim any compensation.

SHRI C. P. PARIKH: That is right. But he will say: "I am willing to work under you, but I will not be willing to work under him." That is the position. The employee will say to the

employer who is selling his concern: "I am quite willing to serve under you."

SHRI S. P. DAVE: May we know, Sir, the exact nature of the complaint of the hon. Mr. Parikh? He is pleading about the inherent right of the employee. If he explains it very properly, I can understand it. Otherwise, what appears

MR. DEPUTY CHAIRMAN: He feels that by transferring an industrial undertaking, the question of termination of service arises and it may affect adversely either the employer or the employee. He therefore wants that the position should be made quite clear.

SHRI S. P. DAVE: If, Sir, as a result of the transfer of a company, the service of the employee is to be terminated

MR. DEPUTY CHAIRMAN: Let him have his say.

SHRI C. P. PARIKH: Sir, I welcome such explanations. My whole point is that the employee's rights are there, and the employee's fundamental right is not to serve under any other man if he likes.

MR. DEPUTY CHAIRMAN: You think, therefore, that he can claim compensation from the original employer.

SHRI C. P. PARIKH: That is my whole point. I think you have put it rightly. Sir.

SHRI H. P. SAKSENA: He is deliberately confusing the issue, as I have understood it.

SHRI C. P. PARIKH: Sir, this is a matter of human rights. When this Bill is passed with its existing definitions, the employee will say, "You give me my retrenchment compensation."

MR. DEPUTY CHAIRMAN: Suppose 'A' is the owner of a company and he dies. Then A's son steps in.

Do you mean to say that all the employees can claim compensation from A's son?

SHRI C. P. PARIKH: The whole thing is that, Sir. If you read section 18 of the Industrial Disputes Act, it is very pertinent to this point. Section 18 (c) says:

"(c) Where a party referred to in clause (a) or clause (b) is an employer; his heirs, successors or assigns in respect of the establishment to which the dispute relates;"

Therefore, it is expressly mentioned here that the employees can claim compensation. It must be provided here that if a concern is employing 2,000 persons and if that concern is sold to somebody, those 2,000 persons will be taken away by another employer and those 2,000 persons will not be entitled to the retrenchment compensation. They must be made agreeable to work under their new employers. Otherwise, what will happen? They have got a right to refuse to serve under any other employer. This is the inherent right of the employees in any democratic country. Under the definition which exists now an employee will claim retrenchment compensation first and then go to the other concern after one month or two months, because when you terminate the services of an employee, you have to pay compensation. Those words are very clear. If you read, Sir, clause 25F, you will find that the position is very clear. It says :

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer....."

Sir, you will find (that the word 'that' is there. It is absolutely clear. I think the meaning is quite clear that an employer includes his heirs, successors and assigns. My whole point in moving this amendment is this: In the word 'employer' let us include heirs, successors or assigns. It may be put only in the definition. That will win

[Shri C. P. Parikh.] be sufficient. Is there any meaning in not putting these words? If you put in these words, I think the whole object will be served, because the legal formalities and litigations we will have over this will be stupendous. I have consulted the best legal authorities in this respect and they all tell me that there can be no two opinions about this. This Council is a revising chamber and has the inherent right to make a recommendation. I do not see any reason why the House of the People should not accept any recommendation coming from this Council, as this Council has accepted the recommendations coming from the House. And wherever there is ambiguity, wherever clarification is necessary, we will have to suggest improvements for removing that ambiguity. If these words are not put in, I do not know what the consequences will be. The consequences will be very great. You are all better lawyers. You know all these things. If you mean it really, improve it in the way it is necessary. The other House will take only ten minutes to accept these things. Let us face this. We do not want the employers to pay retrenchment compensation even though the workers are employed in about ten days. It is no use mincing matters. The whole question is whether compensation which is to be given can be enforced from the employers by the employees. This is the main question. Sir, I would like the hon. the Labour Minister to hear what I am just saying. I will continue after he returns to his seat.

Mk. DEPUTY CHAIRMAN: Mr. Giri, he wants your attention.

SHRI V. V. GIRI: I am hearing from both sides.

SHRI C. P. PARIKH: I do not want the Contracts Act and the Sale of Goods Act to be brought into the picture. If we mean what we say, let us put this in. If the hon. Minister wants to give a reply now, I will sit down.

SHRI V. V. GIRI: I am not prepared to say anything till the hon. Member has finished.

MR. DEPUTY CHAIRMAN: You may finish. The Minister alone has got the right of reply.

SHRI C. P. PARIKH: I want nothing else but that this thing should be made very clear. I think the whole thing has been very hastily worded, and that is the reason why the definitions are not so clear. The word 'retrenchment' cannot be used for 'closure'. Retrenchment means reduction. That is the dictionary meaning.

SHRI H. P. SAKSENA: Have the other Members got the right to express their opinions on that?

SHRI C. P. PARIKH: The hon. Mr. Mukerjee said that I represent industry. I do not represent industry. I can tell you that. Nor do I want to represent the industrial interests. I hold no brief for them. I am only thinking of the country's interests and the country's economy. They will not be served if we leave this as it is. That is my main object. The whole economy—production, management and consumption—has to be properly understood.

SHRI H. P. SAKSENA: May I take it that the hon. Member represents labour?

MR. DEPUTY CHAIRMAN: Order, order.

SHRI C. P. PARIKH: I make no claims to represent labour, because I do not represent whom you represent because you have gone to jujls. At least I have sufficient knowledge of industry and industrial economy. My point is that the country should not be led astray by such measures. If we want rapid industrialisation of the country, this is not the way to put in a clause in the garb of a definition which will hamper the industrial growth of this country. This definition in the way in which I have understood it has not

been understood by so many associations in this country, and when they come to know of it, they will realise what this means. I will explain to you. If a concern is selling at Rs. 20 lakhs, gratuity or compensation will be Rs. 16 lakhs. So, when it is sold, the other concern will feel that the employees will have the right to claim Rs. 16 lakhs from that concern. Why should they claim any compensation if they are employed within ten days? Let the hon. Minister say unequivocally and unambiguously whether he wants this. As you pointed out very clearly, this should include heirs, assigns and successors. If the hon. Minister does not accept this, let him say in which way this difficulty can be met. I do not understand the legal position very clearly but what will happen is that there will be no transfers in the country till an amending Bill is brought in, and transfers are many and they involve lakhs and crores of rupees. Therefore it is that I plead that the position be made clear. If we include these words and send this Bill back, it will take not more than ten minutes in the other House and we need not have to wait till the Budget Session. If the hon. Minister does not accept this, let him say unequivocally and unambiguously what the position will be without clarifying these points specifically. With these few words, I move my amendments.

SHRI B. RATH (Orissa): Mr. Deputy Chairman, I will speak on some of the amendments that have been moved by me and the hon. Mr. Mazumdar, those on which he has not spoken. But before speaking, I would submit that I was very carefully listening to the arguments advanced by the hon. Mr. Parikh in the interests of labour. We know that words have always two meanings, human rights have two meanings. In the Constitution every clause is interpreted in two ways. So when he was talking about freedom, it is perhaps the freedom which he wants for exploiting the worker and paying him the minimum, to retrench him at his whim and also to lay him off whenever he likes. Knowing full

well that in spite of the labour laws, it has not been possible for the workers in this country unitedly to fight out the oppressions that they have to face from day to day, he is talking about the employer's freedom to transfer the employment *to some* other industry, to transfer his offices and if he so chooses, to transfer employment completely knowing full well that in the present situation of India no worker is willing to transfer his employment because he knows that the labour market is shrinking, because he knows that the worker, whatever he is getting today, may not be available to him tomorrow. So he is talking to us about the human rights knowing full well.....

MR. DEPUTY CHAIRMAN: Mr. Rath, leave alone human rights and Mr. Parikh. Let us have your view on the clause.

SHRI B. RATH: Of course we had the good or bad fortune to hear the hon. Mr. Parikh on his amendments for at least one hour and I am very sorry that when I have hardly taken, a few minutes you have no patience to.....

MR. DEPUTY CHAIRMAN: Let us have your views on the clause. You may rest assured that I have patience enough and please let us have your views on this particular amendment and the clauses.

SHRI B. RATH: Now the amendments moved by me mainly deal with the appropriate Government, with regard to lay-off, with regard to retrenchment and also with regard to the definition of "wage" and also to that of "worker". By giving these amendments I have in view such subjects about which the hon. Minister had spoken yesterday. He wants that the working journalists—the term that is used for the employees in the editorial staff in newspapers and also journalists working in news agencies—the working journalists' case can wait for some time till the hon. the Labour Minister studies the problem completely, till he decides what are the other types of technicians and labourers who have

[Shri B. Rath.] been left out from the scope of this Industrial Disputes Act so as to bring about an all-round comprehensive legislation for which everybody has to wait, for which those persons who have to face the problem today have to wait also and for them his advice is—the advice is very good no doubt—"Go and talk to the Managing Director; talk to him repeatedly, if he refuses, try again and if you ultimately fail, I am also in the meantime looking into the matter and I am bringing about a comprehensive Labour Relations Bill in which your case also will have a place and I have you in my mind." That is very good, but to those who have come before us, those who have been refused till now by the managements, those whose case has not yet been considered in spite of repeated requests—to them what type of advice is this? I submit that it will be very good indeed if such cases that come before us from day to day—because Parliament is sitting every two months—such cases must be immediately included and we feel this must be included and so I think except perhaps a few, like the hon. Mr. Parikh, hon. Members will gladly accept it and if the Business Advisory Committee decides to finish the business in one hour, nobody will have any objection but instead of trying to do that, you come with this advice. We have the law now and, after so many years, at least the employers are realizing that "if we don't conciliate between ourselves, then there is the conciliation officer, then the court, then the tribunal and so many machineries are there and so we will please the Government at least in one case". So this law is now acting as a threat on the employer to see that labour disputes, if possible can be settled. That is why I want that these working journalists must come in—and that is why we have given an amendment—as also the plantation labourers. I need not dilate on that point because in the main speech my hon. friend, Mr. Mazumdar, has spoken and others, too, about the plantation in the other House as well. And that

is a matter which will be fresh in the mind of the hon. the Labour Minister. Only some 6 or 7 months back a large number of workers belonging to the Ganjam district to which the hon. the Labour Minister had the privilege to belong—I don't know if he still stays there

SHRI V. V. GIRI: Yes, I do.

SHRI B. RATH: Your house is there but you have left. Family members are there but the hon. Minister goes only occasionally—that is my grievance against him. In his district of Ganjam and Koraput a large number of workers—of course the estimate cannot be given; according to the ex-President of the Provincial Congress Committee it is about 20,000, and according to others it is about 9,000; and so the exact figure I cannot give—are being thrown out of employment and they are coming away. In spite of the crisis, in the tea industry, about ninety per cent, of the plantations are making a profit. As such I appeal that this legislation should apply to plantation labour also, including the labourers working in the tea, coffee, cinchona and rubber plantations.

Ther. I have an amendment which seeks to obviate the difficulties being experienced by working journalists in the newspapers because of the definition of "worker" which says that a worker is one who does manual or clerical work. I want to substitute the words "physical or mental" for the words "manual or clerical" occurring in this definition. In that case, one who does mental work cannot be said to be a clerk only. Clerical work is of a particular kind and that is because the Britishers, who introduced our English educational system, introduced it in order to produce clerks. That is why I want to substitute the words "physical or mental" for the words "manual or clerical".

As regards the question of retrenchment, I am not satisfied with the definition of the term "retrenchment" either. Mr. Parikh has something in view, and I have also something in view. They have the words here:

" 'retrenchment' means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action."

If by way of punishment or disciplinary action, the worker is dismissed, he will not be entitled to the retrenchment benefits that will be coming up in the subsequent sections. These words "for any reason whatsoever" put the workers completely under the mercy of the employer, for the employer can dismiss the worker for any reason. If the worker is actively working for the furtherance of his trade union organisation, the employer after some time, without assigning any reason whatsoever, may retrench him. The hon. Minister may say there are certain restrictions about retrenchment. They are given in new section 25F. But the employer may assign the reason and say, "The last man appointed has been found suitable for the work; he is doing very good work, and as such I feel that such and such person who has neglected his work in spite of repeated warnings, is no good, and his services are no longer necessary." Thus the active trade union organiser may be retrenched.

We have got similar issues in connection with the provident fund scheme, that after so many years a worker will get so much and if he has so many more years' service he will get something more, and so on. In that case, what happens? A worker is retrenched without being given any reason. No reason is assigned and that issue cannot be a matter of dispute before a tribunal. What can be matters of dispute before such tribunals have already been explained by the hon. the Labour Minister. If the quantum of compensation that he is entitled to is not given to the worker, or if he is given less, that can be a matter of dispute. But if he is dismissed or retrenched without being given the reasons for it, that cannot be a matter for dispute; that cannot come before a tribunal; he cannot say that the retrenchment is a *mala fide* action. The

employer must give some reason or ground for the retrenchment and he will certainly give some reason. In that case, what happens? The worker will suffer. There are so many reasons and so many pleas that our friends like the hon. Mr. Parikh can think of. But for the purpose of safeguarding the interests of the worker, we have to be very careful. If the hon. Mr. Parikh's amendment really protects the worker, I have no objection to accepting it. But the worker who does not leave the employment after the transfer of the management and continues his service under the new management, he should be entitled to the full benefit. If that is the spirit in which that amendment has been moved, then I have no objection. Why do I bring up all these things here? Sir, I may be permitted to take a little of the time of the House to explain certain points. We find that whenever the question of retrenchment comes up, we feel that certain conditions exist which necessitate the retrenchment. It may be that the industry cannot bear the burden imposed on it. Perhaps the output is not enough, or the industry is not able to work to its full capacity. It may be that materials are not available, perhaps the machinery cannot work to the maximum capacity. And for these reasons some of the workers are retrenched. But there is one thing which has been repeatedly coming up and to which I should refer here. At the last Tripartite Conference held at Bombay which was organised by the Chief Labour Commissioner, Mr. S. C. Joshi, the managements wanted the right to retrench as many persons as they liked, or to reduce the wages of the employees. And during the last three months they have raised their voice, knowing full well that during this period—I do not have the latest figures with me—from 1947 to 1951 their total business had increased, the premiums received by them had increased, their rates of interest had also increased, and as I said, the volume of their general business had also increased. But what had decreased? Their expense ratio had decreased. In 1947 they were spending on the management 30·4 per cent. and in 1951 they were spending 25·8

[Shri B. Rath.] per cent. Except the expense ratio, everything else has increased. In spite of the fact that the expenditure is going on decreasing, they are not prepared to pay a little more to the workers but they are determined to retrench them. This is with regard to the insurance companies. I had pleaded with the hon. the Labour Minister for the setting up of an all-India tribunal instead of forcing them to go to different tribunals set up by the different States knowing full well that insurance is a business for which the appropriate Government is the Central Government.

MR. DEPUTY CHAIRMAN: Leave alone insurance, Mr. Rath.

SHRI B. RATH: Knowing full well that.....

MR. DEPUTY CHAIRMAN: You must hear me, Mr. Rath. You must not go on talking. Leave alone the insurance companies. Come to the amendments.

SHRI B. RATH: I submit, Sir, 'that I am amending the clause.

MR. DEPUTY CHAIRMAN: What is the amendment on which you are speaking?

SHRI B. RATH: I am amending the clause referring to the appropriate Government. I want to include there certain more things and also in this retrenchment.....

MR. DEPUTY CHAIRMAN: We have nothing to do with insurance companies in this Bill. We are concerned with the industrial disputes.

SHRI B. RATH: This also includes the insurance companies.

MR. DEPUTY CHAIRMAN: It does not. I have given my ruling. Please go on.

SHRI B. RATH: I submit, Sir.....

SHRI S. N. MAZUMDAR: I think Sir, insurance companies are included in industry.

MR. DEPUTY CHAIRMAN: This does not apply to the insurance companies, Mr. Mazumdar. We have been discussing this Bill for the last three days.

SHRI B. RATH: It does. So far as the lay-off is concerned, the insurance companies do not come in but I know that so far as retrenchment is concerned the insurance companies do come in.

MR. DEPUTY CHAIRMAN: Is an insurance company an industrial concern?

SHRI B. RATH: Yes, Sir, according to the definition of industry.

MR. DEPUTY CHAIRMAN: Does this Act apply to the insurance companies?

SHRI V. V. GIRI: Yes, it does.

SHRI B. RATH: It is according to the definition of industry in the Industrial Disputes Act of 1947.

SHRI V. V. GIRI: I think it is wide enough to include that.

SHRI B. RATH: Yes, it does.

MR. DEPUTY CHAIRMAN: Yes, go on.

SHRI B. RATH: Otherwise I would not be pleading with the hon. the Labour Minister for the setting up of a tribunal for the insurance employees. I pleaded with him for the setting up of a tribunal because the insurance employees are threatened today with retrenchment in spite of the fact that these industries are getting profits, their volume is increasing and their expense ratio in regard to the total volume of business has decreased. That is why I pleaded with him. Further, I will submit that this definition of layoff is such that all these workers will

not work for the days that they are laid-off but that they will have to stand at attention at the factory gates. The worker will have to wait for two hours' at the gate and if he is given work, it is good, otherwise, he is laid-off at the beginning of the first shift. At the end of two hours, the employer may say, "I have no work for you. Come in the next half of the shift and I will give you work". Now, the worker comes in the next half of the shift and he is again not given any work but asked to come the next day. The worker comes the next day and so on. So, why should not provision be made for layoff in such a way that the workers are not put to difficulty. If the lay-off is to be for a longer period, the management can know definitely how long it will take to have the machines repaired or when the coal or power is expected for the want of which the management had been forced to lay-off the workers. After ascertaining all the factors, if the management wants to lay them off for seven days or ten days or fifteen days or for two days, let them say so. Instead of doing that, this provision is drafted in such a way that the worker will not get any other work but will have to stand at attention at the factory gate. There are many industries which do not provide work at all times and also quarters for all the workers. People from different villages come to the mining area. In my State there is not a single factory which has provided filtered water for its employees and in such circumstances, people have to come from 3 or 4 or 5 miles walking. They will come early in the morning to attend the first shift at 8 in the morning and will have to wait till 10. If they do not get any work, they will have to keep on there for the second shift, this way for the whole day. This means that our Government, by including such a provision, wants to make the worker a walking machine, a machine which if it cannot be used for manufacturing certain articles should not also be allowed to go and do something else.

SHRI H. P. SAKSENA: Do they get wages for these days?

SHRI B. RATH: Yes, Sir, half wages they are paid if they are laid off for 45 days. They would not get anything if they are laid off for more than that period.

KHWAJA IN AIT ULLAH: They will get wages even for that.

MR. DEPUTY CHAIRMAN: Go on, do not be disturbed by Mr. Inait Ullah.

SHRI B. RATH: That is why I submit that the amendment that has been proposed by us should be

MR. DEPUTY CHAIRMAN: Accepted?

SHRI B. RATH:.....considered by the hon. the Labour Minister and I would urge on him to accept the amendment so as to give some benefit at least under the present circumstances to the workers for whom he has fought for 32 years and for whom he has also some interest even now.

MR. DEPUTY CHAIRMAN: Mr. Mukerjee, Please be brief.

SHRI B. K. MUKERJEE: Yes, Sir., I will certainly be very brief.

MR. DEPUTY CHAIRMAN: Mr. Saksena also has got something to say?

SHRI H. P. SAKSENA: Yes, Sir., just a couple of minutes I want.

SHRI B. K. MUKERJEE: I want to say a few words on the interpretation first of retrenchment and I have got to oppose the amendment moved by the hon. Shri C. P. Parikh. Though I understand his point of view—and from his point of view he is right—it is not right for the purpose of this amending Bill because this Bill has been brought in this House to be made into law for a specific purpose and that purpose is to provide relief to workers in the event of their forced unemployment. Now, this amendment, if it is accepted, will mean that when a worker is retrenched from a factory and is again

[Shri B. K. Mukerjee.] employed alter one year, he will not be entitled to the benefits which this Bill seeks to provide for him. Now, is there anybody who can say whether a worker, when he is unemployed for one year, will be able to join his new job after a year or not because he will have to struggle hard against starvation to death and in most cases he succumbs to that? Therefore, if this amendment is accepted, the meaning of this clause and the intention of this legislation will be vitiated. Now they have argued regarding retrenchment. Fortunately enough, another gentleman, who was speaking during the first reading of this Bill, argued that he had seen people working in industrial countries for 14 hours and that he had also seen in Pakistan, in place of two looms ordinarily, an operator was now operating 14 looms. That is the snag. In the name of rationalisation they want retrenchment and under the garb of various other factors they retrench workers, and the cat was out of the bag when that gentleman was speaking the day before yesterday. They want to increase the work-load of the workers and retrench others. Thereby they want to create unemployment and low standard of living for the workers and to get workers at a very cheap rate from among those who would be forced to seek employment at their doors. Sir, my organization, the Indian National Trade Union Congress, is not opposed to rationalisation and I am also not opposed to rationalisation if it is real rationalisation. For real rationalisation they have got to invest capital, to get new and improved machinery, but they are not willing to invest their capital on better machinery but they want to increase the work-load on the workers by retrenching some workers from their factories.

MR. DEPUTY CHAIRMAN: You need not go into a general discussion. Please speak on the amendments.

SHRI B. K. MUKERJEE: I am speaking on 'retrenchment' of which there

are several interpretations given here. I am giving the background and I am saying how retrenchment comes and why they resort to retrenchment. To increase or to intensify the work-load of the workers is their motive. Now the legal experts here have given interpretation of the term 'retrenchment' defined in this Bill. When we take 'retrenchment' we cannot take it out of the context and the context is the entire legislation, the purpose for which the legislation is intended. 'Lay-off' and 'retrenchment' come together in this legislation. It has been argued that in case of a transfer or of the death of an owner or of an employer the contract with the employee automatically terminates. But, though the original Industrial Disputes Act does not give any interpretation of this term 'employer' used in this clause, yet, whether the employer sells the factory or he dies or anything else happens, the worker's employment is neither terminated nor is he treated as retrenched because retrenchment involves unemployment and if he is not unemployed for the purpose of termination of his job he is not retrenched and then again, the term 'retrenchment' cannot be used for the purpose of replacement of a worker. In case a particular worker A's job is terminated and B is employed in his place, that is not retrenchment; that is discharge. That is a technical term and the other technical terms are 'dismissal', and 'retrenchment'. They have separate meanings in industrial relations and therefore we cannot argue that the job of a particular worker terminates as soon as the employer dies. Now in the absence of any definition in this very Act, we have got to see other similar legislations for the purpose. In various other legislations passed by Parliament we get this definition of 'employer' and we have got the definition of the term 'employer' in the Minimum Wages Act and in the Workmen's Compensation Act and in the Workmen's Compensation Act the definite-> is more elaborate. Sub-clause (e) of clause 2 of that Act says: "Employer includes any body of persons, whether incorporated or not, and any managing agent of an employer and the legal

representative of a deceased employer, and, when the services of a workman are temporarily lent or let on hire to an other person by the person with whom the workman has entered into a contract of service or apprenticeship, means such other person while the workman is working for him."

MR. DEPUTY CHAIRMAN: What is that Act?

SHRI B. K. MUKERJEE: This is the 'Workmen's Compensation Act. The Minimum Wages Act also gives a definition of this term 'employer'.

SHRI K. S. HEGDE: On a point of information. Can it be imported by this Act?

SHRI B. K. MUKERJEE: My point is a matter for legal opinion to be taken, thereon. When we have got no definition given in this very Industrial Disputes Act we have got to go to other similar legislation for the purpose.

SHRI K. S. HEGDE: On a point of clarification, Sir. Only when the term is defined in the General Clauses Act can it be taken for all purposes but then the definition here is only intended for a particular statute and for no other statute.

SHRI B. K. MUKERJEE: I must take this opportunity to thank the Government of India for their foresight when they were legislating the Industrial Disputes Act and they debarred all lawyers to come and participate in the proceedings between the workmen and the employers because along with them all sorts of interpretations of definitions would come.

Now for the satisfaction of my friend I will refer to another Act and that is the Payment of Wages Act. That Act, in clause (3), says, "Every employer shall be responsible for payment to persons employed by him." Now we have had no complaint or adjudication or any reference made to the Government and I am glad to say that if an

employer died before the payment was made, the new employer, although he could easily have withheld payment, did not do so but always paid it. We have got the definition of 'employer' also in the Industrial Employment Standing Order Act, 1946. There also every employer has got to frame a standing order for his own factory. Therefore the argument put forward to amend this and to incorporate the amendment introduced by the hon. Mr. Parikh is not understood by me and I say these arguments are unnecessary for workers. Fortunately, neither myself nor, I believe, my hon. friend, Mr. Parikh, is a lawyer. And we^P "workers and employers are fighting each other and as the Act prevents lawyers from coming in and interfering in our disputes- I hope my lawyer friends for the time being would not poke their noses in disputes between labour and the employers.

SHRI K. S. HEGDE: Is it the intention of the House that the lawyer Members should not make any contribution to the debate? My hon. friend seems to be absolutely ignorant of the procedure.

SHRI GOVINDA REDDY (Mysore): He said they should not poke their noses.

SHRI K. S. HEGDE: That is exactly the thing. He is speaking in a language which is not parliamentary.

SHRI RAMA RAO (Andhra): His contention is that lawyers should cease giving trouble.

SHRI B. K. MUKERJEE: My contention is, as I argued yesterday also, let us pass this as it is. Let us work it out and if there is any difficulty in any matter, the Government may be approached and the Government will again come with an amendment. We can pass any amendment we want. We do not find any difficulty on the grounds which have been mentioned in support of this amendment. Therefore I oppose this amendment and I want

[Shri B. K. Mukerjee.] my hon. friend to withdraw his amendment and help us pass this legislation. Let us have this law within a week's time.

SHRI H. P. SAKSENA: Sir, I rise

MR. DEPUTY CHAIRMAN: Only two minutes.

SHRI H. P. SAKSENA: Just a few minutes, Sir.

MR. DEPUTY CHAIRMAN: Not few; only two.

SHRI H. P. SAKSENA: Sir, I rise to discharge the same function as my hon. friend, Mr. Mukerjee. I oppose the amendment moved by my hon. friend, Mr. Chandulal Parikh. First of all, I have to bring to the notice of this House that I do not at all agree with his generalizations and sweeping observations that this Bill goes too far. Our complaint has been that it does not go far enough, while in his estimation it goes too far.

Then I do not think that he has now become so pious and virtuous as to be thinking of and mentioning human rights. Human rights, Sir, have been trampled under foot by men of his class for so long a time.

KHWAJA INAIT ULLAH: Not by him?

SHRI H. P. SAKSENA: 'By men of his class', please remember the words. It is now time to be very cautious about their pleas for human rights. I am of opinion, Sir—at least it appeared to me—that while hammering unnecessarily the point of human rights he was deliberately confusing the issue and since there were no arguments in support of his amendment, he tried to beguile all of us by his invectives. I will put a very straight question to my hon. friend and it is this. Do you or do you not want a Welfare State to be established here in India?

MR. DEPUTY CHAIRMAN: Mr. Saksena, all these things are for the

first reading. We are on the amendments. If you have anything to say on the amendments, please do so. Please do not take up the time of the House.

SHRI H. P. SAKSENA: It is said in the amendment that if a person is retrenched, but within a period of 12 months he gets employment elsewhere, then he shall not be entitled to retrenchment compensation. It is that point in the amendment that I am opposing. His object is to reduce the cost of living with which each one of us agrees, but at the same time he should add a rider 'to give a living wage to the labourer'. Under the cloak of reducing the cost of living, you cannot starve the labourer. Now he gave the example of a factory changing hands. All these things are relevant to his amendment, because he gave them as arguments in support of his amendment. If a factory changes hands and if certain persons retrenched by the previous employer are given employment, and if such people get retrenchment compensation subsequently why should there be any headache or stomachache to him. If they get double compensation for retrenchment from two different employers, there is no harm, but he does not want it to be given if employment is secured within 12 months of the first spell of retrenchment. These are the points on which I oppose his amendment. I look forward to the millennium when every worker will be an equal sharer in the profits of a factory or a company.

SHRI V. V. GIRI: Sir, I have generally dealt with most of the points that are raised in these amendments. I shall, however, deal as briefly as possible with some of them, because most of the matters I have to repeat which I do not like, nor would you like me to do so. I should like to deal with the troublesome point raised by my hon. friend, Mr. Parikh, in his amendment. I do not claim to be a lawyer. And yet I am a lawyer.

KHWAJA INAIT ULLAH: Because you make law?

SHRI V. V. GIRI: I am a lawyer; I am a barrister. At the same time I left law some 30 years ago, though legal profession has been in the family for a century. I would like to make the position quite clear on this legal matter as a good deal of confusion has been created during the course of the discussion. I do not propose to accept the amendment of the hon. Mr. Parikh and I shall give my explanation.

Sir, retrenchment is denned in clause (00) proposed in clause 2 (iv) to mean termination of service by the employer. Can it be said that when an employer dies there has been a termination of service by the employer or by any other employer? Such a question, as you have rightly observed, Sir, never arises in the case of companies because they never die. So also in the case of firms where there is a provision that the firms are not to be dissolved on the death of any of the partners the question cannot arise. Obviously, there is no termination of service by the employer in the above cases.

MR. DEPUTY CHAIRMAN: If it is an individual employer?

SHRI V. V. GIRI: I am coming to that, Sir. Even conceding for the sake of argument that there is a theoretical termination of service on the death of an employer, one has to look at new section 25F to see whether there is any liability on the employer or his estate to pay retrenchment compensation. New section 25F requires a positive act on the part of the employer, that is to say, he cannot retrench any workman unless and until (a) he has given one month's notice, (b) he has paid compensation and (c) he has served a notice on the Government. As the dead man could not have complied with any of these conditions, obviously he could not have been deemed to have retrenched the workmen on his death and no liability will fall on the estate. Where an establishment is transferred by one employer to another, the transferrer would not have complied with the three conditions mentioned above on the date of the transfer and hence the

position is the same as in the case of a dead man. There is no retrenchment calling for compensation within the meaning of new section 25F in either case. If the workman refuses to work for the new employer, what is the position? It is not a case of retrenchment because he has voluntarily retired within the meaning of clause 2 (00) (a) in clause 2 (iv). If, after the death of an employer, nobody comes forward to run the business, the business should be deemed to have been closed down and dealt with accordingly. It may call for payment of retirement gratuity, balance of wages, etc., but it will not be a case of retrenchment. No analogy can, therefore, be drawn from the wording of section 18C of the main Act. Under this section, some liability is accrued under a settlement or an award and this has necessarily to be settled by A successors and the sons of the employer in case he dies before discharging his liability. In cases of retirement, there is no liability which will devolve on his heirs and successors. I feel strongly about it and I cannot accept this amendment.

Sir, I shall deal with the other points. My esteemed friends on the other side have again dealt at great length and in greater detail with journalists and others

MR. DEPUTY CHAIRMAN: Is the hon. Minister accepting any of these amendments?

SHRI V. V. GIRI: No, Sir; I think I have dealt with those points; and I just to be courteous—lest I may be told that I have not been courteous in replying—I shall try to repeat what I have said. Any newspaper establishments and news agencies operating in mere than one State, come within the responsibility of the Central Government. This amendment has not much to do with the present law which is only meant for settling industrial disputes. To make good the demand of the journalists, amendments to the law in this respect should be properly undertaken at the time of the framing of the new industrial law. There

[Shri V. V. Giri.]

are many persons who have clamoured long for inclusion under the Industrial Act. Moreover, establishments in more than one State have clamoured for coming under the jurisdiction of the Central Government. These are all matters which have to be carefully considered and provided for in the new comprehensive law. But, at present, the scope of the Industrial Disputes Act is limited, and the distribution of responsibility between the Central and State Governments for providing certain.....

KHWAJA INAIT ULLAH: I have suggested something.

MR. DEPUTY CHAIRMAN: No, you have not moved any

SHRI V. V. GIRI: My hon. friend Mr. Dave, has moved two amendments: The first is "that at page 1, after line 18, the following be inserted, namely: —

"(iv) in the case of workmen not covered by any of the categories above, in the four complete wage periods."

My reply to this is this. The object of this amendment, is already covered by the following words covering 'average pay' which reads as ".....where such calculation cannot be made, the average pay shall be calculated as the average of the wages payable to a workman during the period he actually worked". This would cover both workmen not covered by any of the categories specifically mentioned and also the case of the workman who has not worked for three complete calendar months, or four complete weeks or 12 full working days. I would request my hon. friend to withdraw the amendment, and if, after further experience, we find any difficulty, I shall look into it.

The other amendment is:

"That at page 1, line 21, after the words 'four complete weeks', the words 'or four complete wage periods' be inserted."

As mentioned in amendment No. 3, provision has been made to deal with other periods. "Where such calculation cannot be made, the average pay shall be calculated as the average of the wages payable to a workman during the period he actually worked". Sir, I have nothing more to add, as some of the amendments moved have already been answered by me.

KHWAJA INAIT ULLAH: Sir, may I ask some questions?

MR. DEPUTY CHAIRMAN: No, I am not allowing any questions.

SHRI S. P. DAVE: I beg leave to withdraw my amendments.

+ Amendments 3 and 5 (by Shri S. P. Dave) were, by leave, withdrawn.

+ Amendment No. 61 (by Shri C. P. Parikh) was, by leave, withdrawn.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 1, after line 8, the following be inserted, namely: —

'(ai) in sub-clause (i) of clause (a), after the words "an oil field", the words "any newspaper or news agency operating in more than one State" shall be inserted;'. "

The motion was negatived.

clamoured for coming under the judgment

MR. DEPUTY CHAIRMAN: The question is:

"That at page 2, lines 16-17, the words 'and who has not been retrenched' be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 2, line 22, after the word 'and' the words 'is refused work, or' be inserted."

The motion was negatived.

+ For text of amendments, *vide* cols. 1852 and 1853 *supra* respectively.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 3, after line 22, the following be added, namely: —

'(vi) in clause (s) after the words "including an apprentice", the words "and any person or persons employed by or through contractors" and after the words "clerical work", the words "and any work in connection with the calling of journalists" shall be inserted."

MR. DEPUTY CHAIRMAN: (*After taking a count*) There are 15 for and 25 against.

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 1, after line 8, the following be inserted, namely: —

'(oi) in sub-clause (i) of clause (a), after the words "major port" the words "or a newspaper publishing company publishing newspapers in one or more than one language in more than one State or a news distribution agency or such other industrial establishments having branches in more than one State" shall be inserted.'

«
- The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 2, line 6, after the word 'lock-out', the words 'or lay off' be inserted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 2—

(i) in line 11, the words 'refusal or inability' be deleted;

(ii) in line 13, the words 'or the accumulation of stocks' be deleted; and

(iii) in line 14, the words 'or for any other reason' be deleted."

SHRI C. G. K. REDDY: Sir, we would like to divide. You will see, Sir, that division has a meaning and we feel strongly about it.

MR. DEPUTY CHAIRMAN: This is, alter all, a definition. You can divide on other amendments. (*After taking a count*) There are 17 for and 26 against.

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 2, after line 36, the following be inserted, namely: —

'(iiia) in clause (n) sub-clause (vi) shall be deleted;'

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 2—

(i) in line 40, after the word 'any' the word 'satisfactory' be inserted; and

(ii) in lines 40-41, the word 'whatsoever' be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

•"That at page 2, lines 48 and 49 be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 3, line 15 be deleted and the subsequent sub-clauses (a), (b) and (c) be renumbered as sub-clauses (tv), (v) and (vi) respectively."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 3, after line 22. the following be inserted, namely:—

'(vi) in clause (s) for the words "manual or clerical work" the words "physical or mental work or both" shall be substituted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That clause 2 stand part of the Bill."

The motion was adopted.

Clause 2 was added to the Bill.

MR. DEPUTY CHAIRMAN: Now we shall take up clause 3. There are a number of amendments.

SHRI S. N. MAZUMDAR: Sir, I beg to move:

15. "That at page 3, lines 33 to 35 be deleted."

16. "That at page 3, after line 39, the following be inserted, namely—

'(3) In an industrial establishment which is of a seasonal character if there are departments in which more than five workers are employed for more than one hundred and eighty days in a continuous period of twelve months, such departments of the establishment shall not be treated as seasonal."

17. "That at page 3, at the end of line 44, the following be added, namely:—

'and a plantation as defined in clause (f) of section 2 of the Plantations Labour Act, 1951 (LXIX of 1951)."

18. "That at page 4, line 2, for the words 'two hundred and forty days'

the words 'two hundred days' be substituted."

19. "That at page 4, line 15, for the words 'full wages' the word 'per mission' be substituted."

SHRI S. P. DAVE: Sir, I beg to move:

20. "That at page 4,—

(i) in line 16, the word 'and' be deleted;

(ii) at the end of line 19, after the word 'weeks', the word 'and' be inserted; and

(iii) after line 19, the following be inserted, namely:—

'(d) in the case of a workman, who has been re-employed, the days between the date of his dismissal or discharge and re-employment."

KHWAJA INAIT ULLAH: Sir, I beg to move:

21. "That at page 4, line 28, for the word 'fifty' the word 'seventy-five' be substituted."

22. "That at page 1, lines 37-38, the words 'for further continuous periods of more than one week at a time' be deleted."

SHRI S. P. DAVE: Sir, I beg to move:

23. "That at page 4, line 38, for the words 'continuous periods of more than one week at a time', the word 'periods' be substituted."

SHRI S. N. MAZUMDAR: Sir, I beg to move:

24. "That at page 4, line 46 after the word 'workman' the words 'over and above the amount payable for a period of forty-five days' be inserted."

25. "That at page 5, at the end of line 6, the following be added, namely: —

'or worked in the establishment for not less than three hundred and sixty days during a period of twenty-four calendar months.'"

26. "That at page 5, after line 6, the following be added, namely:—

(2) The provisions of this Chapter shall not operate to the prejudice of any rights to which a workman may be entitled under the terms of any award, agreement or contract of services, where any such award, agreement or contract of service provides for a longer period and for more compensation."

KHWAJA INAIT ULLAH : Sir, I beg to move:

27. "That at page 5, line 17, after the word 'employment' the words 'of some nature' be inserted."

SHRI S. N. MAZUMDAR: Sir, I beg to move:

28. "That at page 5, line 22, the words 'in the opinion of the employed' be deleted."

KHWAJA INAIT ULLAH: Sir, I beg to move:

29. "That at page 5, lines 30 to 32 be deleted."

SHRI S. N. MAZUMDAR: Sir, I beg to move:

30. "That at page 5, line 45, after the words 'equivalent to' the words 'a minimum of be inserted."

KHWAJA INAIT ULLAH: Sir, I beg to move:

31. "That at page 5, line 45, for the word 'fifteen' the word 'thirty' be substituted."

32. "That at page 5, line 46, for the words 'for every completed year

of service' the words 'multiplied by the number of years of service put in by the workman' be substituted."

SHRI S. N. MAZUMDAR: Sir, I beg to move:

33. "That at page 6, lines 7-8, the words 'unless for reasons to be recorded the employer retrenches any other workman' be deleted."

KHWAJA INAIT ULLAH: Sir, I beg to move:

34. "That at page 6, lines 7-8, for the words 'unless for reasons to be recorded the employer retrenches any other workman', the words 'unless for specific charges established against any other workman the employer retrenches that workman' be substituted."

35. "That at page 6, line 14, after the word 'preference' the words 'according to the seniority of service at the time of retrenchment' be inserted."

SHRI B. RATH: Sir, I beg to move:

44. "That at page 3, line 30, for the word 'fifty' the word 'ten' be substituted."

45. "That at page 3, after line 35, the following be inserted, namely: —

'Provided that such employees, whose services are necessary for the maintenance of the building, machines or other materials connected with the industrial establishment shall be entitled to the benefit conferred under this Chapter."

46. "That at page 3, at the end of line 44, the following be added, namely: —

'or a railway running shed or the whole operational area of an irrigation or hydro-electric project, either completed or under construction, or a plantation as denned in clause (f) of section 2 of the Plantations Labour Act, 1951 (LXIX of 1951).'"

[Shri B. Rath.] 47. "That at page 4,—

(i) in line 16, the word 'and' be deleted; and

(ii) after line 16, the following be inserted, namely:—

'(bb) he has been absent on account of sickness or authorised leave with or without pay or accident or a trade dispute, and,'"

48. "That at page 4, lines 22-23, the words and brackets '(other than a *badli* workman or a casual workman)' be deleted."

49. "That at page 4, line 29 after the words 'dearness allowance' the words 'and such other personal wage or personal allowance' be inserted."

SHRI M. MANJURAN: Sir, I beg to move:

50. "That at page 4, lines 33-34, for the words 'forty-five days' the words 'ninety days' be substituted."

51. "That at page 4,—

(i) in line 36, for the words 'forty-five days' the words 'ninety days' be substituted; and

(ii) in lines 37-38, the words 'for further continuous periods of more than one week at a time' be deleted."

SHRI B. RATH: Sir, I beg to move:

52. "That at page 4, lines 37 to 41, for the words 'for further continuous periods of more than one week at a time, he shall, unless there is any agreement to the contrary between him and the employer, be paid for all the days during such subsequent periods of lay-off' the words 'he shall be paid for all the days of such lay-off' be substituted."

SHRI M. MANJURAN: Sir, I beg to move:

53. "That at page 4, lines 43 to 48 be deleted."

SHRI B. RATH: Sir, I beg to move:

54. "That at page 5, lines 30 to 32 be deleted."

SHRI M. MANJURAN: Sir, I beg to move:

65. "That at page 5, line 45, for the word 'fifteen' the word 'forty-five' be substituted."

SHRI C. G. K. REDDY: Sir, I beg to move:

56. "That at page 5, lines 45-46, for the words 'fifteen days' average pay' the words 'one month's average pay' be substituted."

57. "That at page 5, line 47,—

(i) after the words 'six months' the words 'in the case of workmen with less than five years of service, and an additional gratuity equivalent to one month's average pay for every year of service of over five years' be inserted; and

(ii) the word 'and' be deleted."

58. "That at page 5, after line 47, the following be inserted, namely:—

'Explanation.—Any break in service occasioned by over-stay of leave or unauthorised absence, which has been already condoned in practice, shall not be taken to mean break in service, while computing the years of service.'"

SHRI M. MANJURAN: Sir, I beg to move:

59. "That at page 6, lines 1 to 8, for the proposed section 25G, the following be substituted, namely:—

'25G. Procedure for retrenchment.—Where any workman in an industrial establishment is to be retrenched, in the absence of

any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who is to retire within three years from the date of retrenchment and subsequently, if necessary, the workman who was the last person to be employed, unless for reasons to be recorded the employer retrenches any other person.' "

SHRI B. RATH: Sir, I beg to move:
60. "That at page 6, after line 8,
the following be added, namely: —

'Provided that full particulars of persons so retrenched shall, within a week of such retrenchment, be sent to the nearest employment exchange.' "

SHRI C. P. PARIKH: Sir, I do not wish to move my amendments.

SHRI C. G. K. REDDY: Sir, I beg to move:

63. "That at page 6, lines 36 to 39, the words 'but the rights and liabilities of employers and workmen in so far as they relate to lay-off and retrenchment shall be determined in accordance with the provisions of the Chapter' be deleted."

MR. DEPUTY CHAIRMAN: The clause and the amendments are now open for discussion.

SHRI S. N. MAZUMDAR: Mr. Deputy Chairman, I shall not repeat all the arguments which I had made yesterday. But still in connection with these amendments some of those arguments have to be repeated.

[THE VICE-CHAIRMAN (SHRI B. C. GHOSE) in the Chair.]

Sir, in amendment No. 15 I have sought to delete the provision of the Bill which seeks to exclude the seasonal factories from the operation of this Bill. Now, Sir, about this yesterday I made out my case. Now, Sir, the reply of the hon. Minister in

connection with all the amendments would be that this Bill is based on an agreement. There is no doubt about that. The agreement and the framers of that agreement are welcome because at least on the minimum of things they could come to some agreement. But here in Parliament we are enacting that agreement into formal legislation not for any particular day or particular period but at least until the time a comprehensive Labour Bill is brought before this House. So, taking all these facts into consideration, I think we should try to improve on the provisions of the Bill as far as possible. That is why I have suggested that lines 33 to 35 be omitted so that seasonal factories may come within the purview of this Bill.

My second amendment is No. 16, which in a sense—my hon. friend mas argue—is contradictory to this. I have moved this with this end in view. If he is not agreeable to accepting No. 15, then let me try and see whether he is agreeable at least to this, No. 16, so that in those seasonal factories where a skeleton service is maintained all through the year and some workers are employed for more than 180 days in a continuous period of twelve months, they at least get the benefit of this Bill.

Now, my most important amendments are No. 17 and No. 46. I shall speak on them together. These two amendments try to include plantations' railway running sheds or the whole operational area of an irrigation or hydroelectric project, either completed or under construction. Now, I shall speak mainly on plantations. My hon. friend, the Labour Minister, yesterday made it clear that the provisions of this Bill as regards retrenchment are applicable to plantations but not those relating to lay-off. I want that the provisions relating to lay-off should also be applicable to plantations. This is absolutely essential for the benefit of the plantation workers. The hon. the Labour Minister said the other day that considering the difficulties of the plantation industry at present, further statutory burden should not be placed on it.

[Shri S. N. Mazumdar.] May I respectfully remind him that actually speaking there is no statutory burden on the plantation industry now? There are of course provisions under the Maternity Benefit Act and other such Acts but these should not in any way be considered as burdens. These are absolutely essential for any industry to accept, if it is to justify its existence. I mention that the Plantation Labour Act has not been implemented anywhere. So, there is no question of putting any further burden on the industry.

Lastly, as regards the conditions of the industry itself, I will request my hon. friend, the Labour Minister to recapitulate the events of the last year. Last year, as my hon. friend, Mr. Rath, mentioned earlier today, when the tea industry was supposed to be facing a crisis, many of the gardens, particularly British gardens, made profits. That did not prevent them from throwing the workers out of employment. At that time they made a hue and cry. My hon. friend, the Labour Minister, attended a tripartite conference and there was a bipartite agreement. My impression is—it is nothing more than an impression—that my hon. friend the Labour Minister, **was quite willing to implement the provisions of that bipartite agreement.** I find that he is nodding his head, but I shall say that the Government, particularly the Ministry of Commerce and Industry try

SHRI V. V. GIRI: No, no.

SHRI S. N. MAZUMDAR: was not agreeable to that. However, it is not my concern whether the Labour Ministry was wrong or the Commerce and Industry Ministry was wrong.

SHRI K. S. HEGDE: You are only trying to drive a wedge in.

SHRI S. N. MAZUMDAR: Then at that time we contended that actually the crisis in the industry was artificially brought about by the dominating British interests. We suggested

that there were immediate possibilities of expanding the market for tea and that we could open talks with several countries including the U.S.S.R. At that time I found an attitude on the part of the Commerce Ministry particularly of cold-shouldering that suggestion. It was also suggested that there was no market for tea in the U.S.S.R., but, fortunately for our country, and for the tea industry in particular, the recent trade agreement with the U.S.S.R., stipulates that one of the commodities which the U.S.S.R. will take from India is tea but my hon. friend's hands are there handicapped because long before there were any attempts to come to that agreement, my friend, the hon. the Minister for Commerce and Industry, gave the concession to the tea planters, they restricted the export quota, they restricted the area of production and thus from the very first without making any serious and honest effort to expand the market of this commodity of ours, they restricted the possibility of expansion. Still that can be revised if the Government has the mind to do it. So I don't agree even in an iota to the contention that the tea industry is in such a position that no further burdens can be placed on it.

Next, as I mentioned the other day, in the plantation area the minimum of the concessions which were obtained by the labourers in the last few years have been curtailed and they are being curtailed in every way. I would request the hon. Minister to go and visit the plantation areas and find for himself what is the state of affairs. In this connection, the question of layoff is also very common there because the planters are trying to increase the work-load and are trying to extract the maximum of work out of some labourers and reduce the labour cost by laying off others. That is going on. My hon. friend, Mr. Parikh, was trying to justify the exclusion of plantation on the ground that it is a seasonal industry. I come from a plantation district and am closely connected with the plantation labour. I know,

if not the ins and outs of the plantation industry, at least a good deal more than other hon. Members of this House. In the plantation actually the plucking season in Northern India is when the monsoon is in full swing. The work does not stop there. **The** labourers pluck these **tea leaves** exposing themselves to the mercies of the weather. The plantation labourers were provided in the Plantation Labour Act with the great benefit of having the opportunity to be provided with umbrellas or tarpaulins **but** in the name of placing a burden on the industry, that has been held in abeyance. Secondly, during the other season—*i.e.*, when it is not the plucking season—the labourers are engaged in other works, such as rolling, **pruning** and planting the seeds and the crops. So the work cannot be described in any way as seasonal. So even after listening to all the assurances of the hon. the Labour Minister, without doubting the sincerity of his motives but having before my eyes the experience of the last year, the attitude and practice of the Government in this connection, the breach of promises to the workers, I cannot accept his assurance and I shall press with all the force at my command for the acceptance of this amendment.

Next I come to my amendment No. 18 where I have suggested that the continuous period should be 200 days instead of 240 days. That is a very modest amendment. As I have already explained the other day, the earlier labour legislation stipulated a period of 90 days, that is to say, three months for eligibility of continuous service. But it is not put into practice. In the Employees' Provident Fund Act also the provision is for 240 days. But that is no reason why, just because **240** days occur in that Act, the same period should be here in this Bill. You can improve upon it. Sir, this is a modest amendment that I have suggested, and I would have asked him to accept even a shorter period for eligibility of continuous service; but in view of the hesitant **manner** in which he progresses, **I** have **suggest-**

ed only 200 days. I have tried to be as modest as he himself is in his piloting of this Bill.

I now come to my amendment No. 28. This is a very minor amendment. I have suggested:

"That at page 5, line **22**, the words '**in the opinion of the employer**' be deleted."

Sir, from my experience of plantation labour, I know only too well how this phrase "**in the opinion of the employer**" has worked against the worker. It is too wide and vague and it provides the employer with a ready means of depriving the worker of the benefits to which he is entitled under the provisions of this **Bill**.

Now **I** come to my amendment No. 30 where I have suggested:

"That at page 5, line 45, after the words 'equivalent to', the words 'a minimum of' be inserted."

The purpose of this amendment is to see that this 45 days' compensation which has been provided here in the Bill is the minimum. The agreement was all that could be achieved under the circumstances. It was an agreement on the minimum or the barest minimum of what was necessary. But when we give a legislative sanction to it, let us not keep it in such a way that it bars the way to giving increased amounts of compensations. So let us keep it here as the minimum so that above that figure, the way may be open for increasing the amount of compensation.

In my amendment No. 47, I suggest: "That at page 4,—

(i) in line 16, the word "and" be deleted; and

(ii) after line 16, the following be inserted, namely:—

'(bb) he has been absent on account of sickness or authorised leave with or without pay or accident or a trade dispute, and'"

[Shri S. N. Mazumdar.]

Sir, from our experience in the labour movement we know that it is very difficult for a worker to get leave with wages. So, in order to get leave which is urgently needed by him, he gets it without wages.

So, instead of this provision, "leave with full wages", it should be "authorised leave", otherwise he will be deprived of the very little quantum of benefit which it is the intention of the hon. Minister to provide for him.

Then, coming to amendment No. 48, I discussed the question of the *badli* workmen or casual workmen the other day. Sir, I do not like to dilate much upon this point but from the experience of the different industries, it is absolutely necessary that we provide some means so that the unfortunate workers who are in perpetuity kept on the roll of *badli* workers can have some opportunity for being benefited by the provisions of this Act and, not only this but that they may also be protected against the various devices adopted by the employers to deprive them of the benefits of this Act.

With these words, Sir, I resume my seat.

KHWAJA INAIT ULLAH:

خواجہ عنایت اللہ : جناب وائس

چیئرمین صاحب ؑ میں نے اس خواہش پر چند امینڈمنٹ (amendments) پیش کی ہیں۔

سب سے پہلے میری امینڈمنٹ نمبر ۲۱ ہے۔ جس میں میں نے یہ تجویز کی ہے :

"That at page 4, line 28, for the word 'fifty', the word 'seventy-five' be substituted."

اس قانون کے ذریعہ ورک مین (workman) کو عارضی طور پر کام

نہ ملنے کا ہرجانہ دیا جا رہا ہے۔ - میں مانتا ہوں کہ آنریبل منسٹر صاحب کی نیت بالکل صاف ہے کہ مزدور کو بلا تصور اگر غیر حاضر رکھا جائے یعنی کام کرنے کو تیار ہے اور مالک کے پاس کام نہ ہو تو اس دن کی کمائی کا پچاس فی صدی یعنی آدھی تنخواہ اسکو ملے گی۔ - میں اس ۵۰ فیصدی کو ۷۵ فی صدی کرنا چاہتا ہوں اور اس کی وجہ یہ نہیں ہے کہ میں ۵۰ سے ۷۵ کر کے اس رقم کو زیادہ بڑھا دوں۔ - میں آنریبل منسٹر صاحب کی توجہ ایک حسابی غلطی کی طرف دلانا چاہتا ہوں۔ - اگر آنریبل منسٹر صاحب کی غرض ۵۰ فی صدی دینے کی ہے ؟ اور چونکہ انہوں نے ۵۰ فی صدی لکھا بھی ہے اس لئے یقیناً ان کی خواہش ۵۰ فی صدی دینے کی بھی ہے تو میں کہونگا کہ ان کو حساب میں کچھ غلطی لگی ہے۔ حساب کی غلطی ایک ایسی بات ہے جس کی طرف توجہ دلانا ضروری ہے۔ - اور وہ چاہے کسی وقت بھی ہو جب بھی معلوم ہو جائے اس کو سدھار لینا چاہئے۔ - مجھے یقین ہے کہ یہ حساب کتاب کی غلطی جو ان لفظوں میں ہوگئی ہے اسکو منسٹر صاحب مان لینگے۔ - ہمارے منسٹر صاحب ۵۰ فی صدی مزدوروں کو دینا چاہتے ہیں یہ ایک مانی ہوئی بات ہے۔ -

فنگر میں ان کو حساب کے ذریعہ
سبانا چاہتا ہوں کہ ان کی ملشا تو
۵۰ فی صدی دینے کی ہے مگر دراصل
وہ ۵۰ فی صدی نہیں دے رہے ہیں
اس لئے میں چاہتا ہوں کہ لفظ
۵۰ فی صدی کی جگہ ۷۵ فی صدی
کر دیا جائے تب ہی آپکی نیت
پوری ہوگی اور آپ صحیح معنوں
میں ۵۰ فی صدی دے
سکیں گے۔

یہ حساب کی غلطی میں آپ کو
بتانا چاہتا ہوں۔ قانون کے موجودہ
لفظوں سے تین دن کی تلافی کے بجائے
آپ مزدور کو تیس دن کی تلافی
نہیں دینگے بلکہ صرف ایک دن کی
دینگے۔ فرض کیجئے کہ سلیپر کے
روز ایک مزدور لے آف (lay off)
کھا گیا۔ سلیپر اتوار اور سوموار وہ
تین روز بیکار رہا۔ آپ نے اتوار کا
دن نہیں گنا

'except for such

weekly holidays as may inter-

vene یعنی ایک دن اتوار کی چھٹی
کی وجہ سے اسکو تلافی نہیں ملیگی
اسکا مطلب یہ ہوا کہ اگرچہ اسکو
تین دن کی لے آف میں تیس دن
کی تلافی ملنی چاہئے تھی مگر
اصل میں اسکو ایک ہی دن کی
تلافی ملیگی۔ آپ نے قانون میں
۵۰ فی صدی رکھا ہے مگر آپ اس
طرح سے اسکو صرف ۳۳ فی صدی
ہی دے رہے ہیں۔ حالانکہ قانون

ایکا یہ بتاتا ہے کہ اسکو ۵۰ فی صدی
ملنا چاہئے۔

اسکو یوں بھی کہا جا سکتا ہے
کہ ایک مزدور جو ۳۸ روپیہ ماہوار
پر نوکر ہے اسکی دس دن کی تلافی
۱۶ روپیہ ہوگی۔ اگر وہ دس دن لے
آف ہو جائے تو اسکو ۱۶ روپیہ کا ادسا
۸ روپیہ ملنا چاہئے۔ مگر اس قانون
کے لفظوں سے اسکے دس دن میں دو
سہ چھ اور دو اتوار آجائیں گے اور اس
طرح سے تین چھٹیاں ہو جائیں گی اور
اس کو سات دن کی آدھی تلافی ملیگی
یعنی اسکو ۸ روپیہ ملنا چاہئے تھا
مگر اسکو صرف ۵ روپیہ ۸ آنہ ملیگا۔
۵ روپیہ آٹھ آنہ ۱۶ روپیہ کا ۵۰ فی
صدی نہیں ہوتا۔ یہ ۱۶ روپیہ
کا قریباً ۳۳ فی صدی ہوتا ہے۔ اس
لئے اگر آپ واقعی اسکو ۵۰ فی صدی
دینا چاہتے ہیں تو یہاں پر ان
لفظوں کو ۵۰ فی صدی کی جگہ ۷۵
دیجئے۔ ۷۵ فی صدی کرنے سے اگر
آپ حساب لگائیں گے تو جو آپکا
مطلب ہے وہ بھی پورا ہو جائیگا اور
مزدور کو بیکاری کے دنوں کی آدھی
تلافی بھی مل جائیگی۔ اگر آپ
اس بل کے لفظوں کو نہیں بدلتے
ہیں تو اس سے آپکا مقصد پورا نہیں
ہوگا اور مزدور کو نقصان ہی پہنچے گا۔
یہ ایک ایسی چیز ہے جس میں
کسی طرح کی بحث کی گنجائش
ہی نہیں ہے۔ یہ تو ایک حساب
کتاب کا سوال ہے۔ جو دیکر آپ

[Khawaja Inait Ullah.]

دیکھ لیجئے کہ اس بل میں آپ نے جر ۵۰ فیصدی رکھا ہے وہ صحیح معلوم میں ۵۰ ہی ملتا ہے یا اس سے کم ملتا ہے - اگر آپ اسکو ۷۵ فیصدی کر دیں تو اس کو آدھی تنخواہ مل سکے گی - اس لئے میں چاہتا ہوں کہ آپ کی جو نیت ہے وہی میں چاہتا ہوں اس میں کوئی ترمیم میں نہیں چاہتا -

[MR. DEPUTY CHAIRMAN

میں تو یہ چاہتا ہوں کہ مزدوروں کو ۵۰ فیصدی ہی ملے لیکن جب تک آپ ۵۰ فیصدی کی جگہ ۷۵ فیصدی نہیں کرتے انکو ۵۰ فیصدی ہوگز نہیں مل سکتا گرچہ آپ اس بل میں ۵۰ ہی فیصدی مزدوری بیکار مزدوروں کو ملنے کا قانون بنا رہے ہیں لیکن قانون کے لفظوں سے روزانہ مزدوری پر کام کرنے والا مزدور ماہواری تنخواہ پر کام کرنے والا چاہے وہ تین روز کے لئے بیکار ہو جائے یا دس روز کے لئے بیکار ہو جائے اسکو صرف ۳۳ فی صدی ہی ملے گا جو کہ آپ کے ۵۰ فیصدی دلانے والے مقصد کو پورا نہیں کریگا - قانون کے لفظوں میں دو یا اردو چار ہی ہو سکتے ہیں وہ کسی بھی طرح سے ۵ نہیں ہو سکتے - اس لئے ۵۰ فی صدی دینے کے لئے آپ کو یہاں پر ۷۵ فیصدی

لگانا ہوگا - اگر آپ ایسا نہیں کرتے تو اسکا مطلب یہ ہوگا کہ آپ ان کو صرف ۳۳ فیصدی دے رہے ہیں -

اسکے بعد دوسری میٹری ترمیم نمبر ۲۲ ہے -

MR. DEPUTY CHAIRMAN: I want to finish all the stages of this Bill today and I request the hon. Members to co-operate with me. We have already devoted four days to this Bill. Please be brief, Mr. Inait Ullah.

KHWAJA INAIT ULLAH: Yes, Sir, I will try to be as brief as possible. It is a question of poor labourers.

MR. DEPUTY CHAIRMAN: That is why we have taken four days over this.

KHWAJA INAIT ULLAH: I was discussing the question of arithmetic and that should be understood by our hon. Labour Minister.

SHRI S. P. DAVE: There are no wages for Sundays. Wages are paid only for week-days.

KHWAJA INAIT ULLAH: There are so many establishments where the workers are paid on monthly basis.

تو میں عرض کر رہا تھا کہ آپ نے ہر سال ۳۵ دن تک بیکاری کی آدھی تنخواہ پانے کے بعد بھی مزدور کو کچھ فائدہ پہنچانے کی مہربانی کی ہے - مگر میرا حکومت سے یہ کہنا ہے کہ اس قانون میں جو ۳۵ روز کے بعد لے آئے ہوگا اس کو کچھ فائدہ نہیں پہنچے گا بلکہ ان لفظوں کا گورکھ دھندا

کبھی مزدور کو نقصان ہی پہنچا دینا اور فائدہ نہیں ہونے دینا
for further continuous ^J*i periods of more
than one week at a time.

میدرا کہنا یہ ہے کہ کارخانے والے
اتنے بیوقوف نہیں ہوں کہ ۶ روز کے
بعد ایک روز کے لئے بھی مزدور کو
کام نہ دیں اور مزدور کو سات دن
پورا (compensation) سال میں ۳۵
دن کا تو ان کو کمپنیشن
دے دیا اسکے بعد
جب ان کو لے آف کرنا ہوگا تو وہ ۶
روز تک مزدور کو بیکار بیٹھا دیں گے اور
ایک روز بٹ لیں گے اور ۶ روز کام
کرانے کے بعد پھر لے آف کر دیں گے۔
اس طرح سے کارخانے والے آپکے قانون
کا جو مقصد ہے اس کو کبھی پورا
نہیں ہونے دینگے۔ اس لئے میری
آپ سے درخواست ہے کہ آپ اس بات
پر بھی غور کریں۔
اسی لئے میں نے آپ سے
درخواست کی ہے کہ اس کلاز سے
صرف یہ ہٹا دیا جائے :

"of more than one week at a time".

پھر یہ اس طرح ہو جائیگا :

"during the same period of twelve
months he is again laid off for further
continuous periods, he shall, unless there is
an agreement to the contrary, etc., etc."

آپ نے یہ جو ایک ہفتہ کا وقت
رکھ دیا ہے ایک ساتھ یعنی
"more than one week at a time".

اسکو ۳۵ روز کے بارے میں تو نہیں
رکھا ہے یعنی "at a time" کی قید
اس میں نہیں لگائی ہے۔

MR. DEPUTY CHAIRMAN: Please do not
repeat the same thing time and again.

KHWAJA IN AIT ULLAH: I want to press
this matter.

MR. DEPUTY CHAIRMAN: You have
pressed far enough.

KHWAJA INAIT ULLAH: All right, Sir.

اس کے بعد میری ۲۷ نمبر ہے۔ اس
پر پہلے دن میں بہت کچھ بول چکا
ہوں۔ میرا مطلب صرف یہی ہے
کہ آپ نے جو رعایتیں مزدوروں کو
دی ہیں اس کے ساتھ کارخانہ داروں
کے بیچنے کے لئے کچھ خاص خاص
باتیں بھی لکھ دی ہیں کہ اگر یہ
الفاظ ایسے ہی رہے تو مزدور کو لے
آف نہیں ملے گا۔ مثلاً ایک بات
آپ نے یہ لکھ دی ہے :

"if he refuses to accept any alter
native employment in the same
establishment from which he has
been laid off or in any other estab
lishment belonging to the same
employer....."

میں سب پڑھ کر کے وقت ضائع
نہیں کرنا چاہتا ہوں۔ مجھے لفظ

[KHWAJA INAIT ULLAH.]

"alternative employment" کے

صحیح معنی سمجھ میں نہیں آتے -

"اس کے معنی یہ ہونے کہ کوئی مزدور

کوئی بھی کام کرتا ہو کسی بھی

کرید کا کام کرتا ہو اس کو نیچے سے

نیچے کام کے لئے لگایا جا سکتا ہے -

اگر اس کے مالک نے کہا کہ جا کر

اس کام کو کرو اور وہ اس کام کو کرنے

سے انکار کرتا ہے تو اس کو بے کار بیٹھنے

پر مجبور کیا جائے گا -

مستوی کا کام کر رہا ہے اور اگر لوہار

مستوی کا کام نہیں رہا تو کوئی اور

دوسرا لہجہ کا کام کرنا ہوگا یا ایک

مزدور کسی مل میں ٹائیسٹ کا کام

کرتا ہے اور ٹائپ کا کام نہیں ہے تو

پھر وہ دفتر میں کوئی اور فنل

ورک (file work) کر سکتا ہے -

اس طرح کام کا بدلہ ہو سکتا ہے -

مگر آپ نے اس کا میدان بہت کھلا

کر دیا ہے - کیونکہ اس قانون میں

لکھا ہے :

"if, in the opinion of the employer such alternative employment does not call for any special skill or previous experience and can be done by the workman"

کا معاوضہ نہیں ملے گا - میں آپ

سے درخواست کرنا چاہتا ہوں کہ اگر آپ

تھوڑے دنوں کے لئے گھوڑے کی لکام کو اس

طرح کھلی چھوڑ دیں گے تو پھر بڑی

دقت پیش آئے گی - ہم کو یقین ہے

کہ مل والے کس طرح ایسے قانونوں

سے بچنے کی ترکیبیں نکال لیتے ہیں

اور جو قانون آپ غریبوں اور مزدوروں

کے لئے بناتے ہیں ان سے وہ کس

طرح بچنے کی کوشش کرتے ہیں -

وہ جس مزدور کے لئے یہ چاہیں گے

کہ اس کو بیکاری کے دنوں کی ادھی

مزدوری نہ دی جائے اس کے لئے ایسا

کام بتا دیں گے جو کام کہ اس کی

پوزیشن، اس کی عزت اور میں تو

کہوں گا کہ اس کی طاقت کے بھی

خلاف ہو - کیونکہ آپ نے یہ نہیں

"in the opinion of

the employee"

"in the opinion of the em-

ployer"

مالک نے ایک کلرک سے کہہ دیا کہ

تم مٹی کھود سکتے ہو اور اس لئے

آج مٹی کھودو تو پھر اس بیچارے

کلرک کی تو مصیبت آ جائے گی

جو کہ دن بھر قلم چلایا کرتا تھا وہ

کہ دے گا کہ حضور میں یہ کام

نہیں کر سکتا - اس پر اس سے وہ

کہیں گے کہ جاؤ یہ آف گا۔ پھر

نہیں ملے گا - اس لئے میں چاہتا ہوں

^alternative employment

"of the same nature"

کے بعد
بڑھا دیا جائے - اس تبدیلی
سے قانون کی منشا میں کوئی
فرق نہیں پڑے گا -

MR. DEPUTY CHAIRMAN: You mean the same establishment?

KHWAJA IN AIT ULLAH: Maybe in the same establishment or within a radius of five miles from the establishment. But I want the employment to be of the same nature. I want the words "of the same nature" to be added.

MR. DEPUTY CHAIRMAN: All right, please come to your next amendment.

KHWAJA INAIT ULLAH:

خواجہ عیسیٰ اللہ: میرا دوسرا

امendment نمبر ۱۹ ہے - میں اس
پر کچھ کہنا چاہتا ہوں -
آپ نے جہاں یہ لکھا ہے:

"Workmen not entitled to compensation in certain cases:—"

اس کے بعد نیچے یہ لکھ دیا ہے .

"(hi) if such laying off is due to a strike or slowing down of production on the part of workmen in another part of the establishment."

یہ پڑھ کر مجھے پورے زمانے کی
باتیں یاد آتی ہیں کہ کسی نے ایسا
کہا تھا کہ اگر قصوروار سامنے نظر
نہیں آتا ہے ؟ پکڑا نہیں جاتا ہے تو
جو سامنے آجائے اس کو سزا دیدو -
اگر ٹورمین [foreman] نے اسٹرائیک
(engine; [strike] کر دیا اور []
نہیں چل رہا ہے اس لئے دوسری

جگہ جتنا اسٹاف (staff) ہے جو
کہ بیچارے صبح سے شام تک آپ
کے پاس بیٹھے ہوئے ہیں ان کو کام
نہیں ملا ہے تو ان کو بھی کچھ
مزدوری نہیں ملے گی - اگر اسٹرائیک
(department) کسی ڈیپارٹمنٹ

میں ہوئی ہے تو پھر اس ڈیپارٹمنٹ
کو اس کا نقصان اٹھانا چاہیئے باقی
سب ڈیپارٹمنٹ والوں سے اس کا کوئی
تعلق نہیں - اس کا ذمہ وار اگر مزدور
ہے تو مزدور نقصان اٹھائے گا اور اگر
مالک ہے تو مالک نقصان اٹھائے گا - مگر
جب کہ کارخانہ اس جگہ سے دو ایک
میل کی دوری پر ہے جہاں پر کارخانہ
کو چلانے کے لئے الیکٹرک مشین
(electric machine) چل رہی ہے یا
واٹر پمپ (water pump) چل رہا ہے
اور اس جگہ اگر اسٹرائیک ہو جاتی
ہے تو اس حالت میں کارخانہ کے
مزدور کو جس کو اسٹرائیک کی خبر
بھی نہیں ہے بلا قصور سزا ملے گی -
اگر اس کے بال بچے بھوکے رہیں گے -

اس کے بعد میرے amendment نمبر
۳۱ اور ۳۲ آتے ہیں - نمبر ۳۱ میں
میں نے کہا ہے کہ :

"at page 5, line 45, for the word 'fifteen' the word 'thirty' be substituted."

AN HON. MEMBER:

-j& (double)

ایک انریبل ممبر: یہ تو قبل

KHWAJA INAIT ULLAH:

خواجہ عیاض اللہ : قبل نہیں
یہ اتنا ہے جتنا کہ اور سب جگہ ہے
بلکہ ریلوے (Railway) میں
گریجویٹی دینے وقت ۱۶-۱۵ مہینے
کی تنخواہ ملتی ہے - انشورنس
ورکروں (insurance workers) کو
بھی مہینوں کی تنخواہ دلائی گئی
ہے - اس طرح میں چاہتا ہوں کہ
پندرہ دن کی بجائے تیس دن کر
دئے جائیں -

SHRI V. V. GIRI: I want to make it clear
that the gratuity the person is entitled to is in
addition to compensation.

KHWAJA INAIT ULLAH:

خواجہ عیاض اللہ : ذخیرہ اگر
انعام میں گریجویٹی ملنے والی
ہے (reading) میں اس ترمیم پر زور
نہیں دیتا "for every completed year of

"service" دیا گیا ہے میں چاہتا
ہوں کہ غلط فہمی مٹانے کے لئے اس کی
جگہ پر یہ الفاظ رکھ دئے جائیں:

"multiplied by the number of years of
service put by the workman."

اس پر میں فرسٹ ریڈنگ (first)
کے وقت کہہ چاہوں
اور میں سمجھتا ہوں اس کے بعد
انریبل منسٹر صاحب نے جو جواب
دیا تھا اس میں انہوں نے وہی بات
کہی ہے جو میں نے چاہی
تھی - ان کا مطلب بھی وہی ہے
کہ جس روز سے کسی نوکر کو سوتوف

(Amendment) Bill, 1953 1946

کر دیا جائے گا اس روز کی تنخواہ
اس کے پچھلے سالوں کی نوکری سے
جوڑ کر دی جائے گی - اس لئے اس
پر بھی میں بہت زور دینا نہیں
چاہتا ہوں -

اس کے بعد امینڈمنٹ نمبر ۳۳
آتا ہے جو کہ ذرا ضروری ہے - اس
میں ہے:

"At page 6, lines 7-8, the words 'unless,
for reasons to be recorded, the employer
retrenches any other workman' be deleted."

"Where any workman in an industrial

ریٹرنچمنٹ کرنے کا طریقہ آج تک
ہماری حکومت نے تمام مزدوروں سے
کام کرانے والوں کو یہی بتایا ہے کہ
جب تم کو مزدوروں کو کم کرنا پڑے
تو سب سے جونیئر (junior) مزدور
کو نکالا جائے اور یہاں بھی بل میں
یہ کہا گیا ہے کہ:

establishment who is a citizen of India is to

" unless for reasons to

be recorded the employer

retrenches any employee

be retrenched and he belongs to a particular
category of workmen in that establishment,
in the absence of any agreement between
the employer and the workmen in this
behalf, the employer shall ordinarily

یہاں تک بہت تھیک ہے - بڑے
انصاف کی بات ہے - مگر پھر اس
کے آگے

رکھنے کی ضرورت ہے؟ یا تو پہلے
ہی کے لفظوں کی ضرورت نہیں ہے

retrench the workman who was the last
person to be employed in that category."

یا پھر ان کی ضرورت نہیں ہے۔ یا پھر کہلم کھلا ایسا رکھئے کہ مالک جس کو چاہے اپنی مرضی سے نکال دے۔ اور اگر آپ ایک قاعدہ بناتے ہیں کہ مالک سینیوریٹی (seniority) اور جونیوریٹی (juniority) کے

لاحظ سے نکالے گا تو پھر یہ بات اس قاعدے کے خلاف پڑتی ہے کہ وہ کسی خاص آدمی کو اگر نکالنا چاہے تو خالی وجہ لکھ کر اس کو نکال دے۔ میں چاہتا ہوں کہ ان بعد کے لفظوں کو ایک دم ازا دیا جائے۔ اور اگر ایسا نہیں کیا گیا تو میں کہتا ہوں کہ مزدوروں کے ساتھ مل مالک ایسی زبردستی کر سکتے ہیں جس کا کوئی علاج نہیں ہوگا۔ اس لئے میرا کہنا ہے کہ میرے امینڈمنٹ نمبر ۳ کو "unless for reasons to be recorded the employer retrenches any person." &&*. J> "unless for specific charges established against any other workman the employer retrenches that work-man. - J&& (*)

6 P.M.

یہ تو ایک بات ہوئی۔ اگر کوئی کارخانے کا مالک کسی آدمی کو اس کا حق چھین کر بے ترتیب نکالنا ہی چاہے گا کیونکہ وہ بھی ایسی کی لیبر یونین (labour union) کی میٹنگ میں اپنے حق کے لئے بول 112 C.S.D.

جاتا ہے تو پہلے اسی کو پکڑے گا خواہ وہ کتنا ہی پرانا کیوں نہ ہو۔ کیونکہ خالی اس کے اتنا لکھا دینے سے وہ کہ ہم اس کو نکالنا چاہتے ہیں کوئی انصاف کی بات نہیں دھکتی ہے۔ یہ آج کے زمانہ کا قانون نہیں ہے۔ یہ تو بہت پرانا قانون ہے کہ صرف بادشاہ کی مرضی پر سب کچھ من مانی چل جاتا تھا۔ آج کے زمانے میں مالک کی مرضی پر مزدوروں کو چھوڑنے کا نہ ہماری حکومت کا خیال ہے اور نہ ہماری ہی ایسی خواہش یا نیت ہے۔ اس لئے میری گزارش ہے کہ میرے دونوں امینڈمنٹوں میں سے ایک امینڈمنٹ تو ضرور مان لیا جائے۔ ۳۳ کو مان کر ان لفظوں کو ہی نکال دیجئے۔ اور اگر کچھ نہ کچھ اختیار مالکوں کو دینا ہے تو امینڈمنٹ نمبر ۳۴ بھی مان لیا جائے جس سے اگر کوئی مالک بغیر ترتیب کسی کو نکالنا چاہے تو ایسے ہی شخص کو نکالے جس کے خلاف کوئی جرم ثابت کیا جا چکا ہو۔

اس کے بعد میرا امینڈمنٹ نمبر ۳۵ آتا ہے۔ وہ بھی مالک کی خود مختاری پر روک لگانے کے خیال سے پیش کیا گیا ہے۔

MR. DEPUTY CHAIRMAN: You want re-employment by seniority.

KHWAJA INAIT ULLAH: Yes, Sir, you have understood, but I think the hon. Minister has not.

MR. DEPUTY CHAIRMAN: Hon. Members already, understand the import of your amendment.

SHRI ABID ALI:

شری عابد علی: ہم نے سمجھ
لیا ہے -

KHWAJA INAIT ULLAH: If he has understood, then it is all right.

اگر یہ بات مجھے معلوم ہو جاتی
کہ یہ سارے امینڈمنٹس (amend-
ments) پہلے ہی سے سمجھ لئے گئے
ہیں تو میرا یہ ادھا کپٹتہ بچ جاتا -
اب میں ان الفاظ کے ساتھ خاص طور
سے انریبل مینسٹر صاحب کی توجہ
اس طرف دلاؤں گا کہ وہ بیکاری کے
زمانہ کے لئے معاوضہ کی شرح ۵۰
فیصدی سے بڑھا کر ۷۵ فیصدی کر
دیں - کیونکہ میں اس کو ثابت
کر چکا ہوں کہ یہ جو ۵۰ فیصدی
رکھا گیا ہے وہ کپٹتے کپٹتے ۳۳ فی
صدی تک آ جاتا ہے - اس لئے اگر
آپ کو ۵۰ فیصدی دینا ہے تو ۷۵
فیصدی کر دیجئے -

[For English translation, see Appendix VI, Annexure No. 81.]

SHRI M. MANJURAN: Mr. Deputy Chairman, I shall be very brief, because this debate has been tiring everybody and I am also talking in vain. Still, I would like that my suspicions should be recorded as much as possible. My amendments Nos. 50 and 51 relate to 25C where it is stated:

".....he shall be paid by the employer for all days during which he is so laid-off, except for such weekly holidays as may intervene, compensation which shall be equal to fifty per cent, of the total of the

(Amendment) Bill, 1953 1950

basic wages and dearness allowance that would have been payable to him had he not been so laid off."

Then there is a proviso to this:

"Provided that—

(a) the compensation payable to a workman during any period of twelve months shall not be for more than forty-five days except in the case specified in clause (b)."

I had raised this doubt initially, and the hon. the Labour Minister during the course of his speech informed us that proviso (b) would cure whatever fault has been brought in by proviso (a). I am afraid I do not understand it. I want to know what this means. If a period of 45 days is prescribed for lay-off, then why should (b) say that if further lay-offs occur of continuous periods of more than one week the worker would be entitled to lay-off benefits? Either I do not read the whole thing properly or I do not understand it properly. If I do not understand it properly, I believe labour will not understand it properly. It is easy to say that there is nothing very difficult about it. Does the second proviso mean that the initial period of lay-off may be anything from 45 days to 200 days? I would like to have an assurance from the hon. the Labour Minister on this point. Let the compensation be 50 per cent, as it is there for every day that a worker is laid off. If that were the case, why is proviso (a) there? It is redundant, superfluous and meaningless. Of course I am neither a barrister nor have I even the pretensions of being a lawyer but I have got sufficient commonsense in me to understand that restrictions and provisos qualify the clauses and regulate them. If that were so, why should there be a qualification to 25(C) as it stands that the worker would get such lay-off benefit for all the time that he is laid-off? Why this 45 days? What is the immutability of 45 days? What reason is there behind those 45 days? After all this is a law. What is this 45 days? You might have I entered into agreement with anybody,

I have entered into agreement with • other people and it might be the greatest man of the world that entered into a particular agreement. Their integrity I am not questioning, their honesty I am not questioning, I am not questioning their past services and the section 144 that surrounded them and the troubles and tribulations they passed through and all other difficulties that an earlier regime placed before them, but when we are confronted with the same situation under the present regime, it is for us to be reassured that there is no trouble in this. But I feel there is trouble in it because the question is whether the employer has a right to lay-off for 100 days or 200 days and then what is the maximum number of days to which the worker is entitled for the benefit. That is only 45 days according to this and I would like that this matter should not have been left out with that kind of levity as if I did not understand what is proviso (b). I understood that it in no way takes away the sense of proviso (a) and if it does, then proviso (a) remains superfluous.

Then I may again point out with reference to my next amendment that it only seeks that lines 43 to 48 be deleted. Those lines read:

"Provided further that it shall be lawful for the employer in any case falling within clause (b) of the first proviso to retrench the workman in accordance with the provisions contained in section 25F, any compensation paid to the workman for having been laid-off during the preceding twelve months being set off against the compensation payable for retrenchment."

I believe that that also is not necessary because he is at first entitled to compensation under lay-off. Then if he is to be retrenched, he should be entitled to compensation according to the retrenchment clause. Both cannot be put together. As I have already pointed out, when he is laid-off he has the obligation of calling at the gates of the factory every day. Otherwise he is not entitled to that benefit.

When you are imposing a condition, his compensation for retrenchment cannot be touched because lay-off is very different from retrenchment as conceived in this Bill itself. These are two entirely different things. So once you pay him compensation for lay-off, that means that compensation for retrenchment as provided in this Bill should be given to him if he is to be later retrenched. But under this no employer need pay that. That, according to me, is something against the labourer. An obligation is enjoined on him during the course of the lay-off to be present in the factory at certain times and which alone is discharged in the first part. When that obligation is there, your wiping out that compensation against retrenchment compensation is unfair. So I have suggested that fifteen days' compensation should be substituted by 45 days' compensation. Compensation of 15 days' wages will not be enough at all. When a man has been in service for several years, he is given compensation only at the rate of 15 days. Take a man who has put in five years' service. He will get something very negligible. What is the condition in which you are retrenching him? There is no alternative employment possible and according to information with us, there is no alternative employment available in this country. So why do you give him this negligible benefit only? The purpose for which you give a benefit should be served by that. But I think this 15 days' compensation per year would be just enough for him to live for two months or two-and-a-half months' time. That is what he gets after working for five years. Will that be enough to enable him to keep on till he finds another employment? I think if that is the intention, then something substantial should be given to him, if you are trying to ensure him against the uncertainty of unemployment. That is not done. The man has put in one year of service and he gets almost nothing and the man who has put in five years gets a negligible amount. Sir, it seems this is only a measure to satisfy labour that something has been done for them. It is

[Shri M. Manjuran.] just an attempt to be charitable and to satisfy somebody, but it will not satisfy labour. I feel they should have been left to themselves, but the Government is afraid that agitations might arise, troubles might arise, revolutions might take place. So in order to give them some false hopes, in order to create the feeling that Government is going to do very many things later on, in order to pacify labour, they have made this suggestion. After all, industrial labour is organised and you have got to break that organisation by getting some people out and then dealing with the rest as you think proper. Industrial labour is the only portion of labour which can be effectively organised. The number that can be thus effectively organised should be reduced. So you are coming out with some kind of a charity. But I would say, if you want to do a thing, do it well. So I have suggested that you should give them at least 45 days' wages and dearness allowance per annum in case of retrenchment.

Sir, I have another amendment— No. 59.

MR. DEPUTY CHAIRMAN: But is any speech required on that amendment? It is quite self-explanatory.

SHRI M. MANJURAN: No, but there is only one.....

MR. DEPUTY CHAIRMAN: It is sufficiently explanatory, I think.

SHRI M. MANJURAN I don't know.

MR. DEPUTY CHAIRMAN: Yes, it is. There is no ambiguity about it.

SHRI M. MANJURAN: I have eliminated something.

MR. DEPUTY CHAIRMAN: But we have hardly ten minutes left. Do you want to continue with this Bill on Monday also?

SHRI M. MANJURAN: I do not want that. I will not say much, I want only just a few minutes.

Sir, this is regarding the procedure of retrenchment. I have left out mention of a particular category. I have strong objections to that because a labourer can at any time be transferred to any particular category by an employer and retrenched according to the procedure laid down here. So I have strong objection to the use of the term "category" there as it is very difficult in the present industrial system to arrive at the proper category. Whether it may or may not be done, I feel that there is quite a good possibility. For, what is taken for granted here is that a man should leave service according to seniority, the last man going first. But, Sir, if categories are introduced it will require a clear explanation. What are these categories? Every industrial establishment, as far as I understand, is divided into so many departments and so many sub-departments. There can be so many troubles about it. Where are you going exactly? This word "category" has not been defined. So long /as it is undefined trouble about category would arise. That is why I wanted to speak about it. If you go on with the considerations of category, a man in a category can be transferred to another category only for the purpose of retrenchment because he is undesirable, he is very active in trade union or if he creates some trouble for some reason or other. What guarantee is there that he is not going to be retrenched? Another point is, as it is self-explanatory, I want that retrenchment should take place also of people who have put in the maximum service. If a man is about to retire or is due to retire in a year or in two years or in three years he may be retired. It might also be advantageous because young people with greater energy and greater efficiency might be available for industry. I know that it is difficult for workers in old age to get alternative employment but we have to take it that we are living in a country where

it is impossible for young workers to get employment at all.

I do not want to prolong this any further but I would say that these are the few points that I would like the hon. the Labour Minister to take into consideration. I do not think that he will because he has already entered into a contract which is now imposing on us. We take it this way; it may be swallowed this time. You have done it but next time do not do it.

SHRI C. G. K. REDDY: Mr. Deputy Chairman, there are only five minutes left, but I shall deal with the three or four amendments that I have moved.

SHRI V. V. GIRI: What are your amendments?

SHRI C. G. K. REDDY: They are 56, 57, 58 and 63.

Sir, so far as the first three amendments are concerned, 56, 57 and 58, they refer to the quantum of compensation that is to be paid for retrenchment. Now, Sir, I do not know whether even some of our sympathisers would think that my intention in some cases to quadruple the compensation to be paid and in other cases to double it would be justified. It may be said that it is a big charge on the industry and possibly will weigh more heavily than did the others but I should like once more to remind the House that although this Bill has been welcomed by almost all sections of the House with very few exceptions, negligible exceptions, we must also see to it—as we have accepted the principle—that the workers who are going to get justice get adequate justice.

Now, Sir, the clause as it stands, the new section that is going to be inserted, section 25F, if it is going to be passed without any amendment at all, would mean that for every completed year of service a workman will get fifteen days' compensation.

As we know, in some of the industrial establishments there is gratuity but in most of the industrial establish-

ments there is no such thing as gratuity. There is no such thing as retiring benefits. Now, if a worker has worked 25 years of his best life, all that he would get is one year's average wages which in my opinion and which in every one's opinion will be considered as totally inadequate as a security for his future. If a man has reached the age of 50 or 55 there is little chance of his getting any job at all elsewhere, and even if he is 40 the likelihood of his getting another employment is very much diminished. So in that case he will have to carry on for the rest of his life with 10 or 12 or 13 months of average pay.

Now my intention is to double it in the case of those workers who have completed five years or less. If they are retrenched they get a maximum of five months' average pay as compensation with which they may be able to get along until they are able to find another source of livelihood. In the case of those who are retrenched after having put in more than five years of service, the intention of my amendment is to give them, in addition to giving them as many months' average pay as compensation, a gratuity equivalent to one month's average pay for every year of service of over five years.

Now, Sir, two months' average pay for every year of such service may be said to be a great charge and the argument may be put that "you are going to kill the industry". To that point of view my argument would be that the private industries have everything in their favour today. For planning the industry they do as they like. If we want certain social justice to be given, it is their responsibility to find out the means to see that the workers are not retrenched without getting adequate compensation. It is no use trying to put the responsibility on us, on the rest of the people of the country. It is no use saying, "We shall have all the powers, we shall have all the powers to plan our industry in any manner that we like, manage our industry in the most inefficient manner that we are capable of, do

[Shri C. G. K. Reddy.] what we like with our industry—" But so far as their social obligations towards the people who are producing the products and from which they are making enormous profits are concerned, it is no use saying, "We are not responsible. It is for the State or it is for somebody else to take the responsibility."

That, in my opinion, is a very unreasonable argument. Today either you give up your power and your freedom to plan your industry as you like, to do what you like with your workers, to do what you like with your establishments and agree to the State taking it over completely, or, if you want to be given a field for you, if you want to be given the power to plan your industry as you like, to dump whatever you want into the market and get protection for it through the Government, then you must also rise to your responsibilities, the elementary responsibility, and you must shoulder the social obligation. If you are not prepared to do that I feel that it is most unreasonable.

Therefore, Sir, it is my contention that if there is going to be retrenchment today or if there was any retrenchment yesterday or it is going to be tomorrow it should be the responsibility of the private industry adequately to compensate for it. It is their responsibility and no one else's because they have had adequate opportunity to plan their industries for the future—not only for today, for the future also—to see how much they are going to produce and in manner they are going to produce, whether its product is unfit to satisfy the consumer. In all these things they have had complete freedom. If they have made a mess of the thing at a later date we are not going to allow the workers who have made profits for them to suffer for them. Retrenchment is the responsibility of the industries and the industries alone. It is not workers who are responsible for retrenchment. It is because of the bad management, it is because of the inefficiency, it is because of incompetence and it is because of

the lack of planning that this is going happen and I am sure even my hon. friend, Mr. Parikh, will agree with me when I say that when there is retrenchment it will occur only in those units of industries which are inefficiently managed and which do not look ahead. They engage 2,000 people today and make quick profits and kill the industry by their own inaction and inefficiency and then expect the workers to be on the streets. Therefore this is the minimum responsibility that the industrialists must take upon their shoulders; they must plan in such a manner that they, by paying insurance premia and by other ways, safeguard their own future; they must also see to it that the workers who are working in the industry are also safeguarded against an indefinite future by putting away some money for their benefit.

Now, Sir, the last amendment which is in my name is regarding more or less the last clause, that is sub-section (2) of new section 251. Sir, I have already drawn the attention of the hon. Minister and the fears which I expressed yesterday have been confirmed by him. He said that the existence of this proviso within the clause itself would debar any worker or any workers' association going to the court and getting a compensation higher than is provided for in the Act. That, in my opinion, is most unjust and I think we are doing a very grievous wrong, because I have pointed out, and the hon. Minister agreed, that there have been cases where compensation had been paid rather at higher rates than has been provided for here. His argument, was this. Because we are going to extend the payment of compensation and other facilities to almost the entire section of workers—not all of them, but to a large section of the workers—who do not enjoy them, the small section of others much suffer. I do not accept that argument. I do not expect that once a small section has established by adjudicators awards that they are entitled to a higher compensation, we should seek to withdraw that concession. A

progressive legislation must not take away any right that may have been established or will be established if things are left alone. A progressive measure should not, in the name of giving more facilities for a larger section of the people, take even the smallest advantage which would have been enjoyed if that legislation were not there. Therefore, Sir, that particular argument I cannot accept and I do not think even the hon. Minister for Labour can think that it is a just proviso which takes away certain rights. I would press all the amendments regarding the rate of compensation to be paid, and certainly oppose vehemently the inclusion of that proviso which takes away the right which would have been exercised to the advantage of a certain section of the workers but for this Act.

MR. DEPUTY CHAIRMAN: We shall sit for half an hour more and finish this.

SHRI V. V. GIRI: Sir, I really have not much to say on the various amendments that have been placed before the House. In fact, leave alone the other House where all these amendments were discussed threadbare, here also during the first reading I made, in my own humble way, the viewpoint of the Government quite clear with regard to the various amendments. I will only just try to reply to a few of them which might not have been touched and might have been left out by accident.

Sir, the object of amendment No. 16 is to exclude from seasonal character the departments of seasonal factories which may contain more than five workers employed for more than 180 days in a continuous period of 12 months. There was a similar amendment in the House of the People. If in seasonal establishments we seek to protect the workers who are normally employed continuously for more than 180 days or more, the employer will obviously resort to reducing their employment to less than 180 days. The amendment will do the workers more harm than good. Moreover, it

will go contrary to the previous agreement. Apart from this he may get rid of a few workers who may be in the seasonal factory for the rest of the year and may deprive them of their services and employ new people. Therefore, I think we will be doing more harm than good by having such an amendment.

Then, amendment No. 18. This is to reduce the period of 240 days' prescribed computing continuous service to 200 days. The effect of reducing 240 days for constituting continuous service to 200 days will give rise to a number of difficulties. The practice is already very generous. There is no case for reducing it to 200.

MR. DEPUTY CHAIRMAN: The other amendments fall through.

SHRI V. V. GIRI: I am sorry to say I cannot accept it.

SHRI S. N. MAZUMDAR: What about amendment No. 26?

SHRI V. V. GIRI: Amendment No. 26—the provision sought to be made by the amendment is already covered by the proviso to sub-section (1) of section 251.

Then, I come to amendment No. 48. This is not acceptable, this exclusion of a *badli* workman or a casual workman. The *badli* and casual workers are part of the workers and even so the Bill restricts it so that "a *badli* workman will cease to be regarded as such for the purposes of this section 25C, if he has completed one year of continuous service in the establishment".

My -hon. friend, Mr. Inait Ullah wanted by amendment No. 27 that after the word "employment", the words "of the same nature" be inserted. The object is that alternative employment should be of the same nature. Sir, if alternative employment could be found of the same nature, there may be no need for lay-off at all. Sub-section (1) of section 25E contemplates that any work which the workman will be

[Shri V. V. Giri.] able to perform will be allotted as alternative employment. In this country, there are trade unions existing in every industry which will certainly protect the workers, which will certainly get into touch with the employers and negotiate. If the employer chooses to give some work which is of a derogatory nature, the employer will pay very soundly for it. I do not contemplate any trouble here. Sir, I do not accept the amendment.

As regards amendment No. 29, its object is to allow lay-off compensation even in the case of a strike or slowing-down of production on the part of a workman in another part of the establishment. There was a good deal of discussion about it. It was an integral part of the agreement from which I cannot depart.

Then, Sir, amendment No. 30 seeks to make 15 days' average pay as the minimum and not the maximum. The intention is to fix retrenchment benefits at least at 15 days' average pay for every year of service and not to make it the minimum. If it is made the minimum, adjudication will frequently have to be ordered to find out what higher benefits should be given in any particular establishment. I am sorry, Sir, I am unable to accept this amendment.

I do not think, Sir, that I have anything more to say but I am sorry to say that I cannot accept any of the amendments for the reasons already given.

MR. DEPUTY CHAIRMAN: Anybody withdrawing any amendments?

SHRI S. P. DAVE: Sir, I beg to withdraw my amendments.

f Amendments Nos. 20 and 23 were, by leave, withdrawn.

KHWAJA INAIT ULLAH: Sir, I beg to withdraw my amendments.

tFor text of amendments, *vide* cols.

tAmendments Nos. 21, 22, 27, 29, 31, 32, 34 and 35 were, by leave, withdrawn.

SHRI S. N. MAZUMDAR: I beg to withdraw my amendment No. 16.

tAmendment No. 16 was, by leave, withdrawn.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 3, lines 33 to 35 be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 3, at the end of line 44, the following be added, namely: —

'and a plantation as defined in clause (f) of section 2 of the Plantations Labour Act, 1951 (LXIX of 1951).*"

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 3, at the end of line 44, the following be added, namely: —

'or a railway running shed or the whole operational area of an irrigation or hydro-electric project either completed or under construction or a plantation as defined in clause (f) of section 2 of the Plantations Labour Act, 1951 (LXIX of 1951)."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 4, line 2, for the words 'two hundred and forty days', the words 'two hundred days' be substituted."

The motion was negatived.

1921—1924 *supra* respectively.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 4, line 15, for the words 'full wages', the word 'permission' be substituted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 4, line 46, after the word 'workman', the words 'over and above the amount payable for a period of forty-five days' be inserted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 5, at the end of line 6, the following be added, namely: —

'or worked in the establishment for not less than three hundred and sixty days during a period of twenty-four calendar months.'"

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 5, after line 6, the following be added, namely: —

'(2) The provisions of this Chapter shall not operate to the prejudice of any rights to which a workman may be entitled under the terms of any award, agreement or contract or services, where any such award, agreement or contract of service provides for a longer period and for more compensation.'"

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 5, line 22, the words 'in the opinion of the employer' be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 5, line 45, after the words 'equivalent to', the words 'a minimum of be inserted.'"

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 6, lines 7-8, the words 'unless for reasons to be recorded the employer retrenches any other workman' be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 3, line 30 for the word 'fifty', the word 'ten' be substituted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 3, after line 35, the following be inserted, namely: —

'Provided that such employees, whose services are necessary for the maintenance of the building, machines or other materials connected with the industrial establishment shall be entitled to the benefit conferred under this Chapter.'"

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That, at page 4—

(i) in line 16, the word 'and' be deleted; and

(ii) after line 16 the following be inserted, namely: —

'(bb) he has been absent on account of sickness or authorised leave with or without pay or accident or a trade dispute, and'."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 4, lines 22-23, the words and brackets '(other than a *badli* workman or a casual workman)' be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 4, line 29, after the words 'dearness allowance', the words 'and such other personal wage or personal allowance' be inserted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 4, lines 33-34, for the words 'forty-five days', the words 'ninety days' be substituted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 4—

(i) in line 36, for the words 'forty-five days', the words 'ninety days' be substituted; and

(ii) in lines 37-38, the words 'for further continuous periods of more than one week at a time' be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 4, lines 37 to 41, for the words 'for further continuous periods of more than one week at a time, he shall, unless there is any agreement to the contrary between him and the % employer, be paid for all the days during such subsequent periods of lay-off', the words 'he shall be paid for all the days of such lay-off' be substituted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 4, lines 43 to 48 be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 5, lines 30 to 32 be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 5, line 45, for the word 'fifteen', the word 'forty-five' be substituted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 5, lines 45-46, for the words 'fifteen days' average pay', the words 'one month's average pay' be substituted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 5, line 47,—

(i) after the words 'six months', the words 'in the case of workmen with less than five years of service, and an additional gratuity equivalent to one month's average pay for every year of service of over five years' be inserted; and

(ii) the word 'and' be deleted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is :

"That at page 5, after line 47, the following be inserted, namely: —

'Explanation.—Any break in service occasioned by overstay of leave or unauthorised absence, which has been already condoned in practice shall not be taken to

mean break in service, while computing the years of service."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 6, lines 1 to 8, for the proposed section 25G, the following be substituted, namely: —

'25G. *Procedure for retrenchment.*—Where any workman in an industrial establishment is to be retrenched, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who is to retire within three years from the date of retrenchment and subsequently, if necessary, the workman who was the last person to be employed, unless for reasons to be recorded the employer retrenches any other person.'

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 6, after line 8 the following be added, namely: —

'Provided that full particulars of persons so retrenched shall, within a week of such retrenchment, be sent to the nearest employment exchange.'

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 6, lines 36 to 39, the words 'but the rights and liabilities of employers and workmen in so far as they relate to lay-off and retrenchment shall be determined in accordance with the provisions of the Chapter' be deleted.'

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That clause 3 stand part of the Bill."

The motion was adopted.

Clause 3 was added to the Bill.

Clause 4 was added to the Bill.

MR. DEPUTY CHAIRMAN: The motion is:

"That clause 1 stand part of the Bill."

There is an amendment by Mr. Mazumdar.

SHRI S. N. MAZUMDAR: Sir, I move:

1. "That at page 1, lines 4-5, for the words 'the 24th day of October', the words '28th day of July' be substituted."

Sir, I am not going to make a long speech. When this Act is going to be passed, it is only proper that this should have retrospective effect from the 28th July. In other words, I want to make it from the period when it was agreed at the Standing Labour Committee.

SHRI V. V. GIRI: We have put in 24th October 1953 because that was the date on which the Ordinance was promulgated.

MR. DEPUTY CHAIRMAN: Do you press the amendment, Mr. Mazumdar?

SHRI S. N. MAZUMDAR: Yes.

MR. DEPUTY CHAIRMAN: The question is:

"That at page 1, lines 4-5, for the words 'the 24th day of October' the words 'the 28th day of July' be substituted."

The motion was negatived.

MR. DEPUTY CHAIRMAN: The question is:

"That clause 1 stand part of the Bill."

The motion was adopted. Clause 1 was added to the Bill.

The Title and the Enacting Formula were added to the Bill.

SHRI V. V. GIRI: Sir, I move:

"That the Bill be passed."

MR. DEPUTY CHAIRMAN: Motion moved:

"That the Bill be passed."

Mr. Mazumdar.

KHWAJA INAIT ULLAH: It is seven, Sir.

MR. DEPUTY CHAIRMAN: He will finish in one minute.

SHRI S. N. MAZUMDAR: No, Sir. We will finish it in one hour on Monday.

MR. DEPUTY CHAIRMAN: All aspects of the Bill have been thrashed out. We should close it today.

AN. HON. MEMBER: We sat late only to finish.

MR. DEPUTY CHAIRMAN: It is not nice if you prolong it.

SHRI S. N. MAZUMDAR: I shall be brief but there may be other hon. Members also who may wish to speak.

MR. DEPUTY CHAIRMAN: You take 2 minutes, they will take one minute each.

KHWAJA INAIT ULLAH: For how long are we going to sit?

MR. DEPUTY CHAIRMAN: I will not give you any chance, Mr. Inait Ullah. The Minister will reply.

¹ SHRI S. N. MAZUMDAR: Mr. Deputy Chairman, I shall be very brief in view of what you have said though I wanted to make some observations at this stage.

MR. DEPUTY CHAIRMAN: You are getting the bigger Bill very shortly.

SHRI S. N. MAZUMDAR: I don't know when it is going to come

MR. DEPUTY CHAIRMAN: It is bound to come.

SHRI S. N. MAZUMDAR: However, although all my amendments have been rejected, I support this Bill because, as I said in my opening speech, in spite of its limitations, however inadequate and unsatisfactory the measure may be, it is going to give at least a grain of relief to the labourers at long last. So I support this Bill.

In connection with this Bill I shall not raise any controversial issues at this stage, but I have got up at this stage to speak about two points and to draw the attention of the hon. Minister for Labour to the fact that some of the observations that he made in his opening speech, I think, are wrong. Sir, I shall not take much time, still I must record my difference from him on this point. He said that he does not like 'go-slow' tactics. Sir, the recent experience that came in was in connection with the Iron and Steel Factory at Burnpur. The leadership of that strike was not in our hands, it was in the hands of some who are connected with some friend sitting on the other side. But I was there and I was told by the representatives of the workers that it was with a very good intention that they resorted to that process. They thought that if they struck work completely that might cause some damage to the iron and steel factory. That is why they adopted that procedure. I confess I am not an expert on the iron and steel industry; but so far as my information goes, that explanation seems reasonable.

Secondly, as regards violence.....

SHRI V. V. GIRI: I never referred to the Iron and Steel Company at all. I only made a general observation.

SHRI S. N. MAZUMDAR: I know the hon. Minister did not refer to this company. And as I said, I will not raise any controversial point at this stage. I would only request the hon. Minister to realise that he brought this point in connection with this Bill, this meagre Bill. He could have reserved that advice to labour for a future occasion, when the prospective Industrial Disputes Bill comes up. (*interruptions.*) Sir, if I am interrupted I am afraid I may have to speak for some time.

MR. DEPUTY CHAIRMAN: No interruptions, please.

SHRI S. N. MAZUMDAR: If labour is given some little relief and at the same time such an admonition comes from the hon. Minister, that will encourage the employers, that will encourage the bureaucracy and that will encourage the police who always run to oblige the employers. I do not want to take up much time, but in view of the Government's policy, within the framework of that policy, -the labour policy or the overall policy to which my hon. friend subscribes, being a Cabinet Minister, even within the framework of that policy, this admonition at this stage, I think, should not have been made. I shall give an example to show how in the name of subduing violence, the workers are suppressed when they make even legitimate demands, when they give expression to their legitimate demands. The example of Burnpur is there. I was there on the day the firing took place after the incident and I heard from the labourers what actually happened. At dead of night, the police scooped up their leaders and put them behind the bars. The labourers went on deputation to the S.D.O. who was living in a place which was outside the pale of section 144 and outside the municipal limits.

The S.D.O. asked them to disperse immediately, promulgated sec. 144 then and there and the police resorted to lathi charge. The workers who at that time followed the leadership of some of my friends sitting on the other side went there with the tricolour in their hands. They were under the illusion that when they are under this tricolour there would be no repression on them, but their illusion was rudely shattered by ruthless lathi charges and the rain of bullets.

SHRI H. P. SAKSENA: Where did this incident take place, Sir?

SHRI S. N. MAZUMDAR: At Burnpur. So, Sir, without going into all these things, I should like to tell the hon. the Labour Minister that he should not bring in all these issues at this stage. We shall fight on those issues when the future Bill comes up.

SHRI C. G. K. REDDY: Mr. Deputy Chairman, it is very awkward, when everyone wants to go away, to say anything.

MR. DEPUTY CHAIRMAN: We shall wait till you finish.

SHRI C. G. K. REDDY: I will release myself and everyone else in two minutes.

Sir, I support the Bill and I have welcomed it also but I hope that this will be a fore-runner of a more comprehensive legislation to relieve labour from the great deal of disadvantages it is suffering from today. But, while supporting it, Sir, I do not like the principles on which the Bill has been drafted. We have seen the story of today's amendments. Almost every one of those amendments was rejected not because they were bad in logic or they were going to affect the employers badly. The only reason why the hon. Minister was forced to reject all those amendments was because he had based the Bill almost entirely on an agreement which was arrived at in July. Now, Sir, I should like to say that if this is the way Bills are going to be drafted and if the hon. Labour Minister is going

[Shri C. G. K. Reddy.] to wait until agreements are arrived at, I have no hope whatever that for the next two or three years the relief that some sections of the labour at least are hoping for and expecting from present Labour Minister will come. Therefore, Sir, I must appeal to him that this principle of basing the Bill on agreements must be given up. We are all agreed, the majority of the people in the country are agreed, as to what labour should get and so far as the hon. the Labour Minister is concerned I have no doubt whatever, if he was not living in the straight-jacket called the Congress Party, he would act more promptly; if he had the power also, he would act quickly and more effectively. But with all that I would request him not to wait for the agreement to be arrived at. He knows what is right and if he thinks that he is going to pursue that policy and give effect to that policy in labour matters I would say that agreement is no pre-condition for any Bills that he is going to bring. The Bills that will be brought hereafter will be based on sound principles that have been accepted not only by him but almost by every section of labour in this country. On that basis, I would request him to proceed and as promised, we all expect that in a very few days, if not certainly in a few months, a comprehensive labour legislation will come up which will give the benefits to labour at least to the extent that labour enjoys in other progressive countries.

SHRI V. V. GIRI: I am grateful, Sir, to hon. Members of the House belonging to the different sections of the House for the greatest indulgence that they have shown me and for allowing me to state my views fearlessly.

MR. DEPUTY CHAIRMAN: They have shown me greater indulgence.

SHRI V. V. GIRI: I will take only two minutes, Sir. The hon. Mr. Mazumdar raised the question and referred to it as the Burnpur issue was before me. It is not a statement of

fact. I am only correcting my hon. friend, Mr. Mazumdar.

SHRI S. N. MAZUMDAR: I only cited that as an example.

SHRI V. V. GIRI: I want to assure him, and I have stated on the floor of this House and also on the floor of the other House, that 'go-slow' method is a very bad policy to be adopted by workers. I have said it during at least two decades. It is wrong. That policy is wrong and it will ultimately affect the interests of the workers. Addressing, Sir, about 10,000 to 15,000 workers in Calcutta two months ago, I told them that not only was the 'go-slow' method a bad thing, but that surrounding employers and taking agreements from them was a sort of intimidation which they should not practise. I know the workers and the workers know me. I know their organizations. I am one of the founders of the trade union movement in this country. I know I am a friend of the workers and the workers do understand me. When I told them in Calcutta about this, they took it in good light and many of them were happy to hear the advice from me—not because I am a Labour Minister. Today I may be the Labour Minister and tomorrow I may be a labour worker. Whatever I am, I will continue to say what is in the interests of the workers themselves and in the interests of the industry itself.

My hon. friend, Mr. Reddy, raised another point. I am a believer in agreements, and if the trade union organizations are strong, have sanctions behind them, certainly the results of agreements will be far superior to most other agreements hitherto made. There is no question about it. I want also to make it clear that nothing will wait for agreements to come. Whatever is good will be done on fixed principles. Therefore there is no question that we should wait till doomsday and I am a person who feel that where agreements are reached no legislation should be

brought forward. It is only a question of emphasis. I would welcome it and I will continue to work—whether Minister or no Minister—for securing the best agreements and I am sure if only the workers know their strength, if the workers' leaders know how to lead them and to strengthen democratic trade unions of the right type, I am absolutely certain that there will be agreements of a character that will help the workers and not hinder their progress.

I have nothing more to say except to thank the House again for the indulgence they have given me.

MR. DEPUTY CHAIRMAN: The question is:

"That the Bill be passed."

The motion was adopted.

MR. DEPUTY CHAIRMAN: The House stands adjourned till 1-30 P.M. tomorrow.

The Council then adjourned till half past one of the clock on Friday, the **11th** December 1953.