



BEFORE AUTHORITY UNDER THE DELHI SHOPS & ESTABLISHMENT ACT, 1954
GOVT. OF NCT OF DELHI, LABOUR DEPARTMENT
OFFICE OF THE DY. LABOUR COMMISSIONER (EAST & NORTH EAST DISTRICT)
VISHWAKARMA NAGAR, JHILMIL COLONY, DELHI-110095

No.SE/ED/60/2020/2567-2570

Dated: 04/07/22

In the matter of:-

Sh. Om Prakash S/o Sh. Jai Singh
R/o H. No. 380, Street No.7, Saboli Village,
Mandoli, Delhi-110092

.....Claimant

V/s

Directorate of Education,
Govt. of NCT of Delhi,
DRTI Act Cell GOC,
Old Secretariat, Delhi-110054

.....Respondent No.1

M/s Govt. Sarovdaya Kanya Vidyalaya
Court Road/Karkari Road,
Vishwas Nagar, Delhi-110032

.....Respondent No.2

M/s R.D. Enterprises,
A-386, G. D. Colony,
Mayur Vihar, Phase-3, Delhi-110096

.....Respondent No.3

ORDER

1. Vide this order, I shall dispose of the claim application dated 06.07.2020 filed by the claimant in this office under the Delhi Shops & Establishment Act, 1954 (hereinafter referred to as an Act) wherein the claimant has stated that the respondent no.1 has given the contract to respondent no.2 for house-keeping and respondent no.3 used to work



in the premises of respondent no.2 where he was working on the post of Security Guard since 01.08.2017 and his monthly wages was Rs.14,842/-. The claimant has stated that he was working with dedication and honesty and there was no complaint against him. The claimant has stated that he has never been paid Rs. 14,842/- and wages slip has also not been issued to him. The claimant has further stated that the respondent no.3 used to pay monthly wages @Rs. 10,172/- p.m. sometimes and sometimes Rs.11,672/- and used to take work for the whole month. He was not being provided any other leave rather than the weekly holidays and the respondent no.2 used to verify his attendance for the whole month and sent it to respondent no.1. The claimant has further stated that he made verbal complaint to respondent no.2 and respondent no.3 transferred him in the school of respondent no.2. The claimant demanded his earned wages from September, 2019 to June, 2020 @ Rs.14,842/- which is amounting to Rs.1,48,420/- and earned leave of 36 days i.e Rs.17,810/- totaling to Rs.1,66,230/-. The claimant sent a demand notice dated 27.06.2020 demanding his earned wages towards earned leave, arrears, minimum wages and other legal dues but



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the respondent neither paid the wages nor replied the same. In the last, the claimant has prayed to direct the respondent to make the payment of earned wages amounting to Rs. 1,48,420/- for the month of September, 2019 to June, 2020, wages towards earned leave amounting to Rs. 17,810/- totaling to Rs. 1,66,230 /-with interest and penalty.

2. That notices were issued to all the respondents. R-1 & R-2 vide their reply has submitted that there was no employer-employee relationship between them and the claimant is an employee of R-3. It has been further submitted by R-1 & R-2 that an agreement was executed between them and R-3 and as per the terms of the agreement, R-3 was appointed as contractor for providing requisite security services and to deploy adequate number of security personnel at each security point where security personnel are required as per bid documents. R-1 & R-2 has also stated that as per agreement it was the duty of R-3 to timely disburse the wages as per prevailing minimum wages rate through electronic transfer mode to the employees and also mandatorily deposit EPF, ESI, Subscription and Employee Contribution as admissible with the concern



authorities. R-1 & R-2 has submitted that the claimant was placed by R-3 as Security Guard in premises of Respondent no.2 and on account of gross negligence during the duty on 02.09.2019, R-2 vide letter dated 02.09.2019 warned R-3 to take action for safety of students and on 03.09.2019, R-3 replaced the claimant with another security guard and thereafter claimant was not allowed to perform any duty with R-2 and has prayed to dismiss the claim of claimant.

3. That none appeared from respondent no.3, therefore, R-3 was proceeded ex-parte on 12.02.2021.
4. That rejoinder was filed by claimant side denying the contents of reply and reiterating the contents of claim application.
5. That on pleadings of parties i.e R-1, R-2 & claimant following issues were framed as agreed by both the parties-

- (i) *Whether the claimant Sh. Om Prakash is entitled for wages claimed by him for the period mentioned in his claim application?*
- (ii) *And if so, from whom and to what amount is he*



(iii) Any other relief?

6. That claimant filed evidence by way of affidavit dated 27.02.2021 Exbt. WW1/A duly attested by Notary Public wherein the contents of the affidavit are same as mentioned in the statement of claim. The claimant also filed other documents Exbt. WW1/1 to WW1/5 i.e Copy of Aadhar Card, Copy of Identity Card issued by Management, Copy of bank pass book, Copy of Demand notice dated 25.06.2020 and Copy of postal receipts. The claimant was crossed by A.R of the R-1 & R-2 wherein the claimant has stated that he was employed with R-3 and all his salary was paid directly by R-3. During proceedings on 17.12.2021, A.R of claimant withdrew the names of R-1 & R-2 from memo of parties and request to delete them from memo of parties. On request of A.R of claimant, R-1 & R-2 was deleted from memo of parties. Since, the respondent no.3 was proceeded ex-parte and the claimant himself has admitted that he was employed by R-3 and all his salary was paid to him directly by R-3 therefore, there is no reason to disbelieve the contents of claim filed by claimant against respondent no.3 and therefore it is held that the claimant is entitled for wages for the period from



September, 2019 to 20th March, 2020 as thereafter Lockdown was announced all over the country and the school premises were closed thereafter and the claimant has not worked after 20th March, 2020. The claimant has claimed the wages @ Rs.14,842/- which is the minimum wages as notified by Govt. of NCT of Delhi and the total amount @ Rs. 14,842/- for the period from September, 2019 to 20th March, 2020 comes to Rs.98,627/- since the respondent has not paid the wages on time therefore a penalty/additional compensation of Rs.6,000/- is also awarded to claimant for not making the payment of earned wages on time and withholding it illegally.

7. As discussed above, it is held that applicant/claimant is entitled to receive the above payment of his due earned wages under the Act. Hence, in exercise of powers conferred upon this authority by Sub-Section 3 of Section 21 of the Act, Respondent/Management is hereby directed to pay Rs.1,04,627/- to Sh. Om Parkash towards due earned wages for the period from September, 2019 to 20th March, 2020 which includes penalty/additional compensation also. The respondent/management shall make the payment of due earned wages alongwith



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claim sought by me. It is wrong

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compensation as stated above to the claimant within 30 days from the date of this order, under intimation to this Authority failing which proceedings to recover the same shall be initiated as per the provisions of Section-21 of the Act.

Given under my hand and seal on 4th day July of 2022.



(K.M. SINGH)
AUTHORITY

Under The Delhi Shops & Establishment Act, 1954