public authority is meant everybody which is created by statute and whose powers and duties are defined by statute. Thus defined, the Government departments, local authorities, police authorities and statutory undertakings and Corporations are all public authorities (*Vide* paragraph 16). In the sense explained by their Lordships, it cannot be said that the Indian Institute of Bankers can be considered a public authority, even though the Institute is performing functions in relation to the public. The said function is not being performed in compliance with any statute.

(30) Moreover, the decision in *Anadi Mukta Sadguru's case* (supra) is distinguishable on the ground that the Trust running the Science college in that case was receiving grant from the State. There is no question of State grant being given to the Institute.

(31) For the foregoing reasons, we find that applying the tests laid down by the Supreme Court and other well recognised conditions for *mandamus,* the Indian Institute of Bankers is not an instrumentality of the State within the meaning of Article 12 or for purposes of Article 226 of the Constitution. We, therefore, affirm the view of the learned Single Judge in *Virinder Kumar Kaura* v. *The Indian Institute of Bankers,* (13). though for altogether different reasons.

(32) As a result of the above conclusion. the writ petition fails and the same is dismissed without any orders as to costs. The petitioner, if so advised, may have his remedy by a regular civil suit.

P.C.G.

Before : J. V. Gupta, C.J. & R. S. Mongia, J.

GIAN SINGH AND OTHERS,—*Petitioners.*

versus

SENIOR REGIONAL MANAGER, F.C.I., CHANDIGARH, —*Respondents.*

Letters Patent Appeal No. 1215 *of* 1990.

27th November, 1990.

Contract Labour (Regulation and Abolition) Act, 1970—*Ss.* 1(4), 2(*b*), 2(*e*)—*Act applies to establishments employing* 20 *or more workmen—No provision for total abolition under Act—Abolition*

---

(13) C.W.P. 116 of 1971, decided on March, 16, 1972.

power with appropriate government—Individual godown not employing 20 or more employees—Each godown—Whether can be treated as separate establishment.

Held, that each godown is a separate establishment and it would have to be seen whether in any of these godowns, the number of persons employed through the contractor is more than 20. It has been specifically averred by the Corporation that in none of these establishments, more than 15 persons as Security Guards have been employed through the contractor. That being so, the question of any right flowing to such Security Guards under the Act would not arise.

(Para 15)

Contract Labour (Regulation and Abolition) Act, 1970—Ss. 7, 12, 23 & 24—Food Corporation Act, 1964—S. 45—Food Corporation of India (Staff) Regulations, 1971—Deployment of Security Guards by contractor—Neither Corporation registered nor contractor holding licence under the Act—Effect of non-registration—Liability restricted only to penal provisions—No relationship of 'master and servant'—Security guards not in direct control of Corporation—Such employees—Whether can be termed as regular employees of Corporation.

Held, that if there is violation of the provisions of the Act, to the effect that the principal employer does not get registration as required under Section 7 of the Act and or the contractor does not get the licence under Section 12 of the Act, the persons so appointed by the principal employer through the contractor would be deemed to be the direct employees of the principal employer. We see no such inference deducible from the violation of the provisions of the Act. Section 9 of the Act prohibits the employment through the contractor in case of non-registration. But is a principal employer does employ persons through the contractor inspite of non-registration, the only penal provisions are Sections 23 and 24 of the Act i.e. that the principal employer can be proceeded against under these sections but the Act nowhere provides that such employees employed through the contractor would become the employees of the principal employer.

(Para 16)

Appeal under Clause 'X' of the Letters Patent against the judgment dated 8th October, 1990, delivered by Hon'ble Mr. Justice M. R. Agnihotri.

H. S. Gill, Advocate, *for the Appellant.*

N. K. Sodhi, Sr. Advocate with Kapil Dev Aggarwal, Advocate, *for the respondents.*

JUDGMENT

(R. S. Mongia, J.)

(1) Since the matter is of great importance and many cases on the same point are pending decision, we heard the learned counsel for the parties at length as we intended to dispose of these Letters Patent Appeal at the motion stage.

(2) This judgment would dispose of Letters Patent Appeals Nos. 1215 and 1214 of 1990, these arise out of a common judgment of the learned Single Judge, by which 17 writ petitions involving the same questions of law and fact were dismissed.

(3) To appreciate the rival contentions of the parties, it would be necessary to notice the factual back ground as well as certain provisions of law, on the basis of which the appellants (writ petitioners) staked their claim in the writ petitions.

(4) Respondent-Food Corporation of India (hereinafter referred to as the Corporation) has been constituted by the Act of Parliament, viz., the Food Corporation Act, 1964, with the object of procurement, storage, movement in distribution of Foodgrains throughout the country. The Corporation employs for the discharge of this work, three types of labourers (i) departmentalised labour who are its regular employees; (ii) direct paid labour and (iii) contract labour, who are employed by the Corpoartion through the intermediatary of the contractors. The appellants (writ-petitioners) are the employees of the third category referred to above. Respondent No. 4 in the present appeal is a contractor running the business of security and deployment services, which provides Security Guards to various establishments whenever an Establishment asks for such services. The appellants are ex-servicemen and registered with the said contractor. According to the Corporation, the work of procurement, storage, movement and distribution of foodgrains is seasonal, sporadic and varies from region to region. The Corporation requires Security Guards for the protection of food stuffs. Though the Corporation has its own watch and ward staff, but it also requires from time to time more staff to supplement the regular staff for the purpose of providing security service as and when need arises. The requirement of Security Guards fluctuates depending upon the stock in hand. It is for this reason that Corporation at the district level enters into agreement with the agencies of contractors like respondent No. 4, for providing security

services at its food storage depots and open storage complexes as and when it becomes necessary along with regular staff of the Corporation. The contractor deploys Security Guards according to the requirement of the Corporation. The payment by the Corporation is made directly to the contractor according to the agreement, who, in turn pays to the Security Guards. There is no direct control of the Corporation over these Security Guards and they are not directly employed by the Corporation and there does not exist any relationship of 'master' and 'servant' between the Corporation and such Security Guards and other employees provided by the contractor.

(5) The case as put forth by the appellants (writ petitioners) was that they are working as Security Guards with the Corporation and according to the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called the Act), they were the direct employees of the Corporation as the Principal Employer, and, therefore, they should be considered as regular employees of the Corporation and should be governed by the same service conditions as the regular employees of the Corporation, which are contained in the Food Corporation of India (Staff) Regulations, 1971, framed in exercise of the powers conferred by Section 45 of the Food Corporation Act, 1964.

(6) The learned Single Judge, after noticing various provisions of the Act and the law laid down by the Apex Court on the subject, came to the conclusion that the writ petitioners continued to be the employees of the Contractor and not of the Corporation and were not entitled to any relief under Articles 226/227 of the Constitution of India. Dissatisfied with the judgment, the writ petitioners have come up in the present appeals.

(7) At this stage, some salient features of the Act and some of its provisions may be noticed. The statement of objects and reasons of the Act is as follows :—

> "The system of employment of contractor labour lends itself to various abuses. The question of its abolition has been under the consideration of Government for a long time. In the second five-year plan, the Planning Commission made certain recommendations, namely, undertaking of studies to ascertain progressive abolition of system and

improvement of service, conditions of contract labour where the abolition was not possible. The matter was discussed at various meetings of Tripartite Committees at which the State governments were also represented and general consensus of opinion was that the system should be abolished wherever possible or practicable and that in cases where this system could not be abolished altogether, the working conditions of contract labour should be regulated so as to ensure payment of wages and provisions of essential amenities.

2. The proposed Bill aims at abolition of contract labour in respect of such categories as may be notified by appropriate Government in the light of certain criteria that have been laid down, and at regulating the service conditions of contract labour where abolition is not possible. The Bill provides for the setting up of Advisory Boards of a tripartite character, representing various interests, to advise Central and State Governments in administering the legislation and registration of establishments and contractors. Under the Scheme of the Bill, the provision and maintenance of certain basic welfare amenities for contract labour, like drinking water and first-aid facilities, and in certain cases rest rooms and canteens, have been made obligatory. Provisions have also been made to guard against details in the matter of wage payment."

(8) The long title of the Act describes it as "an Act to regulate the employment of contract labour in certain establishments and to provide for its abolition in certain circumstances and for matters connected "therewith." The long title itself indicates that the Act does not provide for the total abolition of the contract labour, but only for its abolition in certain circumstances and for the regulation of the employment of contract labour in certain establishments. Section 1(4) lays down that the Act applies to all establisments in which 20 or more workmen are employed or were employed on any day of the preceding 12 months as contract labour; and to every contractor who employs or has employed on any day of the preceding 12 months 20 or more workmen. The Act does not apply to establishments in which work of an intermittent or casual nature alone is performed. Section 2(b) defines "workmen" who is employed as a contract labour section 2(c) defines "contractor", whereas section 2(e) and 2(g) define "establishment" and "principal employer",

respectively. Section 7 of the Act provides for registration of the establishment to which the Act applies; whereas section 12 is for the grant of licence to the contractors, who are covered by the provisions of the Act. Section 9 of the Act provides for the effect of the non-registration under the Act; whereas section 10 gives the power to the appropriate government to prohibit the employment of contract labour in an establishment by a notification in the Official Gazette. Sections 23 and 24 of the Act provide for the penalties for the contravention of the Act. It will be relevant to reproduce the, above-quoted sections:—

"Short title, extent commencement and application.—(1) This Act may be called THE CONTRACT LABOUR (REGULATION AND ABOLITION) Act, 1970.

(4) It applies;

(a) to every establishment in which twenty or more workmen are employed or were employed on any day of the preceding twelve months as contract labour;

(b) to every contractor, who employs or who employed on any day of the preceding twelve months twenty or more workmen;

Provided that the appropriate Government may, after giving not less than two months', notice of its intention so to do, by notification in the Official Gazette, apply the provisions of this Act to any establishment of contractor employing such number of workmen less than twenty as may be specified in the notification.

(5) (a) It shall not apply to establishments in which work only of an intermittent or casual nature is performed.

(b) If a question arises whether work performed in an establishment is of an intermittent or casual nature, the appropriate Government shall decide that question after consultation with the Central Board or, as the case may be, a State Board, and its decision shall be final,

Explanation : For the purpose of this sub-section, work performed in an establishment shall not be deemed to be of an intermittent nature—

"(i) if it was performed for more than one hundred and twenty days in the preceding twelve months, or

(ii) if it is of a seasonal character and is performed for more than sixty days in a year.

2. Definitions.—(1) In this Act, unless the context, otherwise requires,—

(a) "appropriate Government" means,—

(1) in relation to—

(b) a workman shall be deemed to be employed as "contract labour" in or in connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer;

(c) "contractor", in relation to an establishment means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

(e) "establishment" means—

(i) any office or department of the Government or a local authority, or

(ii) any place where any industry, trade business, manufacture or occupation is carried on;

(g) "Principal employers" means—

(i) in relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the Government or the local authority, as the case may be, specify in this behalf,

(ii) in a factory, the owner or occupier of the factory and where a person has been named as the manager of the factory under the Factories Act, 1948, the person so named,

(iii) in a mine, the owner or agent of the mine and where a person has been named as the manager of the mine, the person so named,

(iv) in any other establishment, any person responsible for the supervision and control of the establishment.

7. Registration of certain establishments.

(1) Every principal employer of an establishment to which this Act applies shall within such period as the appropriate Government may, by notification in the official Gazette, fix in this behalf with respect to establishment generally or with respect to any class of them, make an application to the registering officer in the prescribed manner for registration of the establishment :

Provided that the registering officer may entertain any such application for registration after expiry of the period fixed in this behalf, of the registering officer is satisfied that the applicant was prevented by sufficient cause from making the application in time.

(2) If the application for registration is complete in all respects, the registering officer shall register the establishment and issue to the principal employer of the establishment a certificate of registration containing such particulars as may be prescribed.

9. Effect of non-registration—No principal employer of an establishment, to which this Act, applies, shall—

(a) in the case of an establishment required to be registered under section 7, but which has not been registered within the time fixed for the purpose under that section,

(b) in the case of an establishment the registration in respect of which has been revoked under section 8,

employ contract labour in the establishment after the expiry of the period referred to in clause (a) or after the revocation of registration referred to in clause (b), as the case may be.

10. Prohibition of employment of contract labour (1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board, or as the case may be a State Board prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as—

(a) Whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment;

(b) whether it is of perennial nature, that is of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment;

(c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) whether it is sufficient to employ, considerable number of whole time workmen.

23. Contravention of provisions regarding employment of contract labour—Whoever contravenes any provision of this Act or of any rules made thereunder prohibiting, restricting or regulating the employment of contract labour, or contravenes any condition of a licence granted under this Act, shall be punishable with imprisonment for a term which may extend to three months, or with fine which may extend to one thousand rupees or with both, and in the case of a continuing contravention with an additional fine which may extend to one hundred rupees for every day during which such contravention continues after conviction for the first contravention.

24. Other offences—If any person contravenes any of the provisions of this Act or of any rules made thereunder for

which no other penalty is elsewhere provided, he shall be punishable with imprisonment for a term which may extend to three months or fine which may extend to one thousand rupees, or with both.

(9) The learned counsel for the appellants submitted that there is no serious dispute that neither principal employer i.e. the Corporation was registered under Section 7 of the Act nor did the contractor had the requisite licence as required under Section 12 of the Act. Consequently, according to the counsel, the writ petitioners who had been deployed by the contractor with the Corporation as Security Guards had become the direct employees of the contractor and where entitled to be treated as regular employees of the Corporation and given the same salary as the regular employees, and were also entitled to be governed by similar service conditions as of the regular employees. The primary reliance in this behalf was placed on the Division Bench judgment of this Court in *Food Corporation of India* v. *Presiding Officer, Labour Court and another* (1). According to the appellants (writ-petitioners) the Division Bench case was of the employees who had been deployed by the contractor as contract labour to the Corporation and, therefore, it was a binding precedent between the parties.

(10) On the other hand, Mr. N. K. Sodhi, Senior Advocate, learned counsel for the Corporation, submitted that all that the writ petitioners were wanting was that this Court should direct that the Corporation should abolish appointing labour through the labour contract and the writ-petitioners should be treated as the direct employees of the Corporation and be regularised. He pointed out that the writ petitioners' Union i.e. Food Corporation of India Workers' Union had filed a writ petition in the Hon'ble Supreme Court with the same prayer as made in these writ petitions in this Court and the said writ petition in the Supreme Court was dismissed. The judgment is reported as *Food Corporation of India Workers' Union* v. *Food Corporation of India and others* (2). He went on to submit that various warehouses, godowns and places alike set up by the Corporation would be separate establishments where the trade of the Corporation is being carried on and according to him in none of these establishments more than 15 persons

(1) 1987 (2) S.L.R. 678.
(2) A.I.R. 1985 S.C. 488.

had been employed through the agency of the contractor, and, therefore, the Corporation was not hit by the provisions of the Act. He further submitted that it had been admitted by the contrator that the Security Guards, who are the writ petitioners, were employees of the contractor and the Corporation had nothing to do with them directly. In any case, he submitted that the Corporation had obtained a licence under Section 7 of the Act in the year 1981.

(11) The judgment of the Supreme Court in *Food Corporation of India Workers' Union's case* (supra), as also the judgment of the Supreme Court in *B.H.E.L. Workers' Association, Hardwar and others* v. *Union of India and others* (3), on which reliance was placed by the learned counsel for the Corporation will require a little close scrutiny. In the first case, the *Food Corporation of India Workers' Union* had brought a representative petition on behalf of the contract labour working with the Corporation to get the system of contract labour abolished, as the appropriate Government failed to redress their grievances. One of the points raised before the Supreme Court was as to which was the appropriate Government. The Supreme Court held that the appropriate Government in case of Punjab was the Punjab Government. However, after noticing the provisions of Section 10 of the Act, the Supreme Court came to the conclusion that it was not possible or proper for it to grant any relief prayed for in the writ petition on the basis of the material on the record and since the Act contains provisions enabling the appropriate Governments to get reports as to how to implement the provisions of the Act and since the machinery provided for by the Act had not been brought into action, it was directed to the State Governments to constitute Committees under Section 5 of the Act to make necessary enquiries and to submit a report to the Government as to whether it would be possible to abolish the contract labour in the Corporation altogether. Though the directions were time bound but in the meantime the definition of the appropriate Government was amended and instead of the State Government the Central Government was made the appropriate Government under the Act. It may be noticed here that the Supreme Court in Para 7 of the report observed, "It was not disputed before us that the establishment in question and the contractors/employees come within the ambit of the provisions of the Act". In spite of this, the Hon'ble Supreme Court

(3) A.I.R. 1985 S.C. 409.

did not grant the relief to the writ-petitioners before it and left it to the appropriate Government to see whether notification for the prohibition of employment of contract labour in the Corporation was to be issued or not.

(12) The other case i.e. *B.H.E.L. Workers' Association's Case* (supra), the B.H.E.L. Workers' Association had alleged before the Supreme Court that out of 16,000 and odd workers working within the premises of the B.H.E.L. factory at Hardwar, as many as thousand workers were treated as 'contract labour' and placed under the control and at the mercy of contractors. Though they did the same work as the workers directly employed by the B.H.E.L., they were not paid the same wages nor were their conditions of service the same. They alleged that the management paid their salary to the contractors and in turn the contractors paid them their salary after deducting substantial commission. The wages received by them bore no comparison with the wages paid to those directly employed by the B.H.E.L. They prayed that they were entitled to the declared regular employees of the B.H.E.L. and further entitled to the same scales of pay as the workers of the B.H.E.L. They wanted a declaration from the Supreme Court that the system of contract labour was illegal and they were the direct employees of B.H.E.L. After noticing the objects and reasons of the Act and the various provisions, the Supreme Court observed as under in para 6 of the judgment :-

> "It is not for the court to enquire into the question and to decide whether the employment of contract labour in any process, operation or other work in any establishment should be abolished or not. This is a matter for the decision of the Government after considering the matter required to be considered under Section 10 of the Act. Similarly the question whether the work done by Contract labour is the same or similar work as that done by the workman directly employed by the principal employer of any establishment is matter to be decided by the Chief Labour Commissioner under the proviso to Rule 25(ii) (v) (a). In these circumstances, we have no option but to dismiss both the writ petitions but with a direction to the Central Government to consider whether the employment of contract labour should not be prohibited under section of the Act in any process, operation

or other work of the B.H.E.L., Hardwar. There will also be a direction to the Chief Labour Commissioner to enquire into the question whether the work done by the workmen employed by the contractors is the same type of work as that done by the workmen directly employed by the principal employer in the B.H.E.L. Hardwar."

(13) It may be mentioned here that on 29th June, 1989, the Central Government in exercise of the powers under Section 10 of the Act, issued notification prohibiting the employment of contract labour in various godowns and depots of the Corporation in various States of the country but in none of the depots in Punjab, the Government has prohibited the employment of the contract labour.

(14) On the basis of the above judgments and the notifications, the learned counsel for the Corporation submitted that there was no bar to employ the contract labour. We find force in this argument and hold that in absence of any notification by the Central Government, the Food Corporation of India can employ contract labour in Punjab and the persons so employed would remain the employees of the contractor and not of the Corporation.

(15) We also agree with the learned counsel for the respondent-Corporation that as far as definition of "establishment" under section 2(1)(e) is concerned, it provides that establishment would be an establishment where any industry, trade, business, manufacture or occupation is carried on. According to the Supreme Court in *Food Corporation of India Workers Union's case*, (supra), the various wherehouses, godowns and places alike set-up by the Corporation would be establishments. Consequently, each godown is a separate establishment and it would have to be seen whether in any of these godowns, the number of persons employed through the contractor is more than 20. It has been specifically averred by the Corporation that in none of these establishments, more than 15 persons as Security Guards have been employed through the contractor. That being so, the question of any right flowing to such Security Guards under the Act would not arise.

(16) Now let us examine the contentions of the learned counsel for the appellants that if there is violation of the provisions of the Act, to the effect that the principal employer does not get registration as required under Section 7 of the Act and or the contractor does not get the licence under Section 12 of the Act, the persons so appointed by the principal employer through the contractor would be deemed to be the direct employees of the principal empolyer.

We see no such inference deducible from the violation of the provisions of the Act. Section 9 of the Act prohibits the employment through the contractor in case of non-registration. But if a principal employer does employ persons through the contractor inspite of non-registration, the only penal provisions are Sections 23 and 24 of the Act i.e. that the principal employer can be proceeded against under these sections but the Act nowhere provides that such employees employed through the contractor would become the employees of the principal employer. If such was the interpretation then the Supreme Court in cases of *Food Corporation of India Workers Union's and B.H.E.L. Workers' Association* (supra), would have straightaway granted the relief and would have held that the employees employed through the contract labour had become the employees of the principal employer and were entitled to all the benefits which were available to the regular employees, but as seen above the Supreme Court never granted such a prayer. Moreover, it would be seen from the title of the Act that it is to provide for the abolition of the contract labour and for providing certain facilities to such contract labour. As far as the abolition is concerned, as to whether in a particular establishment such contract labour should be abolished or not, the power has been given to the appropriate Government under Section 10 of the Act. The facilities which are to be provided to such contract labour by the principal employer have been provided under the Act and if such facilities are not provided, the remedies are also provided; but by no stretch of it can be said that the contract labour would become the employees of the principal employer under the provisions of the Act. As far as the Division Bench judgment of this Court in *Food Corporation of India, Haryana Region, Sector 17, Chandigarh* v. *The Presiding Officer, Central Government Industrial Tribunal, Chandigarh and another* (4), is concerned, it may be noticed that the above mentioned two authorities of the Supreme Court were not noticed by the Division Bench. Otherwise also, one of the Judges who was a member of that Division Bench has dismissed the writ petitions against which the present Letters Patent Appeals have been filed and while dealing with the said Division Bench judgment, the learned Single Judge has observed as under :—

> "This being the position in law, the facts pleaded by the Corporation in their written statement assume importance.

(4) 1987 (2) S.L.R. 678.

as it has been specifically pleaded that throughout the State of Punjab there is not a single establishment where the labour employed by the contractors has exceeded ten in number. On that basis, the possession of licence by the contractors becomes immaterial under Section 12 of the Act of 1970, as persons engaged by the contractors and deployed by them on food storage depots as Security Guards shall remain the contract labour of the respective contractors. This precisely is the ratio of the Division Bench judgment of this Court in *Food Corporation of India, Haryana Region*, v. *The Presiding Officer, Central Government Industrial Tribunal, Chandigarh and another* 1987 (2) S.L.R. 678."

(17) A Division Bench of the Kerala High Court in *P. Karunakaran* v. *The Chief Commercial Superintendent and others* (5), had the occasion to consider a similar point. It held that where a private labour contractor holding a licence to run a vegetarian refreshment room at Railway Station engaged some workers for the same, such workers could not claim right of absorption in the service of the Railway on the expiry of the lincence of the contractor. It held that in absence of any notification issued under Section 10 of the Act, abolishing contract labour in such establishments, there was no bar to employ such contract labour, and consequently such labour had no right to claim that they had become the employees of the principal employer i.e. Railway.

(18) The learned counsel for the appellants relied upon the judgment of the Supreme Court in *Catering Cleaners of Southern Railway* v. *Union of India and another* (6). *M. M. R. Khan and others etc.* v. *Union of India and others* (7), to contend that they were entitled to the relief claimed for in their writ petitions. Both these cases have no bearing to the point in issue before us. In *Catering Cleaners of Southern Railway's case* (supra) it was the Southern Railways that had employed the workers on contract labour basis for doing the work of cleaning catering establishments and Pantry Cars of the Southern Railway. The workers were not employed by the private parties as in the present case. The Supreme Court examined the question whether the facts justified

(5) 1988 Lab. I.C. 13.

(6) A.I.R. 1987 S.C. 777.

(7) 1990 (3) Judgments Today 1.

the action being taken to absorb such contract labour in a particular establishment by the Southern Railway. In this behalf, the Supreme Court adverting to the reports of the Parliamentary Committee felt that the conditions specified in Section 10(2) of the Act for issuing a notification for abolishing the contract labour, appeared to be satisfied. It was in that background that certain directions were issued by the Supreme Court. However, in the present case, the Central Government i.e. the appropriate Government has not thought fit to issue such a notification as far as the Corporation is concerned regarding its establishments in Punjab : whereas it has issued such a notification for abolishing contract labour in other parts of the Country regarding Food Corporation of India. Same is the position regarding the other case in *M. M. R. Khan's case* (supra). The learned Single Judge has rightly distinguished these cases.

(19) We may also clarify that in view of the notification dated 29th June, 1989, issued by the appropriate Government, i.e. Central Government whereby it has not chosen to abolish contract labour as far as the establishments of the Food Corporation of India in Punjab are concerned, it will not make any difference even if 20 or more persons are employed by the Corporation in Punjab through the contract labour as it is not prohibited under the Act. Moreover, the Corporation has not itself registered under Section 7 of the Act.

(20) For the reasons recorded above, we find no merit in these appeals, which are dismissed. However, there will be no order as to costs.

P.C.G.

Before : G. R. Majithia, J.

SARASWATI GIR CHELA DEVI GIR,—*Appellant.*

versus

DHANPAL SINGH,—*Respondent.*

Regular Second Appeal No. 889 of 1989.

5th December, 1990.

Lease-deed stipulating forfeiture on failure to pay 3 consecutive months' rent—Lessor entering possession in exercise of his rights—Lessee suing for restoration of possession—Such lessee—Whether entitled to restoration.