



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

बुधवार, 08 अप्रैल, 2026 / 18 चैत्र, 1948

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 002, the 09th March, 2026

No: LEP-E/1/2024.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards

06—राजपत्र / 2026—08—04—2026

(569)

of the following cases announced by the **Presiding Judge, Labour Court-cum-Industrial Tribunal, Shimla, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* “e-Gazette”:-

Sl. No.	Case No.	Petitioner	Respondent	Date of Award/ Orders
1.	Ref. 25/2020	Bhaga Ram	FM M/s Venky's India Ltd.	25-02-2026
2.	Ref. 20/2025	Triloki Ram	Dr. Y.S. Parmar University, Nauni	25-02-2026
3.	Ref. 21/2025	Tej Pal	Dr. Y.S. Parmar University, Nauni	25-02-2026
4.	Ref. 22/2025	Vinod Kumar	Dr. Y.S. Parmar University, Nauni	25-02-2026
5.	Ref. 23/2025	Anil Kumar	Dr. Y.S. Parmar University, Nauni	25-02-2026
6.	Ref. 24/2025	Jag Pal	Dr. Y.S. Parmar University, Nauni	25-02-2026

By order,

PRIYANKA BASU INGTY, IAS
Secretary (Lab. Emp. & O.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No. : 25 of 2020
Instituted on : 22-02-2020
Decided on : 25-02-2026

Bhaga Ram, s/o Sh. Hakam Singh, Village Bassowal Sultani, P.O. Baruna, Tehsil Nalagarh, District Solan, H.P. ..Petitioner.

VERSUS

1. The Factory Manager, M/s Venky's India Ltd., Village Pater Bhanku, P.O. Panjehra, Tehsil Nalagarh, District Solan, H.P.

2. The General Manager, M/s Venky's India Ltd., Zonal Office, Plot No. E-256, Industrial Area Phase-VIII B, Sector 74, SAS Nagar, Mohali, (Punjab). ..Respondents.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Shri H.S Rana, Advocate

For the respondents : Shri Hardeep Verma, Advocate

AWARD

The following reference was received for adjudication from the appropriate Government:

“Whether action of the Factory Manager, M/s Venky's India Ltd. Village Pater Bhanku, P.O. Panjehra, Tehsil Nalagarh, District Solan, H.P. & the General Manager,

M/s Venky's India Ltd., Zonal Office, Plot No. E-256, Industrial Area, Phase-VIII B, Sector 74, SAS Nagar, Mohali, (Punjab) to retire Sh. Bhaga Ram, S/o Sh. Hakam Singh, Village Bassowal Sultani, P.O. Baruna, Tehsil Nalagarh, District Solan, H.P. from service w.e.f. 31.05.2019 on attaining the age of 58 years as per their office record; whereas Sh. Bhaga Ram claims that his date of birth is 01.07.1970, is proper and justified? If not, what relief including re-instatement, amount of back wages, seniority, past service benefits and compensation the above aggrieved workman is entitled to from the above management?"

2. The case of the petitioner as it emerges from the statement of claim is that the petitioner was appointed as hatchery worker and his services were confirmed by the respondent *w.e.f.* 01-08-1996 on the monthly salary of `15,000/-. Petitioner's date of birth is 01-07-1970 as recorded in Panchyat record as well as in the Aadhar card, whereas at the time of engagement of the petitioner, the respondent wrongly mentioned his date of birth as 29-05-1960 in the identity card issued by the respondent. Petitioner is uneducated person and as per Panchyat record, he was to attain the age of 58 years on 01.07.2028 whereas the respondent illegally stopped petitioner from working *w.e.f.* 31-05-2018. The services of the petitioner were thus terminated on 31-05-2018 on the ground that the petitioner has attained the age of 58 years. Petitioner had supplied the certificate of the Panchyat record to the respondent company but they did not pay any heed to it. Petitioner thereafter raised demand notice for wrongful retrenchment. It has been prayed through this claim that the respondent be directed to allow the petitioner to work as hatchery worker till he attains the age of 58 years from 01.07.1970 as per panchayat record. Apart from this the petitioner also prayed for back-wages, seniority and incidental service benefits as well as costs.

3. Notice of this claim was sent to the respondent in pursuance thereof the respondent filed reply in which respondent took preliminary objection of locus standi. It was claimed that as per documents submitted by the petitioner at the time of his appointment, his date of birth was recorded as 29.05.1960 and this date of birth was also mentioned in EPF, Group Gratuity Trust, EDLI and Group Mediclaim Policy. It was claimed that the respondent has not terminated the services of the petitioner rather the petitioner has retired after attaining the age of superannuation of 58 years on 31.05.2018. It is further claimed that the respondent had issued the intimation letter on 02.05.2018 with regard to his retirement on 31.05.2018 and thereafter the petitioner arranged the false/fake birth certificate. On merits, it was not denied that the petitioner was engaged as hatchery worker, but it was disputed that he was drawing salary of `15,000/- per month and claimed that he was drawing gross wages of Rs. 7,871/- per month. It was reiterated that at the time of engagement of the petitioner his date of birth was shown as 29.05.1960 and the respondent had submitted the same date of birth in all the concerned departments including EPF. The document of Panchayat register submitted by the petitioner is of 21.08.2018, whereas he got retired in the month of May, 2018. It is averred that the Aadhar card which the petitioner submitted as annexure P-2, shows his date of birth as 01.07.1970 whereas in the Aadhar card submitted by the petitioner to the respondent after retirement shows the date of birth of the petitioner as 01.01.1966. Thus, the petitioner is continuously making & arranging false, fake and fabricated documents. It was denied that the mandatory provisions of the Act have been violated by the respondent. It was also denied that the respondent is liable to pay any compensation or back wages to the petitioner and prayed for the dismissal of the claim.

4. No rejoinder was filed. Though it is mentioned in order dated 05.08.2022 that rejoinder was filed but the same was not on record of the case. Learned counsel(s) for the parties have made separate statements during the course of the arguments that no rejoinder in this case was filed by the petitioner.

5. On the pleadings, this Court formulated the following issues on 05-08-2022

1. Whether action of the respondent to retire the petitioner from services *w.e.f.* 31-05-2019 on attaining the age of 58 years, as per their office record, is improper and unjustified as alleged, if so its effects thereto? ..*OPP.*
2. Whether the application is neither competent nor maintainable, in the present form, as alleged? ..*OPR.*
3. Relief:
6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.
7. I have heard the Ld. Counsel for the parties and have also gone through the record with care.
8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : No

Issue No. 2: : Yes

Relief : Reference is answered in negative as per operative part of the Award.

REASONS FOR FINDINGS

ISSUES NO. 1 & 2.

9. Being interlinked and correlated both these issues are taken up together for discussion and decision. The onus to prove issue no.1 is on the petitioner whereas the onus to prove issue no.2 is on the respondent.

10. In support of his claim, the petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim. He also tendered in evidence Id Proof of Shivalik Hechries Ex. PW-1/B (wrongly mentioned as Ex. RW-1/B), ID proof Ex. PW-1/C, demand notice Mark PX-1, Nakal Pariwar Register Mark PX-2 and Aadhar card Mark PX-3.

11. During cross-examination, he denied that he had disclosed his date of birth to be 29.05.1960 at the time of his appointment. He further denied his date of birth i.e. 29.05.1960 was reflected in the records of EPF/ESI, Group Gratuity Trust, EDLI etc. He denied that his salary was `7,871/- and not `15000/- per month. He further denied that he had placed on record fake documents to prove his date of birth. He also denied that he had obtained false documents to file the present claim.

12. Shri Surjeet Singh, Secretary Gram Panchyat Kashmirpur appeared into the witness box as PW-2 to depose that as per record the date of birth is 01.07.1970 and placed on record abstract of Nakal Pariwar Register Ex. PW-2/A and computer-generated record Ex. PW-2/B.

13. During cross-examination, this witness admitted that no proof regarding the date of birth at the time of entry in Nakal Pariwar Register is on record. He further admitted that the entry

is not of his hand. He showed ignorance that the computer-generated record was entered on the basis of Aadhar card.

14. This is the entire evidence led by the petitioner.

15. In rebuttal, the respondent examined one Shri Narinder Singh, Authorized Signatory of respondent company as RW-1, who tendered in evidence affidavit Ex. Rw-1/A, which is just a reproduction of averments as made in the reply filed by respondent. He also tendered in evidence copy of resolution dated 21.06.2018 Ex. Rw-1/B, authority letter Ex. RW-1/C, copy of EPF statement Ex. RW-1/D, copy of monthly wage slip Ex. RW-1/E, copy of birth certificate Mark RX, copy of intimation/retirement letter Ex. RW-1/F, show cause notice Ex. RW-1/G, reply Ex. RW-1/H and copy of Aadhar card Ex/ RW-1/J.

16. During cross-examination, he deposed that no document was submitted by the petitioner with regard to his age at the time of his joining service with respondent. Self- stated that at his oral submissions, his date of birth was recorded. He denied that the petitioner had disclosed his date of birth to be 1970 which was wrongly recorded as 1960. He further denied that as per Panchyat record the date of birth of petitioner is 1970, which fact was disclosed by the petitioner before issuance of letter Ex. RW-1/G. He deposed that no appointment letter was issued to the petitioner at the time of his initial appointment as he was unskilled worker. He denied that despite submitting all the documents pertaining to his date of birth, notice Ex. RW-1G was issued without considering these documents. He also denied that the petitioner has retired premature despite production of his date of birth record.

17. This is the entire evidence which has been led by the respondent.

18. So far as the claim of the petitioner is concerned, it is admitted fact that the petitioner was engaged as hatchery worker in the month of August, 1996 and his date of birth at the time of initial engagement was mentioned/recorded as 29.05.1960 which fact is also evident from documents Ex. PW-1/C and Ex. RW-1/D. It is an admitted fact that the identity card Ex. PW-1/C was issued to the petitioner wherein his date of birth has been recorded to be 29.05.1960. The case as raised by the petitioner before this Court is that his date of birth was wrongly recorded by the respondent company as 29.05.1960, whereas his actual date of birth is 01.07.1970 and the respondent has retired him premature. So far as the claim of the petitioner is concerned, it is not the case of the petitioner that he had no knowledge about his wrong date of birth mentioned in the company's record. Rather he himself has placed on record his identity card Ex. PW1/C wherein his date of birth is mentioned as 29.05.1960. With Ex PW1/C it stands establish on record that he was having knowledge of this fact that his date of birth was recorded as 29.05.1960. Till his retirement vide notice Ex. RW-1/G, he never objected that his date of birth has been wrongly recorded by the respondent company. Aadhar card Ex. RW-1/J stated to be produced by the Petitioner before the respondent company establish his date of birth 1.1.1966, whereas Aadhar card ex.PX3 is showing his date of birth to be 1.7.1970. Petitioner has not come up with any explanation in this regard that how he has obtained two Aadhar Card with different date of births, which cast serious doubt on the claim of the petitioner. There is nothing on record to suggest that the petitioner ever brought to the notice of respondent company till his superannuation, that his date of birth was wrongly recorded. It was for the first time when intimation letter Ex. RW-1/F was issued to the petitioner by respondent he came up with this plea that his date of birth was wrongly recorded. The petitioner has placed reliance on documents Ex. PW-2/A and Ex. PW-2/B wherein the date of birth of the petitioner is shown to be 01.07.1970. PW-2 has stated that no proof regarding the date of birth of petitioner was placed at the time of making entry in Nakal Pariwar Register and the entry has not been made by PW-2, whereas birth certificate of the petitioner has not been brought on record in accordance with law. It is not established on record that on what basis the entry was made in the

Pariwar Register qua the date of birth of petitioner. Moreover, identity card was also issued to the petitioner depicting his date of birth to be 29.05.1960. The identity card remained with the petitioner till he was in employment with respondent, but he never raised any objection in this regard before any authority that his date of birth has wrongly been mentioned in the company's record. The petitioner was engaged in the year 1996 and served uptill 2018 for about twenty-two years. In twenty-two years, the petitioner never raised any dispute qua his date of birth nor informed the authorities of respondent that his date of birth was wrongly recorded.

19. The Hon'ble Supreme Court in case titled as The General Manager, M/s Barsua Iron Ore mines Vs. The Vice President United mines Mazdoor union and Ors., Civil Appeal No. 4686 of 2024 Special Leave Petition (Civil) No. 5947 of 2021 has held that the petitioner cannot be allowed to raise the claim of his date of birth after almost a decade. The relevant portion of the aforesaid judgment reads as under:

“18. Undoubtedly, a decision on the issue of date of birth is as important for the employer as it is for the employee. Reference in this regard can be made to Bharat Coking Coal Ltd. v Shib Kumar Dushad, (2000) 8 SCC 696. As expressed in Union of India v C Rama Swamy, (1997) 4 SCC 647, “... the court also ought not to grant any relief even if it is shown that the date of birth, as originally recorded, was incorrect because the candidate concerned had represented a different date of birth to be taken into consideration obviously with a view that would be to his advantage. ...”.

19. Moreover, the principles of estoppel would come into play in the present case. The respondent no.3, having stated on 27.12.1972, that his date of birth was 27.12.1948, cannot be permitted to raise the claim of his date of birth being 12.03.1955, that too on 14.08.1982, i.e., almost after a decade (counting from 27.12.1972 to 14.08.1982). Even the STC was submitted after the appellant requested the respondent no.3 for documentary proof on 24.11.1998.

20. Although, we have examined the matter from the lens of fraud as well, in view of our discussions hereinabove, the said aspect does not merit deeper probe. We leave it at that. For the present, it would suffice to refer to a pronouncement of recent vintage by this Court in Karnataka Rural Infrastructure Development Limited v T P Nataraja, (2021) 12 SCC 27, where earlier precedents in Home Department v R Kirubakaran, 1994 Supp (1) SCC 155; State of Madhya Pradesh v Premal Shrivastava, (2011) 9 SCC 664; Life Insurance Corporation of India v R Basavaraju, (2016) 15 SCC 781 and Bharat Coking Coal Limited v Shyam Kishore Singh, (2020) 3 SCC 411 were considered. Although this Court in T P Nataraja (supra) was looking at the facts therein, in the context of the Karnataka State Servants (Determination of Age) Act, 1974, the principle of law laid down would equally apply insofar as change of date of birth in service records is concerned, with which we concur:

“11. Considering the aforesaid decisions of this Court the law on change of date of birth can be summarised as under:

- (i) application for change of date of birth can only be as per the relevant provisions/regulations applicable;**
- (ii) even if there is cogent evidence, the same cannot be claimed as a matter of right;**
- (iii) application can be rejected on the ground of delay and laches also more particularly when it is made at the fag-end of service and/or when the employee is about to retire on attaining the age of superannuation.”**

21. "In view of the aforesaid, this Court finds that the much-delayed disclosure of the date of birth as 12.03.1955 by the respondent no.3, coupled with his initial declaration and the admitted position that based on such initial declaration, he had received employment, as otherwise based on 12.03.1955, he could not have been legally appointed due to being under-age, there is no manner of doubt that the respondent no.3, irrespective of his real date of birth, for the purpose of employment under the appellant, cannot be allowed the purported rectification/ correction of date of birth to 12.03.1955. He would have to, necessarily, be content with his service and benefits accounted taking his date of birth as 27.12.1948".

20. In view of the discussions made hereinabove and in the light of the authority as discussed supra since the petitioner after serving with the respondent company for twenty-two years raised the issue of his date of birth after his retirement, he is estopped from filing the present claim and the same is also not maintainable. Accordingly, issue no.1 is answered against the petitioner whereas issue no.2 is answered in favour of respondent.

RELIEF

21. In view of my findings on issues no.1 & 2, above, the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed. The reference is answered in the aforesaid terms.

22. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 25th Day of February, 2026

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 20 of 2025
Instituted on : 16-05-2025
Decided on : 25-02-2026

Triloki Ram, s/o Late Sh. Shiv Ram, r/o V.P.O. Dhaulakuan, Tehsil Paonta Sahib, District Sirmaur, H.P. *..Petitioner.*

VERSUS

1. Dr. Y.S. Parmar University of Horticulture and Forestry Nauri, Solan, H.P., through its registrar.

2. The Associate Director (R&E) Regional Horticulture Research Training Station (RHR & TS) Dhaulakuan, District Sirmaur, H.P.

3. Orien Safety & Security Pvt. Ltd. SF-20, City Emporium Mall Plot No. 143 A, Industrial Area, Phase-I Chandigarh, through its Authorized Signatory. *..Respondents.*

Claim petition under Section 2-A of the Industrial Disputes Act, 1947

For the petitioner : Sh. R.K. Khidtta, Advocate

For the respondent no. 1 : ex-parte

For the respondent no. 2 : ex-parte

For the respondent no. 3 : ex-parte

AWARD

The present claim petition has been filed by the petitioner directly before this Court under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) with the prayer to set aside the termination order dated 12-12-2024 of the petitioner passed by the respondent no. 3 *w.e.f.* 13-12-2024 without complying with the provisions of the Act and in violation of Section 33 of the I.D. Act with the further prayer that respondent be directed to reinstate the petitioner with all consequential service benefits including full back wages *w.e.f.* 13-12-2024 and the services of the petitioner may be regularized as per the policy of the State Government.

2. The facts as emerges from the statement of claim are that the petitioner is permanent R/O V.P.O. Dhaulakuan, Tehsil Paonta Sahib. District Sirmaur, H.P. who was engaged as Fieldman/ worker by the respondent no. 1 and respondent no. 2 *w.e.f.* 01-02-2018 and he was asked to join his duty with respondent no. 2 at place Dhaulakuan where the attendance of the petitioner was regularly marked in inventory register/ attendance register which was maintained by the Associate Director at Dhaulakuan and he worked as such till 12-12-2024. The services of the petitioner have been shown to be engaged through contractor by the university illegally. Whereas, the petitioner was actually engaged by the university and he was working under the direct control and supervision of the university for all purposes and performed his duty as per the direction issued by the officials of the respondent no. 1 and respondent no. 2 from time to time. Respondent no. 3, through letter dated 12-12-2024 without complying with the mandatory provisions of the Act and without any authority terminated the services of the petitioner *w.e.f.* 13-12-2024. Respondent no. 3 was not having any power to terminate the services of the petitioner, as petitioner was engaged by the respondent no. 1 and respondent no. 2. The services of the petitioner shown through the different contractor namely Rainbow, Sona Enterprises and lastly shown through respondent no. 3 is totally illegal as the university has no license to engage the worker through contractor nor the so called contractors have any license as per the Contract Labour (Regulation and Abolition) Act, 1970 to deploy the contract labour with the university. The contract of the fieldman/ Worker/ Beldar/Class-IV/ Helper and Field Assistant given to the respondent no. 3 by the respondent no. 1 is totally illegal as the petitioner and other workers were engaged by the respondent no. 1 and respondent no. 2 shown through the contractor deem to be employed of respondent no. 1 and respondent no. 2 as the contract executed between the university and so called contractor namely Rainbow Enterprises, Sona Enterprises and lastly with the respondent no. 3 is not valid in the eyes of the law. The agreement if any executed between the university and so called contractor is shame, nominal and merely a camouflage as day to day work, administrative control and supervision over

the petitioner was exercised by the respondent no. 1 and respondent no. 2. The services of the petitioner have been terminated by the respondent no. 3 at the instance of respondent no. 1 and respondent no. 2 without following the mandatory provisions of the Act. Petitioner filed the writ petition for regularization before the Hon'ble High Court of HP and the case was registered as CWP No. 10297/2024. After receiving the notice in the writ petition, university as well as the company instead of filing the reply became vindictive and dismissed/ terminated and services of the petitioner vide termination letter dated 12.12.2024 whereas the services of junior persons of the petitioner namely Zafer Ali, Balbir, Sunil, Baldev, Tarseem and Aruna Devi are still working and new persons have been engaged by the respondent in utter violation of "last come first go" Petitioner has already completed 240 days in each calendar year. There is also no compliance of Section 9-A, 25-F, 25-G, 25-H and 25-N of the Act is totally illegal. It is averred that the demand notice was raised by the petitioner on 23.12.2024 upon which respondents were summoned by the conciliation officer and they also filed reply. The appropriate government failed to send the reference to this Court within 45 days, as such the present claim petition under Section 2-A has been directly filed by the petitioner before this Court. Petitioner through this claim petition has prayed that the impugned termination order dated 13.12.2024 passed by the respondent no. 3 be declared null and void and petitioner be re-instated in services w.e.f. 13.12.2024 with all service benefits including full back wages, continuity and seniority. Apart from this, the petitioner has also prayed that the action of the respondent university whereby the petitioner has been shown to be engaged through contractor be held illegal and the respondent no. 1 and respondent no. 2 be directed to pay all the service benefits to the petitioner including the regularization of the services as per the Government policy. Apart from this, petitioner has also prayed that the respondents be also directed to pay the damages to the tune of Rs. 10 Lakh and litigation costs of Rs. 55,000/ The claim petition is duly supported with an affidavit of Sh. Triloki Ram, petitioner

3. Notices of this claim petition were sent to the respondents, however despite service in accordance with law, the respondents did not appear and were proceeded against ex-parte vide order dated 04.07.2025

4. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. The petitioner has also tendered in evidence copy of termination letter Ex. PW-1/B, demand notice Ex. PW-1/C and letter issued by Labour Officer dated 20.03.2025 Ex. PW-1/D

5. Petitioner examined. Sh. Desh Raj, who appeared into the witness box as PW-2 to depose that he is running garment shop at Dhaulakaun for the last 15 years and he knows the petitioner who was working with Associate Director Regional Horticulture Research Training Station, Dhaulakaun for last more than 6 years. He further deposed that he has seen the petitioner working with the respondent department and no contract workers were working with the respondent department.

6. Petitioner also examined. Sh. Layak Ram, who appeared into the witness box as PW-3 and deposed that he knows the petitioner and had seen him working with the respondent department for last 6 years.

7. These witnesses have not been cross-examined, as the respondents have already proceeded against ex-parte

8. This is the entire evidence led by the petitioner.

9. So far as the present claim is concerned, the petitioner has claimed that he was employee of respondent no. 1 and respondent no. 2 as he was engaged as Fieldman/Worker w.e.f.

01.02.2018 and he was asked to join the duty with respondent no. 2 at place Dhaulakuan where the attendance of the petitioner was regularly marked in inventory register/ attendance register maintained by the Associate Director at Dhaulakuan and he worked as such till 12.12.2024. The services of the petitioner have been shown to be engaged through contractor by respondent no. 1 illegally. Whereas, he was working under the direct control and supervision of respondent no. 1 and respondent no. 2. It is further claimed that respondent no. 3 through letter dated 12.12.2024 without complying the mandatory provisions of the Act, terminated the services of the petitioner *w.e.f.* 13.12.2024. The respondent no. 3 was not having any power to terminate the services of the petitioner, as the petitioner was engaged by respondent no. 1 and respondent no. 2.

10. The petitioner has claimed that the services of the petitioner shown through different contractors namely Rainbow, Sona Enterprises and lastly shown through respondent no. 3, are totally illegal and petitioner was infact an employee of respondents no. 1 & 2 as such he shall be deemed to be employee of respondents no 1 & 2. The agreement if any executed between the university and the so called contractors is shame, nominal and merely camouflage. So far as the claim of the petitioner is concerned, the petitioner has not lead any evidence on record to establish that respondent no.1 was maintaining the record pertaining to the work of petitioner under the Labour Laws, Factory Act and Payment of Wages Act. There is no evidence to show that any ESI and EPF contribution were deducted by respondent no. 1 towards the petitioner. There is nothing on record to suggest that there existed relationship of employer-employee between petitioner and respondents no. 1 and 2 as claimed by the petitioner. The petitioner has not called for attendance register, his salary bills or other record of respondents no. 1 & 2 to prove that he was working under the direct control and supervision of respondents no. 1 & 2 and he was wrongly shown to be employed with respondents no. 1 & 2 through contractor *i.e.* respondent no. 3.

11. The Hon'ble Apex Court in case titled as Balwant Rai Saluja & Anr. Vs. Air India Ltd. (2014) SCC-9 407, has observed as under:

“53. This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship”.

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p.515 in the Ready Mix Concrete case (supra), the conditions are as follows:

“(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service.”

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's "four indicia" of a contract of service said in *Short v. J. and W. Henderson Ltd.* (1946) 62 TLR 427. The J. and W. Henderson case (*supra*) at p.429, observes as follows:

“(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal.”

57. A recent decision by the Queen's Bench, in *JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust*, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the *Ready Mix Concrete* case (*supra*) as mentioned above. The *JGE* case (*supra*), further noted that 'control' was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one.”

12. Apart from this, the Hon'ble Supreme Court in case titled as *The Joint Secretary, Central Board of Secondary Education and Anr. Vs. Raj Kumar Mishra and others*, 2025 LLR 474 has held that “for a person to claim employment under any organization, a direct master-servant relationship has to be established on paper”. The relevant portion of the judgment is reproduced as under:

“6. Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, *ipso facto*, they would become employees of the appellants is noted only to be rejected”.

7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.

8. This clearly in the considered opinion of the Court would not establish master-servant relationship.

9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed *supra*, has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

13. The other limb of arguments advanced by Ld. Counsel for the petitioner is that agreement if any executed between respondents no. 1 & 2 and respondent no. 3 is shame, nominal and merely a camouflage but apart from making bare averments in this regard nothing has been produced on record that to substantiate this plea. Moreover, the **Hon'ble High Court of Himachal Pradesh in case titled as Manoj Kumar Vs. Sintex Industrial 2016 SCC Online HP 4276** has held as under:

“15. An effort has been made to belie the evidence produced by the respondent while submitting that as per the testimony of RW-3 Lalit in his cross-examination, M/s Apex Management Limited was registered as Contractor only in 2003 and as such how the said Contractor could have employed the petitioner in the respondent-establishment in the year 2001, however, unsuccessfully for the reason that it was merely a suggestion given to RW-3 and no other and further evidence has been produced to show that in the year 2001 M/s Apex Management Consultant was not a registered Contractor. Otherwise also, the Apex Court in Dina Nath and others Vs. National Fertilisers Limited and others, AIR 1992 SC 457, has held that if a contractor is not registered one, penal action under Sections 23 and 25 of the Contract Act can be initiated against the principal employer or contractor, as the case may be, and the petitioner-workman can not claim himself to be the employee of principal employer on that score. This judgment reads as follows”:

“It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the Government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of nonregistration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same.”

16. Similar is the view of the matter taken by Jharkhand High Court in Their Workmen, Bihar Collery Kamgar Union Vs. Bharat Coking Coal Limited and another, 2014 LLR 842. This judgment reads as follows:

“12. Learned counsel for the respondent management submitted that in the case of Dena Nath & Ors. [(1992) 1 SCC 695], Hon'ble Supreme Court held that the effect of non-compliance of the provisions of CLRA Act of 1970, i.e. non-registration of the establishment under Section 7 of the Act and non-possession of licence under Section 12 of the Act would not result in regularization of the concerned workmen, rather it would result in penal consequences – that is, prosecution under Section 23/24 of the CLRA Act, 1970 and therefore, the finding of the Tribunal that the contract labour

system is sham or camouflage was an erroneous finding and referring to the findings of the Tribunal that the arrangement of the management is camouflage, learned Single Judge held that the said finding is in clear teeth of the decision rendered by Hon'ble Supreme Court in the case of *Dena Nath & Ors. v. National Fertilizer Ltd.* [(1992) 1 SCC 695] and para 22 thereof reads as under":

"22. It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 (sic 7) and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this Court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same."

17. "Therefore, even if it is presumed that M/s Apex Management Consultant was not a registered Contractor in the year 2001, it does not extend a right in favour of the petitioner-workman to claim that he was the employee of respondent-establishment or he has been removed from the service in violation of Section 25-F of the Act."

14. Keeping in view the detailed discussion made hereinabove, the petitioner has miserably failed to establish on record that he was the employee of respondents no.1 and 2 and his services were illegally shown through respondent no. 3.

15. Though it was argued by the learned counsel for the petitioner that since the respondents have not chosen to contest this case as such the claim of the petitioner stand establish, but it is settled that the petitioner is required to stand on his own feet to prove the allegations levelled in the claim.

16. So far notice Ex. PW-1/B is concerned, it was required for the petitioner to have proved that he had completed 240 days in last preceding 12 months with respondent no. 3 before he could take the benefits of the provisions of Section 25-F of the Act.

17. In **Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195)**, it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In **M.P. Electricity Board v. Hariram (2004 (8) SCC 246)** the position was again reiterated in paragraph 11 as follows:

"The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may

be useful to refer to a judgment of this Court in the case of **Municipal Corporation, Faridabad v. Siri Niwas JT 2004 (7) SC 248** wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the nonproduction of certain relevant documents. This is what this Court had to say in that regard:

"A court of law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

18. In **Manager, Reserve Bank of India, Bangalore v. S. Mani and Ors. (2005(5) SCC 100)** a three-Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous. In **Batala Cooperative Sugar Mills Ltd. v. Sowaran Singh (2005 (7) Supreme 165)** it was held as follows:

"So far as the question of onus regarding working for more than 240 days is concerned, as observed by this Court in **Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25)** the onus is on the workman."

19. The document Ex. PW-1/B only establish on record that the petitioner was deployed by respondent no. 3 with respondents no. 1 & 2 and his services were terminated by respondent no. 3 vide Ex. PW-1/B, on the ground that he had tempered/ forged some document. Petitioner has not preferred any claim against respondent no 3 for his reinstatement neither petitioner has led any evidence that he had completed 240 days with respondent 3 prior to his illegal termination. The petitioner has also failed to prove any violation of Section 9. A of the Act Petitioner has neither produced any appointment letter issued by respondent no. 3 nor any attendance register or documents has been produced to establish that he had completed more than 240 days in each calendar year with respondent no. 3 or in preceding 12 months prior to his termination vide Ex. PW-1/B. Petitioner while leading evidence Ex. PW-1/A has not made any averment that on which date, month or year he was engaged by respondent no. 3 and deputed with respondents no. 1 & 2 nor there is any averment that he had completed 240 days with respondent no. 3 in preceding 12 months with respondent no. 3 rather the petitioner has taken the stand that he was not the employee of respondent no. 3 and was wrongly shown to be employee of respondent no. 3, deputed with respondent no. 1 & 2 as a contractual labour, as such he is also not entitled for any relief even against respondent no. 3.

20. The next contention which has been raised by the petitioner is that the respondents have retained persons junior to him and have also engaged new hands which is clear cut violation of Section 25-G of the Act. Though, the petitioner has mentioned the names of the junior persons, however there is no evidence that when these junior persons were engaged, who had engaged them and who are the persons who have been freshly engaged after the termination of the petitioner from the services. In view of the above discussion no violation of Section 25-G and 25-H has been established.

21. In view of the discussions made above the petitioner has failed to establish his case for reinstatement and for back wages and other services benefits as well as for regularization of his services, as such he is not entitled to any relief as claimed by him.

RELIEF

22. In view of my aforesaid discussion, petitioner has failed to establish his claim against respondents as such the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed by him in this reference. The reference is answered in the aforesaid terms.

23. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 25th day of February, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 21 of 2025
Instituted on : 16-05-2025
Decided on : 25-02-2026

Tej Pal, s/o Late Sh. Sita Ram, r/o Village Doiyanwala, P.O. Giri Nagar, Tehsil Paonta Sahib, District Sirmaur, H.P. ..Petitioner.

VERSUS

1. Dr. Y.S. Parmar University of Horticulture and Forestry Nauri, Solan, H.P., through its registrar.

2. The Associate Director (R&E) Regional Horticulture Research Training Station (RHR & TS) Dhaulakuan, District Sirmaur, H.P.

3. Orien Safety & Security Pvt. Ltd. SF-20, City Emporium Mall Plot No. 143 A, Industrial Area, Phase-I Chandigarh, through its Authorized Signatory ..Respondents.

Claim petition under Section 2-A of the Industrial Disputes Act, 1947

For the petitioner : Sh. R.K. Khidta, Advocate

For the respondent no. 1 : ex-parte

For the respondent no. 2 : ex-parte

For the respondent no. 3 : ex-parte

AWARD

The present claim petition has been filed by the petitioner directly before this Court under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) with the prayer to set aside the termination order dated 12-12-2024 of the petitioner passed by the respondent no. 3 *w.e.f.* 13-12-2024 without complying with the provisions of the Act and in violation of Section 33 of the I.D. Act with the further prayer that respondent be directed to reinstate the petitioner with all consequential service benefits including full back wages *w.e.f.* 13-12-2024 and the services of the petitioner may be regularized as per the policy of the State Government.

2. The facts as emerges from the statement of claim are that the petitioner is the permanent R/O Village Doiyanwala, P.O. Giri Nagar, Tehsil Paonta Sahib, District Sirmour, H.P., who was initially engaged as Bee-Keeping Helper in Etymology during September, 1997 by the registrar of the university on monthly salary of Rs. 1,350/-. Petitioner worked as such till the year 2001 and thereafter he was engaged as Fieldworker/ Beldar/ Class-IV/ Helper in the month of July, 2013 by respondent no. 1 and was asked to join the duty with respondent no. 2 at Dhaulakan where the attendance of the petitioner was regularly marked in inventory register/ attendance register which was maintained by the Associate Director at Dhaulakuan and he worked as such till 29-06-2016. After 29-06-2016 the petitioner was appointed on contractual basis as Field Assistant by the Director of Research Dr. Y.S. Parmar University Solan vide letter dated 30-06-2016. However, before changing the service condition of the petitioner, the respondent university did not comply with the mandatory provision of Section 9-A of the Act. The services of the petitioner have been shown to be engaged through contractor by the university illegally. Whereas, the petitioner was actually engaged by the university and he was working under the direct control and supervision of the university for all purposes and performed his duty as per the direction issued by the officials of the respondent no. 1 and respondent no. 2 from time to time. Respondent no. 3, through letter dated 12-12-2024 without complying with the mandatory provisions of the Act and without any authority terminated the services of the petitioner *w.e.f.* 13-12-2024. Respondent no. 3 was not having any power to terminate the services of the petitioner, as petitioner was engaged by the respondent no. 1 and respondent no. 2. The services of the petitioner shown through the different contractor namely Rainbow, Sona Enterprises and lastly shown through respondent no. 3 is totally illegal as the university has no license to engage the worker through contractor nor the so called contractors have any license as per the Contract Labour (Regulation and Abolition) Act, 1970 to deploy the contract labour with the university. The contract of the fieldworker/ Beldar/ Class-IV/ Helper and Field Assistant given to the respondent no. 3 by the respondent no. 1 is totally illegal as the petitioner and other workers were engaged by the respondent no. 1 and respondent no. 2 shown through the contractor deem to be the employed of respondent no. 1 and respondent no. 2 as the contract executed between the university and so called contractor namely Rainbow Enterprises, Sona Enterprises and lastly with the respondent no. 3 is not valid in the eyes of the law. The agreement if any executed between the university and so called contractor is shame, nominal and merely camouflage as day to day work, administrative control and supervision over the petitioner was exercised by the respondent no. 1 and respondent no. 2. The services of the petitioner have been terminated by the respondent no. 3 at the instance of respondent no. 1 and respondent no. 2 without following the mandatory provisions of the Act. Petitioner filed the writ petition for regularization before the Hon'ble High Court of HP and the case was registered as CWP No. 10349/2024. After receiving the notice in the writ petition, university as well as the company, instead of filing the reply became vindictive and dismissed/ terminated services of the petitioner

illegally vide termination letter dated 12.12.2024 whereas the services of junior persons of the petitioner have been retained by the respondent in utter violation of "last come first go". It is averred that junior persons of the petitioner namely Zafer Ali, Balbir, Sunil, Baldev, Tarseem and Aruna Devi are still working and new persons have been engaged to perform the work by the respondent. Petitioner has already completed 240 days in each calendar year, as such the termination of the services of the petitioner without complying with the mandatory provisions of Section 9-A, 25-F, 25-G, 25-H and 25-N of the Act is totally illegal. It is averred that the demand notice was raised by the petitioner on 23.12.2024 upon which respondents were summoned by the conciliation officer and respondents had also filed reply. The appropriate government failed to send the reference to this Court within 45 days, as such the present claim petition under Section 2-A has been directly filed by the petitioner before this Court. Petitioner through this claim petition has prayed that the impugned termination order dated w.e.f. 13.12.2024 passed by the respondent no. 3 be declared null and void and petitioner be re-instated in services w.e.f. 13.12.2024 with all service benefits including full back wages, continuity and seniority. Apart from this, the petitioner has also prayed that the action of the respondent university whereby the petitioner has been shown to be engaged through contractor be held illegal and the respondent no. 1 and respondent no. 2 be directed to pay all the service benefits to the petitioner including the regularization of the services as per the Government policy. Apart from this, petitioner has also prayed that the respondents be also directed to pay the damages to the tune of Rs. 10 Lakh and litigation costs of Rs. 55,000/-. The claim petition is duly supported with an affidavit of Sh. Tej Pal Kumar, petitioner.

3. Notices of this claim petition were sent to the respondents, however despite service in accordance with law, the respondents did not appear and were proceeded against *ex-parte vide* order dated 04-07-2025.

4. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. The petitioner has also tendered in evidence copy of appointment letter dated 30.06.2016 Ex. PW-1/B, termination letter Ex. PW-1/C, demand notice Ex. PW-1/D and letter issued by Labour Officer, Nahan dated 13.01.2025 Ex. PW-1/E.

5. Petitioner also examined, Sh. Desh Raj, who appeared into the witness box as PW-2 to depose that he is running garment shop at Dhaulakaun for the last 15 years and he knows the petitioner who was working with Associate Director Regional horticulture Research Training Station, Dhaulakaun for more than 12 years. He further deposed that he has seen the petitioner working with the respondent department and no contract workers were working with the respondent department.

6. Petitioner also examined, Sh. Layak Ram, who appeared into the witness box as PW-3 and deposed that he knows the petitioner and had seen him working with the respondent department for more than 12 years.

7. These witnesses have not been cross-examined, as the respondents were proceeded *ex-parte*.

8. This is the entire evidence led by the petitioner.

9. So far as the present claim is concerned, the petitioner has claimed that he was employee of respondent no. 1 and respondent no. 2 as he was initially engaged as Bee-Keeping Helper in Etymology during the September, 1997 by the Registrar of the university and was paid Rs. 1,350/- per month and worked as such till 2001. Thereafter he was engaged as Fieldworker in the month of July, 2013 by the respondent no. 1 and was asked to join the duty with respondent no. 2 at place Dhaulakuan where the attendance of the petitioner was regularly marked in inventory

register/ attendance register maintained by the Associate Director at Dhaulakuan and he worked as such till 29.06.2016. After 29.06.2016 the petitioner was appointed on contractual basis as Field Assistant by respondent no. 1 vide letter dated 30.06.2016. The services of the petitioner have been shown to be engaged through contractor by respondent no. 1 illegally. Whereas, he was working under the direct control and supervision of respondent no. 1 and respondent no. 2. However, before changing the service condition of the petitioner the respondent university did not comply with the mandatory provisions of Section 9-A of the Act. It is further claimed that respondent no. 3 through letter dated 12.12.2024 without complying the mandatory provisions of the Act, terminated the services of the petitioner *w.e.f.* 13.12.2024. The respondent no. 3 was not having any power to terminate the services of the petitioner, as the petitioner was engaged by respondent no. 1 and respondent no. 2.

10. So far as the present claim is concerned, petitioner has placed on record Ex. PW-1/B which is letter dated 30.06.2016 issued by Director of Research to the petitioner for his contractual engagement to the purely & temporary post of Field Assistant. He also placed on record Job Discontinuation letter issued by respondent no. 3 to the petitioner as PW-1/C dated 12.12.2024 as well as failure report Ex. PW-1/E. But petitioner has not placed on record any document or appointment letter vide which he was engaged by respondent no. 1 as Bee-Keeping Helper in the Year 1997 on monthly wages of Rs. 1350/- per month nor any record pertaining to his employment with respondent no. 1 till 2001 has been produced on record. Petitioner has not produced any document for his alleged engagement as Filed worker in the month of July, 2013 by the respondent no. 1 and was asked to join the duty with respondent no. 2 at Dhaulakun and worked as such till 29.06.2016. The petitioner though has also claimed that he was the employee of respondents no. 1 and 2 and there was relationship of employer and employee between petitioner and respondent no. 1 and respondent no. 2 since 1997 to 13-12-2024, but there is nothing on record to substantiate this plea of the petitioner. No appointment letter has been produced by the petitioner to substantiate this plea nor any attendance register has been produced to show that he was working under the direct control and supervision of respondent no. 1 and respondent no. 2 since 1997 to 13-12-2024. The onus is heavily on the petitioner to prove that there was relationship of employer and employee between respondent no. 1 and respondent no. 2 with the petitioner since 1997 to 13-12-2024.

11. Now, coming to the next plea of the petitioner that he was engaged Field Assistant by the Director of respondent no. 1 vide letter dated 30.06.2016, the copy which has been placed on record as Ex. PW-1/B. The perusal of this document shows that petitioner was engaged on contract, purely on temporarily basis to the post of Field Assistant. The stipulations no. 1, 2 and 7 of Ex. PW-1/B are important to determine the nature of contractual engagement.

Stipulation no. 1: *That your engagement/ appointment to the above post is purely temporary and on contract on the fixed salary of @Rs. 9,000/- PM co-terminus with the project or availability of funds, whichever is earlier.*

Stipulation no. 2: *That since the post is on contract basis, as such, you shall have no claim for regularization against the post.*

Stipulation no. 7: *That no other service benefits are attached with the post and you will not be entitled for other benefits being enjoyed by other regular employees of this University.*

12. From the bare reading of Ex. PW-1/B it is clear that the petitioner was appointed as field assistant on purely temporary basis and he was not entitled to any other benefits enjoyed by other regular employees of the university except for Rs. 9,000/- per month on co-terminus with the project or availability of funds, whichever is earlier. It was mentioned in the contract that the he

shall not claim for regularization against the post. Petitioner has not made any averments in the claim nor has led any evidence that project is still running or the funds are still available with respondent no. 1. Thus no violation of terms of Ex. PW-1/B has been established.

13. The petitioner has claimed that the services of the petitioner shown through different contractors namely Rainbow, Sona Enterprises and lastly shown through respondent no. 3, are totally illegal and petitioner was infact an employee of respondents no. 1 & 2 as such he shall be deemed to be employee of respondents no. 1 & 2. The agreement if any executed between the university and the so called contractors is shame, nominal and merely camouflage. So far as the claim of the petitioner is concerned, the petitioner has not lead any evidence on record to establish that respondent no.1 was maintaining the record pertaining to the work of petitioner under the Labour Laws, Factory Act and Payment of Wages Act. There is no evidence to show that any ESI and EPF contribution were deducted by respondent no. 1 towards the petitioner. There is nothing on record to suggest that there existed relationship of employer-employee between petitioner and respondents no. 1 and 2 as claimed by the petitioner. The petitioner has not called for attendance register, his salary bills or other record of respondents no. 1 & 2 to prove that he was working under the direct control and supervision of respondents no. 1 & 2 and he was wrongly shown to be employed with respondents no. 1 & 2 through contractor i.e. respondent no. 3.

14. The **Hon'ble Apex Court in case titled as Balwant Rai Saluja & Anr. Vs. Air India Ltd. (2014) SCC-9 407**, has observed as under:

“53. This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.”

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p.515 in the Ready Mix Concrete case (supra), the conditions are as follows:—

“(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service.”

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's “four indicia” of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at p.429, observes as follows:

“(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal.”

57. A recent decision by the Queen's Bench, in *JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust*, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the *Ready Mix Concrete* case (*supra*) as mentioned above. The *JGE* case (*supra*), further noted that 'control' was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one."

15. Apart from this, the Hon'ble Supreme Court in case titled as *The Joint Secretary, Central Board of Secondary Education and Anr. Vs. Raj Kumar Mishra and others, 2025 LLR 474* has held that "for a person to claim employment under any organization, a direct master-servant relationship has to be established on paper". The relevant portion of the judgment is reproduced as under:

"6. Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, *ipso facto*, they would become employees of the appellants is noted only to be rejected."

7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.

8. This clearly in the considered opinion of the Court would not establish master-servant relationship.

9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed *supra*, has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

16. The other limb of arguments advanced by Ld. Counsel for the petitioner is that agreement if any executed between respondents no. 1 & 2 and respondent no. 3 is shame, nominal and merely a camouflage but apart from making bare averments in this regard nothing has been produced on record that to substantiate this plea. Moreover, the Hon'ble High Court of Himachal Pradesh in case titled as *Manoj Kumar Vs. Sintex Industrial 2016 SCC Online HP 4276* has held as under:

“15. An effort has been made to belie the evidence produced by the respondent while submitting that as per the testimony of RW-3 Lalit in his cross-examination, M/s Apex Management Limited was registered as Contractor only in 2003 and as such how the said Contractor could have employed the petitioner in the respondent-establishment in the year 2001, however, unsuccessfully for the reason that it was merely a suggestion given to RW-3 and no other and further evidence has been produced to show that in the year 2001 M/s Apex Management Consultant was not a registered Contractor. Otherwise also, the Apex Court in *Dina Nath and others Vs. National Fertilisers Limited and others*, AIR 1992 SC 457, has held that if a contractor is not registered one, penal action under Sections 23 and 25 of the Contract Act can be initiated against the principal employer or contractor, as the case may be, and the petitioner-workman can not claim himself to be the employee of principal employer on that score. This judgment reads as follows:

“It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the Government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (*supra*) since these decisions are under challenge in this court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same.”

16. Similar is the view of the matter taken by Jharkhand High Court in *Their Workmen, Bihar Colliery Kamgar Union Vs. Bharat Coking Coal Limited and another*, 2014 LLR 842. This judgment reads as follows:

“12. Learned counsel for the respondent management submitted that in the case of *Dena Nath & Ors.* [(1992) 1 SCC 695], Hon’ble Supreme Court held that the effect of non-compliance of the provisions of CLRA Act of 1970, *i.e.* non-registration of the establishment under Section 7 of the Act and non-possession of licence under Section 12 of the Act would not result in regularization of the concerned workmen, rather it would result in penal consequences – that is, prosecution under Section 23/24 of the CLRA Act, 1970 and therefore, the finding of the Tribunal that the contract labour system is sham or camouflage was an erroneous finding and referring to the findings of the Tribunal that the arrangement of the management is camouflage, learned Single Judge held that the said finding is in clear teeth of the decision rendered by Hon’ble Supreme Court in the case of *Dena Nath & Ors. v. National Fertilizer Ltd.* [(1992) 1 SCC 695] and para 22 thereof reads as under:”

“22. It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any

establishment should be abolished or not. It is a matter for the decision of the government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 (sic 7) and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this Court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same.”

17. "Therefore, even if it is presumed that M/s Apex Management Consultant was not a registered Contractor in the year 2001, it does not extend a right in favour of the petitioner-workman to claim that he was the employee of respondent-establishment or he has been removed from the service in violation of Section 25-F of the Act.”

17. Keeping in view the detailed discussion made hereinabove, the petitioner has miserably failed to establish on record that he was the employee of respondents no. 1 and 2 and his services were illegally shown through respondent no. 3.

18. Though it was argued by the learned counsel for the petitioner that since the respondents have not chosen to contest this case as such the claim of the petitioner stand establish, but it is settled that the petitioner is required to stand on his own feet to prove the allegations levelled in the claim.

19. So far notice Ex. PW-1/C is concerned, it was required for the petitioner to have proved that he had completed 240 days in last preceding 12 months with respondent no. 3 before he could take the benefits of the provisions of Section 25-F of the Act.

20. In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows:

“The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in the case of Municipal Corporation, Faridabad v. Siri Niwas JT 2004 (7) SC 248 wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the nonproduction of certain relevant documents. This is what this Court had to say in that regard:”

“A court of law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter,

however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

21. In Manager, Reserve Bank of India, Bangalore v. S. Mani and Ors. (2005(5) SCC 100) a three-Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous. In Batala Cooperative Sugar Mills Ltd. v. Sowaran Singh (2005 (7) Supreme 165) it was held as follows:

"So far as the question of onus regarding working for more than 240 days is concerned, as observed by this Court in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25) the onus is on the workman."

22. The document Ex. PW-1/C only establish on record that the petitioner was deployed by respondent no. 3 with respondents no. 1 & 2 and his services were terminated by respondent no. 3 vide Ex. PW-1/C, on the ground that he had tempered/ forged some document. Petitioner has not preferred any claim against respondent no. 3 for his reinstatement neither petitioner has led any evidence that he had completed 240 days with respondent 3 prior to his illegal termination. The petitioner has also failed to prove any violation of Section 9-A of the Act. Petitioner has neither produced any appointment letter issued by respondent no. 3 nor any attendance register or documents has been produced to establish that he had completed more than 240 days in each calendar year with respondent no. 3 or in preceding 12 months prior to his termination vide Ex. PW-1/C. Petitioner while leading evidence Ex. PW-1/A has not made any averment that on which date, month or year he was engaged by respondent no. 3 and deputed with respondents no. 1 & 2 nor there is any averment that he had completed 240 days with respondent no. 3 in preceding 12 months with respondent no. 3 rather the petitioner has taken the stand that he was not the employee of respondent no. 3 and was wrongly shown to be employee of respondent no. 3, deputed with respondent no. 1 & 2 as a contractual labour, as such he is also not entitled for any relief even against respondent no. 3.

23. The next contention which has been raised by the petitioner is that the respondents have retained persons junior to him and have also engaged new hands which is clear cut violation of Section 25-G of the Act. Though, the petitioner has mentioned the names of the junior persons, however there is no evidence that when these junior persons were engaged, who had engaged them and who are the persons who have been freshly engaged after the termination of the petitioner from the services. In view of the above discussion no violation of Section 25-G and 25-H has been established.

24. In view of the discussions made above the petitioner has failed to establish his case for reinstatement and for back wages and other services benefits as well as for regularization of his services, as such he is not entitled to any relief as claimed by him.

RELIEF

25. In view of my aforesaid discussion, petitioner has failed to establish his claim against respondents as such the claim filed by the petitioner fails and is hereby dismissed by

holding that the petitioner is not entitled to any relief as claimed by him in this reference. The reference is answered in the aforesaid terms.

26. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 25th day of February, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 22 of 2025
Instituted on : 16-05-2025
Decided on : 25-02-2026

Vinod Kumar, s/o Late Sh. Geeta Ram, r/o Village Parduni, P.O. Giri Nagar, Tehsil Paonta Sahib, District Solan, H.P. ..Petitioner.

VERSUS

1. Dr. Y.S. Parmar University of Horticulture and Forestry Nauri, Solan, H.P., through its registrar.
2. The Associate Director (R&E) Regional Horticulture Research Training Station (RHR & TS) Dhaulakuan, District Sirmaur, H.P.
3. Orient Safety & Security Pvt. Ltd. SF-20, City Emporium Mall Plot No. 143 A, Industrial Area, Phase-I Chandigarh, through its Authorized Signatory. ..Respondents.

Claim petition under Section 2-A of the Industrial Disputes Act, 1947.

For the petitioner : Sh. R.K. Khidta, Advocate
For the respondent no. 1 : ex-parte
For the respondent no. 2 : ex-parte
For the respondent no. 3 : ex-parte

AWARD

The present claim petition has been filed by the petitioner directly before this Court under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) with the

prayer to set aside the termination order dated 12-12-2024 of the petitioner passed by the respondent no. 3 *w.e.f.* 13-12-2024 without complying with the provisions of the Act and in violation of Section 33 of the I.D. Act with the further prayer that respondent be directed to reinstate the petitioner with all consequential service benefits including full back wages *w.e.f.* 13-12-2024 and the services of the petitioner be regularized as per the policy of the State Government.

2. The facts as emerges from the statement of claim are that the petitioner is the permanent R/O Village Parduni, P.O. Giri Nagar, Tehsil Paonta Sahib, District Sirmour, H.P., who was initially engaged as Bee-Keeping Helper in Etymology during September, 1997 by the registrar of the university on monthly salary of Rs. 1,350/-. Petitioner worked as such till the year 2001 and thereafter he was engaged as labourer on contract basis by Scientist Incharge Dhaulakuan vide letter dated 16.09.2008 thereafter the petitioner was appointed vide letter dated 17.05.2013 on the post of Fieldworker/ Beldar/ Class-IV/ Helper by the respondent no. 1 and respondent no. 2 and he was asked to join his duty with respondent no. 2 at place Dhaulakuan where the attendance of the petitioner was regularly marked in inventory register/ attendance register which was maintained by the Associate Director at Dhaulakuan and he worked as such till 29.06.2016. After 29.06.2016 the petitioner was appointed on contractual basis as Field Assistant by the Director of Research Dr. Y.S. Parmar University Solan vide letter dated 30.06.2016. However, before changing the service condition of the petitioner, the respondent university did not comply with the mandatory provision of Section 9-A of the Act. The services of the petitioner have been shown to be engaged through contractor by the university illegally. Whereas, the petitioner was actually engaged by the university and he was working under the direct control and supervision of the university for all purposes and performed his duty as per the direction issued by the officials of the respondent no. 1 and respondent no. 2 from time to time. Respondent no. 3, through letter dated 12.12.2024 without complying with the mandatory provisions of the Act and without any authority terminated the services of the petitioner *w.e.f.* 13.12.2024. Respondent no. 3 was not having any power to terminate the services of the petitioner, as petitioner was engaged by the respondent no. 1 and respondent no. 2. The services of the petitioner shown through the different contractor namely Rainbow, Sona Enterprises and lastly shown through respondent no. 3 is totally illegal as the university has no license to engage the worker through contractor nor the so called contractors have any license as per the Contract Labour (Regulation and Abolition) Act, 1970 to deploy the contract labour with the university. The contract of the fieldworker/ Beldar/ Class-IV/ Helper and Field Assistant given to the respondent no. 3 by the respondent no. 1 is totally illegal as the petitioner and other workers were engaged by the respondent no. 1 and respondent no. 2 shown through the contractor deem to be the employed of respondent no. 1 and respondent no. 2 as the contract executed between the university and so called contractor namely Rainbow Enterprises, Sona Enterprises and lastly with the respondent no. 3 is not valid in the eyes of the law. The agreement if any executed between the university and so called contractor is shame, nominal and merely camouflage as day to day work, administrative control and supervision over the petitioner was exercised by the respondent no. 1 and respondent no. 2. The services of the petitioner have been terminated by the respondent no. 3 at the instance of respondent no. 1 and respondent no. 2 without following the mandatory provisions of the Act. Petitioner filed the writ petition for regularization before the Hon'ble High Court of HP and the case was registered as CWP No. 10354/2024. After receiving the notice in the writ petition, university as well as the company, instead of filing the reply became vindictive and dismissed/ terminated services of the petitioner illegally vide termination letter dated 12.12.2024 whereas the services of junior persons of the petitioner have been retained by the respondent in utter violation of "last come first go". It is averred that junior persons to the petitioner namely Zafer Ali, Balbir, Sunil, Baldev, Tarseem and Aruna Devi are still working and new persons have been engaged to perform the work by the respondent. Petitioner has already completed 240 days in each calendar year, as such the termination of the services of the petitioner without complying with the mandatory provisions of Section 9-A, 25-F, 25-G, 25-H and

25-N of the Act is totally illegal. It is averred that the demand notice was raised by the petitioner on 23.12.2024 upon which respondents were summoned by the conciliation officer and respondents had also filed reply. The appropriate government failed to send the reference to this Court within 45 days, as such the present claim petition under Section 2-A has been directly filed by the petitioner before this Court. Petitioner through this claim petition has prayed that the impugned termination order dated *w.e.f.* 13.12.2024 passed by the respondent no. 3 be declared null and void and petitioner be re-instated in services *w.e.f.* 13.12.2024 with all service benefits including full back wages, continuity and seniority. Apart from this, the petitioner has also prayed that the action of the respondent university whereby the petitioner has been shown to be engaged through contractor be held illegal and the respondent no. 1 and respondent no. 2 be directed to pay all the service benefits to the petitioner including the regularization of the services as per the Government policy. Apart from this, petitioner has also prayed that the respondents be also directed to pay the damages to the tune of Rs. 10 Lakh and litigation costs of Rs. 55,000/-. The claim petition is duly supported with an affidavit of Sh. Vinod Kumar, petitioner.

3. Notices of this claim petition were sent to the respondents, however despite service in accordance with law, the respondents did not appear and were proceeded against *ex-parte vide* order dated 04-07-2025.

4. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. The petitioner has also tendered in evidence copy of appointment letter dated 30.06.2016 Ex. PW-1/B, termination letter Ex. PW-1/C, demand notice Ex. PW-1/D, letter issued by Labour Officer, Nahan dated 20.03.2025 Ex. PW-1/E and duty pass dated 07.05.2021 Ex. PW-1/F.

5. Petitioner also examined, Sh. Desh Raj, who appeared into the witness box as PW-2 to depose that he is running garment shop at Dhaulakaun for the last 15 years and he knows the petitioner who was working with Associate Director Regional horticulture Research Training Station, Dhaulakaun for more than 14 years. He further deposed that he has seen the petitioner working with the respondent department and no contract workers were working with the respondent department.

6. Petitioner also examined, Sh. Layak Ram, who appeared into the witness box as PW-3 and deposed that he knows the petitioner and had seen him working with the respondent department for more than 14 years.

7. These witnesses have not been cross-examined, as the respondents were proceeded *ex-parte*.

8. This is the entire evidence led by the petitioner.

9. So far as the present claim is concerned, the petitioner has claimed that he was employee of respondent no. 1 and respondent no. 2 as he was initially engaged as fieldman/worker *w.e.f.* 01.02.2018 at Dhaulakuan, but his services were illegally shown to be engaged through contractor by the university. Thereafter, vide letter dated 12.12.2024 respondent no.3 terminated the services of the petitioner without complying with the mandatory provisions of the Act and that too without any authority. The petitioner was working under the direct control and supervision of respondent no. 1 and respondent no. 2, however, before changing the service condition of the petitioner the respondent university did not comply with the mandatory provisions of Section 9-A of the Act. The respondent no. 3 was not having any power to terminate the services of the petitioner, as the petitioner was engaged by respondent no. 1 and respondent no. 2.

10. So far as the present claim is concerned, petitioner has placed on record Ex. PW-1/B which is letter dated 30-06-2016 issued by Director of Research to the petitioner for his contractual engagement to the purely & temporary post of Field Assistant. He also placed on record Job Discontinuation letter issued by respondent no. 3 to the petitioner as PW-1/C dated 12-12-2024 as well as failure report Ex. PW-1/E and duty pass Ex. PW-1/F issued on 07-05-2021. But petitioner has not placed on record any document or appointment letter vide which he was engaged by respondent no. 1 as Bee-Keeping Helper in the Year 1997 on monthly wages of Rs. 1350/- per month nor any record pertaining to his employment with respondent no. 1 till 2001 has been produced on record. Petitioner has not produced any document for his alleged engagement as Labourer on contract basis by Scientist Incharge at Dhaulakun vide letter dated 16.09.2018 or his appointment letter dated 17-05-2013 to the post of Fieldworker/ Beldar/ Class-IV/ Helper by respondent no. 1 and respondent no. 2 till 29.06.2016. The petitioner though has also claimed that he was the employee of respondents no. 1 and 2 and there was relationship of employer and employee between petitioner and respondent no.1 and respondent no. 2 since 1997 to 13-12-2024, but there is nothing on record to substantiate this plea of the petitioner. No appointment letter has been produced by the petitioner to substantiate this plea nor any attendance register has been produced to show that he was working under the direct control and supervision of respondent no. 1 and respondent no. 2 since 1997 to 13-12-2024. The onus is heavily on the petitioner to prove that there was relationship of employer and employee between respondent no. 1 and respondent no. 2 with the petitioner since 1997 to 13-12-2024.

11. Now, coming to the next plea of the petitioner that he was engaged Field Assistant by the Director of respondent no. 1 vide letter dated 30.06.2016, the copy which has been placed on record as Ex. PW-1/B. The perusal of this document shows that petitioner was engaged on contract, purely on temporarily basis to the post of Field Assistant. The stipulations no. 1, 2 and 7 of Ex. PW-1/B are important to determine the nature of contractual engagement.

Stipulation no. 1: *That your engagement/ appointment to the above post is purely temporary and on contract on the fixed salary of @Rs. 9,000/- PM co-terminus with the project or availability of funds, whichever is earlier.*

Stipulation no. 2: *That since the post is on contract basis, as such, you shall have no claim for regularization against the post.*

Stipulation no. 7: *That no other service benefits are attached with the post and you will not be entitled for other benefits being enjoyed by other regular employees of this University.*

12. From the bare reading of Ex. PW-1/B it is clear that the petitioner was appointed as field assistant on purely temporary basis and he was not entitled to any other benefits enjoyed by other regular employees of the university except for Rs. 9,000/- per month on co-terminus with the project or availability of funds, whichever is earlier. It was mentioned in the contract that the he shall not claim for regularization against the post. Petitioner has not made any averments in the claim nor has led any evidence that project is still running or the funds are still available with respondent no. 1. Thus no violation of terms of Ex. PW-1/B has been established.

13. The petitioner has claimed that the services of the petitioner shown through different contractors namely Rainbow, Sona Enterprises and lastly shown through respondent no. 3, are totally illegal and petitioner was infact an employee of respondents no. 1 & 2 as such he shall be deemed to be employee of respondents no. 1 & 2. The agreement if any executed between the university and the so called contractors is shame, nominal and merely camouflage. So far as the claim of the petitioner is concerned, the petitioner has not lead any evidence on record to establish

that respondent no.1 was maintaining the record pertaining to the work of petitioner under the Labour Laws, Factory Act and Payment of Wages Act. There is no evidence to show that any ESI and EPF contribution were deducted by respondent no. 1 towards the petitioner. There is nothing on record to suggest that there existed relationship of employer-employee between petitioner and respondents no. 1 and 2 as claimed by the petitioner. The petitioner has not called for attendance register, his salary bills or other record of respondents no. 1 & 2 to prove that he was working under the direct control and supervision of respondents no. 1 & 2 and he was wrongly shown to be employed with respondents no. 1 & 2 through contractor i.e. respondent no. 3.

14. The **Hon'ble Apex Court in case titled as Balwant Rai Saluja & Anr. Vs. Air India Ltd. (2014) SCC-9 407**, has observed as under:

“53. This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.”

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p.515 in the Ready Mix Concrete case (supra), the conditions are as follows:

“(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service.”

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's “four indicia” of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at p.429, observes as follows:

“(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal.”

57. A recent decision by the Queen's Bench, in JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the Ready Mix Concrete case (supra) as mentioned above. The JGE case (supra),

further noted that ‘control’ was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one.”

15. Apart from this, the Hon’ble Supreme Court in case titled as The Joint Secretary, Central Board of Secondary Education and Anr. Vs. Raj Kumar Mishra and others, 2025 LLR 474 has held that “for a person to claim employment under any organization, a direct master-servant relationship has to be established on paper”. The relevant portion of the judgment is reproduced as under:

“6. Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, *ipso facto*, they would become employees of the appellants is noted only to be rejected.”

7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.

8. This clearly in the considered opinion of the Court would not establish master-servant relationship.

9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed *supra*, has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

16. The other limb of arguments advanced by Ld. Counsel for the petitioner is that agreement if any executed between respondents no. 1 & 2 and respondent no. 3 is sham, nominal and merely a camouflage but apart from making bare averments in this regard nothing has been produced on record that to substantiate this plea. Moreover, the Hon’ble High Court of Himachal Pradesh in case titled as Manoj Kumar Vs. Sintex Industrial 2016 SCC Online HP 4276 has held as under:

“15. An effort has been made to belie the evidence produced by the respondent while submitting that as per the testimony of RW-3 Lalit in his cross-examination, M/s Apex Management Limited was registered as Contractor only in 2003 and as such how the said Contractor could have employed the petitioner in the respondent-establishment in the year 2001, however, unsuccessfully for the reason that it was merely a suggestion given to RW-3 and no other and further evidence has been produced to show that in

the year 2001 M/s Apex Management Consultant was not a registered Contractor. Otherwise also, the Apex Court in Dina Nath and others Vs. National Fertilisers Limited and others, AIR 1992 SC 457, has held that if a contractor is not registered one, penal action under Sections 23 and 25 of the Contract Act can be initiated against the principal employer or contractor, as the case may be, and the petitioner-workman can not claim himself to be the employee of principal employer on that score. This judgment reads as follows:

"It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the Government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of nonregistration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same."

16. Similar is the view of the matter taken by Jharkhand High Court in Their Workmen, Bihar Colliery Kamgar Union Vs. Bharat Coking Coal Limited and another, 2014 LLR 842. This judgment reads as follows:

"12. Learned counsel for the respondent management submitted that in the case of Dena Nath & Ors. [(1992) 1 SCC 695], Hon'ble Supreme Court held that the effect of non-compliance of the provisions of CLRA Act of 1970, i.e. non-registration of the establishment under Section 7 of the Act and non-possession of licence under Section 12 of the Act would not result in regularization of the concerned workmen, rather it would result in penal consequences – that is, prosecution under Section 23/24 of the CLRA Act, 1970 and therefore, the finding of the Tribunal that the contract labour system is sham or camouflage was an erroneous finding and referring to the findings of the Tribunal that the arrangement of the management is camouflage, learned Single Judge held that the said finding is in clear teeth of the decision rendered by Hon'ble Supreme Court in the case of Dena Nath & Ors. v. National Fertilizer Ltd. [(1992) 1 SCC 695] and para 22 thereof reads as under:

"22. It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 (sic 7) and 12 respectively is the penal provision, as envisaged under the Act for which reference may

be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this Court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same.”

17. "Therefore, even if it is presumed that M/s Apex Management Consultant was not a registered Contractor in the year 2001, it does not extend a right in favour of the petitioner-workman to claim that he was the employee of respondent-establishment or he has been removed from the service in violation of Section 25-F of the Act.”

17. Keeping in view the detailed discussion made hereinabove, the petitioner has miserably failed to establish on record that he was the employee of respondents no.1 and 2 and his services were illegally shown through respondent no. 3.

18. Though it was argued by the learned counsel for the petitioner that since the respondents have not chosen to contest this case as such the claim of the petitioner stand establish, but it is settled that the petitioner is required to stand on his own feet to prove the allegations levelled in the claim.

19. So far notice Ex. PW-1/C is concerned, it was required for the petitioner to have proved that he had completed 240 days in last preceding 12 months with respondent no. 3 before he could take the benefits of the provisions of Section 25-F of the Act.

20. In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows:

“The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in the case of Municipal Corporation, Faridabad v. Siri Niwas JT 2004 (7) SC 248 wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the nonproduction of certain relevant documents. This is what this Court had to say in that regard:”

"A court of law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may

exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

21. In Manager, Reserve Bank of India, Bangalore v. S. Mani and Ors. (2005(5) SCC 100) a three-Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous. In Batala Cooperative Sugar Mills Ltd. v. Sowaran Singh (2005 (7) Supreme 165) it was held as follows:

"So far as the question of onus regarding working for more than 240 days is concerned, as observed by this Court in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25) the onus is on the workman."

22. The document Ex. PW-1/C only establish on record that the petitioner was deployed by respondent no. 3 with respondents no. 1 & 2 and his services were terminated by respondent no. 3 vide Ex. PW-1/C, on the ground that he had tempered/ forged some document. Petitioner has not preferred any claim against respondent no. 3 for his reinstatement neither petitioner has led any evidence that he had completed 240 days with respondent 3 prior to his illegal termination. The petitioner has also failed to prove any violation of Section 9-A of the Act. Petitioner has neither produced any appointment letter issued by respondent no. 3 nor any attendance register or documents has been produced to establish that he had completed more than 240 days in each calendar year with respondent no. 3 or in preceding 12 months prior to his termination vide Ex. PW-1/C. Petitioner while leading evidence Ex. PW-1/A has not made any averment that on which date, month or year he was engaged by respondent no. 3 and deputed with respondents no. 1 & 2 nor there is any averment that he had completed 240 days with respondent no. 3 in preceding 12 months with respondent no. 3 rather the petitioner has taken the stand that he was not the employee of respondent no. 3 and was wrongly shown to be employee of respondent no. 3, deputed with respondent no. 1 & 2 as a contractual labour, as such he is also not entitled for any relief even against respondent no. 3.

23. The next contention which has been raised by the petitioner is that the respondents have retained persons junior to him and have also engaged new hands which is clear cut violation of Section 25-G of the Act. Though, the petitioner has mentioned the names of the junior persons, however there is no evidence that when these junior persons were engaged, who had engaged them and who are the persons who have been freshly engaged after the termination of the petitioner from the services. In view of the above discussion no violation of Section 25-G and 25-H has been established.

24. In view of the discussions made above the petitioner has failed to establish his case for reinstatement and for back wages and other services benefits as well as for regularization of his services, as such he is not entitled to any relief as claimed by him.

RELIEF

25. In view of my aforesaid discussion, petitioner has failed to establish his claim against respondents as such the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed by him in this reference. The reference is answered in the aforesaid terms.

26. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 25th day of February, 2026.

Sd/
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 23 of 2025
Instituted on : 16-05-2025
Decided on : 25-02-2026

Anil Kumar, s/o Sh. Rattan Singh, r/o V.P.O. Shillog, Korgi, Tehsil Kamroo, District Solan, H.P.
..Petitioner.

VERSUS

1. Dr. Y.S. Parmar University of Horticulture and Forestry Nauri, Solan, H.P., through its registrar.
2. The Associate Director (R&E) Regional Horticulture Research Training Station (RHR & TS) Dhaulakuan, District Sirmaur, H.P.
3. Orien Safety & Security Pvt. Ltd. SF-20, City Emporium Mall Plot No. 143 A, Industrial Area, Phase-I Chandigarh, through its Authorized Signatory. .. Respondents.

Claim petition under Section 2-A of the Industrial Disputes Act, 1947

For the petitioner : Sh. R.K. Khidta, Advocate
For the respondent no. 1 : ex-parte
For the respondent no. 2 : ex-parte
For the respondent no. 3 : ex-parte

AWARD

The present claim petition has been filed by the petitioner directly before this Court under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) with the prayer to set aside the termination order dated 12-12-2024 of the petitioner passed by the respondent no. 3 *w.e.f.* 13-12-2024 without complying with the provisions of the Act and in violation of Section 33 of the I.D. Act with the further prayer that respondent be directed to reinstate the petitioner with all consequential service benefits including full back wages *w.e.f.* 13-12-2024 and the services of the petitioner may be regularized as per the policy of the State Government.

2. The facts as emerges from the statement of claim are that the petitioner is the permanent R/O V.P.O. Shillog, Korgi, Tehsil Kamroo, District Solan, H.P. who was engaged as Fieldworker/ Beldar/ Class-IV/ Helper by the respondent no. 1 and respondent no. 2 in the month of July, 2013 and he was asked to join his duty with respondent no. 2 at place Dhaulakuan where the attendance of the petitioner was regularly marked in inventory register/ attendance register which was maintained by the Associate Director at Dhaulakuan and he worked as such till 29.06.2016. Thereafter, petitioner was engaged as Fieldman/ Gardner *w.e.f.* 01.03.2017 and worked as such till 01.07.2021 under respondent no. 1. Petitioner was also allotted government accommodation of quarter type-II house vide office order dated 21.07.2018 by the respondent no. 2. After 01.07.2021 the petitioner was engaged on contractual basis as Fieldworker/ Beldar/ Class-IV by the Director of Research Dr. Y.S. Parmar University Solan and worked as such till 12.12.2024. However, before changing the service condition of the petitioner, the respondent university did not comply with the mandatory provision of Section 9-A of the Act. The services of the petitioner have been shown to be engaged through contractor by the university illegally. Whereas, the petitioner was actually engaged by the university and he was working under the direct control and supervision of the university for all purposes and performed his duty as per the direction issued by the officials of the respondent no. 1 and respondent no. 2 from time to time. Respondent no. 3, through letter dated 12.12.2024 without complying with the mandatory provisions of the Act and without any authority terminated the services of the petitioner *w.e.f.* 13.12.2024. Respondent no. 3 was not having any power to terminate the services of the petitioner, as petitioner was engaged by the respondent no. 1 and respondent no. 2. The services of the petitioner shown through the different contractor namely Rainbow, Sona Enterprises and lastly shown through respondent no. 3 is totally illegal as the university has no license to engage the worker through contractor nor the so called contractors have any license as per the Contract Labour (Regulation and Abolition) Act, 1970 to deploy the contract labour with the university. The contract of the fieldworker/ Beldar/ Class-IV/ Helper and Field Assistant given to the respondent no. 3 by the respondent no. 1 is totally illegal as the petitioner and other workers were engaged by the respondent no. 1 and respondent no. 2 shown through the contractor deem to be employed of respondent no. 1 and respondent no. 2 as the contract executed between the university and so called contractor namely Rainbow Enterprises, Sona Enterprises and lastly with the respondent no. 3 is not valid in the eyes of the law. The agreement if any executed between the university and so called contractor is shame, nominal and merely camouflage as day to day work, administrative control and supervision over the petitioner was exercised by the respondent no. 1 and respondent no. 2. The services of the petitioner have been terminated by the respondent no. 3 at the instance of respondent no. 1 and respondent no. 2 without following the mandatory provisions of the Act. Petitioner filed the writ petition for regularization before the Hon'ble High Court of HP and the case was registered as CWP No. 10356/2024. After receiving the notice in the writ petition, university as well as the company instead of filing the reply became vindictive and services of the petitioner were illegally terminated vide termination letter dated 12.12.2024, whereas the services of junior persons of the petitioner have been retained by the respondent in utter violation of "last come first go". It is averred that junior persons to the petitioner namely Zafer Ali, Balbir, Sunil, Baldev, Tarseem and Aruna Devi are still working and new persons have been engaged to perform the work by the respondent. Petitioner has already completed 240 days in each calendar year, as such the termination of services of the petitioner without complying with the mandatory provisions of Section 9-A, 25-F, 25-G, 25-H and 25-N of the Act is totally illegal. It is averred that the demand notice was raised by the petitioner on 24-12-2024 upon which respondents were summoned by the conciliation officer and respondents had also filed reply. The appropriate government failed to send the reference to this Court within 45 days, as such the present claim petition under Section 2-A has been directly filed by the petitioner before this Court. Petitioner through this claim petition has prayed that the impugned termination order dated 13.12.2024 passed by the respondent no. 3 be declared null and void and petitioner be re-instated in services *w.e.f.* 13.12.2024 with all service benefits including full back wages, continuity and seniority. Apart from this, the petitioner has also prayed that the action of the

respondent university whereby the petitioner has been shown to be engaged through contractor be held illegal and the respondent no. 1 and respondent no. 2 be directed to pay all the service benefits to the petitioner including the regularization of the services as per the Government policy. Apart from this, petitioner has also prayed that the respondents be also directed to pay the damages to the tune of Rs. 10 Lakh and litigation costs of Rs. 55,000/-. The claim petition is duly supported with an affidavit of Sh. Anil Kumar, petitioner.

3. Notices of this claim petition were sent to the respondents, however despite service in accordance with law, the respondents did not appear and were proceeded against *ex-parte vide* order dated 04-07-2025.

4. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. The petitioner has also tendered in evidence copy of office order dated 21-07-2018 Ex. PW-1/B, termination letter Ex. PW-1/C, demand notice Ex. PW-1/D, letter issued by Labour Officer Ex. PW-1/E and duty pass dated 07-05-2021 Ex. PW-1/F.

5. Petitioner also examined, Sh. Desh Raj, who appeared into the witness box as PW-2 to depose that he is running garment shop at Dhaulakaun for the last 15 years and he knows the petitioner who was working with Associate Director Regional Horticulture Research Training Station, Dhaulakaun for last more than 12 years. He further deposed that he has seen the petitioner working with the respondent department and no contract workers were working with the respondent department.

6. Petitioner also examined, Sh. Layak Ram, who appeared into the witness box as PW-3 and deposed that he knows the petitioner and had seen him working with the respondent department for last 12 years.

7. These witnesses have not been cross-examined, as the respondents have already proceeded against *ex-parte*.

8. This is the entire evidence led by the petitioner.

9. So far as the present claim is concerned, the petitioner has claimed that he was employee of respondent no. 1 and respondent no. 2 as he was engaged as Fieldworker/ Beldar/ Class-IV/ Helper in the month of July, 2013. Thereafter he was asked to join the duty with respondent no. 2 at place Dhaulakuan where the attendance of the petitioner was regularly marked in inventory register/ attendance register maintained by the Associate Director at Dhaulakuan and he worked as such till 29.06.2016. There after he was engaged as Fieldman/Gargner under respondent No1. After 01.07.2021 the petitioner was appointed on contractual basis as Fieldworker/ Beldar/ Class-IV by respondent no. 2 and worked as such till 12.12.2024. However, before changing the service condition of the petitioner the respondent university did not comply with the mandatory provisions of Section 9-A of the Act. The services of the petitioner have been shown to be engaged through contractor by respondent no. 1 illegally. Whereas, he was working under the direct control and supervision of respondent no. 1 and respondent no. 2. It is further claimed that respondent no. 3 through letter dated 12-12-2024 without complying the mandatory provisions of the Act, terminated the services of the petitioner *w.e.f.* 13-12-2024. The respondent no. 3 was not having any power to terminate the services of the petitioner, as the petitioner was engaged by respondent no. 1 and respondent no. 2.

10. So far as the present claim is concerned, the document placed by the petitioner to show his employment with respondents no. 1 & 2 is Ex. PW-1/B. The same is office order dated 21-07-2018 which reads as under:

“Considering the request, made by Sh. Anil Kumar, Labourer (outsourcer) a vacant lying quarter in type-II is hereby allotted in his favour. He will be responsible for the maintenance of the quarter and will pay the license fee every month in advance the undersigned, besides the electricity and water charges to the departments concerned.

The above contractual labourer may occupy the accommodation within 10 days from the issue of this letter and report for the same to the undersigned.”

The perusal of the above office order clearly establish on record that the petitioner was referred as contractual labourer and on his request the vacant lying quarter in type-II was allotted in his favour. The contractual labourer i.e. petitioner was asked to occupy the accommodation within 10 days from the issuance of this letter. So far as, this office letter is concerned the same has been produced by the petitioner which establish on record that petitioner was working as labourer on outsource. Ex. PW-1/C is a job discontinuation letter which has been issued by respondent no. 3 to the petitioner. Petitioner though has claim that he was a regular employee of respondent no. 1 and 2 but through letter dated 12-12-2024, the services of the petitioner have been terminated without complying with mandatory provisions of law and without any authority. The claim of the petitioner is that the services of the petitioner have been shown through different contract namely Rainbow, Sona enterprises and lastly shown through respondent no. 3 which is totally illegal as the university has no license to engage the worker through contractor nor the contractors have any license as per the Contract Labour (Regulation and Abolition) Act, 1970 to deploy the contract employee with the university.

11. The petitioner though has also claimed that he was the employee of respondents no. 1 and 2 and there was relationship of employer and employee between petitioner and respondent no.1 and respondent no. 2 since July, 2013 to 13-12-2024, but there is nothing on record to substantiate this plea of the petitioner. No appointment letter has been produced by the petitioner to substantiate this plea nor any attendance register has been produced to show that he was working under the direct control and supervision of respondent no. 1 and respondent no. 2 since July, 2013 to 13-12-2024. The onus is heavily on the petitioner to prove that there was relationship of employer and employee between respondent no. 1 and respondent no. 2 with the petitioner since July, 2013 to 13.12.2024.

12. The **Hon’ble Apex Court in case titled as Balwant Rai Saluja & Anr. Vs. Air India Ltd. (2014) SCC-9 407**, has observed as under:

“53. This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.”

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p.515 in the Ready Mix Concrete case (supra), the conditions are as follows:

“(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for

his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service.”

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's “four indicia” of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at p.429, observes as follows:

“(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal.”

57. A recent decision by the Queen’s Bench, in JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the Ready Mix Concrete case (supra) as mentioned above. The JGE case (supra), further noted that ‘control’ was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one.”

13. Apart from this, the Hon’ble Supreme Court in case titled as The Joint Secretary, Central Board of Secondary Education and Anr. Vs. Raj Kumar Mishra and others, 2025 LLR 474 has held that “for a person to claim employment under any organization, a direct master-servant relationship has to be established on paper”. The relevant portion of the judgment is reproduced as under:

“6. Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, *ipso facto*, they would become employees of the appellants is noted only to be rejected.”

7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct

master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.

8. This clearly in the considered opinion of the Court would not establish master-servant relationship.

9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed *supra*, has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

14. The other limb of arguments advanced by Ld. Counsel for the petitioner is that agreement if any executed between respondents no. 1 & 2 and respondent no. 3 is shame, nominal and merely a camouflage but apart from making bare averments in this regard nothing has been produced on record that to substantiate this plea. Moreover, the **Hon'ble High Court of Himachal Pradesh in case titled as Manoj Kumar Vs. Sintex Industrial 2016 SCC Online HP 4276** has held as under:

"15. An effort has been made to belie the evidence produced by the respondent while submitting that as per the testimony of RW-3 Lalit in his cross-examination, M/s Apex Management Limited was registered as Contractor only in 2003 and as such how the said Contractor could have employed the petitioner in the respondent-establishment in the year 2001, however, unsuccessfully for the reason that it was merely a suggestion given to RW-3 and no other and further evidence has been produced to show that in the year 2001 M/s Apex Management Consultant was not a registered Contractor. Otherwise also, the Apex Court in *Dina Nath and others Vs. National Fertilisers Limited and others*, AIR 1992 SC 457, has held that if a contractor is not registered one, penal action under Sections 23 and 25 of the Contract Act can be initiated against the principal employer or contractor, as the case may be, and the petitioner-workman can not claim himself to be the employee of principal employer on that score. This judgment reads as follows:"

"It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the Government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (*supra*) since these decisions are under challenge in this court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of

nonregistration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same.”

16. Similar is the view of the matter taken by Jharkhand High Court in *Their Workmen, Bihar Colliery Kamgar Union Vs. Bharat Coking Coal Limited and another*, 2014 LLR 842. This judgment reads as follows:

“12. Learned counsel for the respondent management submitted that in the case of *Dena Nath & Ors.* [(1992) 1 SCC 695], Hon’ble Supreme Court held that the effect of non-compliance of the provisions of CLRA Act of 1970, i.e. non-registration of the establishment under Section 7 of the Act and non-possession of licence under Section 12 of the Act would not result in regularization of the concerned workmen, rather it would result in penal consequences – that is, prosecution under Section 23/24 of the CLRA Act, 1970 and therefore, the finding of the Tribunal that the contract labour system is sham or camouflage was an erroneous finding and referring to the findings of the Tribunal that the arrangement of the management is camouflage, learned Single Judge held that the said finding is in clear teeth of the decision rendered by Hon’ble Supreme Court in the case of *Dena Nath & Ors. v. National Fertilizer Ltd.* [(1992) 1 SCC 695] and para 22 thereof reads as under:”

“22. It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 (sic 7) and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this Court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same.”

17. Therefore, even if it is presumed that M/s Apex Management Consultant was not a registered Contractor in the year 2001, it does not extend a right in favour of the petitioner-workman to claim that he was the employee of respondent-establishment or he has been removed from the service in violation of Section 25-F of the Act.”

15. Keeping in view the detailed discussion made hereinabove, the petitioner has miserably failed to establish on record that he was the employee of respondents no.1 and 2 and his services were illegally shown through respondent no. 3.

16. Though it was argued by the learned counsel for the petitioner that since the respondents have not chosen to contest this case as such the claim of the petitioner stand establish,

but it is settled that the petitioner is required to stand on his own feet to prove the allegations levelled in the claim.

17. So far notice Ex. PW-1/C is concerned, it was required for the petitioner to have proved that he had completed 240 days in last preceding 12 months with respondent no. 3 before he could take the benefits of the provisions of Section 25-F of the Act.

18. In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows:

“The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in the case of Municipal Corporation, Faridabad v. Siri Niwas JT 2004 (7) SC 248 wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the nonproduction of certain relevant documents. This is what this Court had to say in that regard:”

"A court of law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

19. In Manager, Reserve Bank of India, Bangalore v. S. Mani and Ors. (2005(5) SCC 100) a three-Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous. In Batala Cooperative Sugar Mills Ltd. v. Sowaran Singh (2005 (7) Supreme 165) it was held as follows:

“So far as the question of onus regarding working for more than 240 days is concerned, as observed by this Court in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25) the onus is on the workman.”

20. The document Ex. PW-1/C only establish on record that the petitioner was deployed by respondent no. 3 with respondents no. 1 & 2 and his services were terminated by respondent no. 3 vide Ex. PW-1/C, on the ground that he had tempered/ forged some document. Petitioner has not preferred any claim against respondent no. 3 for his reinstatement neither petitioner has led any evidence that he had completed 240 days with respondent 3 prior to his illegal termination. The petitioner has also failed to prove any violation of Section 9-A of the Act. Petitioner has neither produced any appointment letter issued by respondent no. 3 nor any attendance register or documents has been produced to establish that he had completed more than 240 days in each calendar year with respondent no. 3 or in preceding 12 months prior to his termination vide Ex.

PW-1/C. Petitioner while leading evidence Ex. PW-1/A has not made any averment that on which date, month or year he was engaged by respondent no. 3 and deputed with respondents no. 1 & 2 nor there is any averment that he had completed 240 days with respondent no. 3 in preceding 12 months with respondent no. 3 rather the petitioner has taken the stand that he was not the employee of respondent no. 3 and was wrongly shown to be employee of respondent no. 3, deputed with respondent no. 1 & 2 as a contractual labour, as such he is also not entitled for any relief even against respondent no. 3.

21. The next contention which has been raised by the petitioner is that the respondents have retained persons junior to him and have also engaged new hands which is clear cut violation of Section 25-G of the Act. Though, the petitioner has mentioned the names of the junior persons, however there is no evidence that when these junior persons were engaged, who had engaged them and who are the persons who have been freshly engaged after the termination of the petitioner from the services. In view of the above discussion no violation of Section 25-G and 25-H has been established.

22. In view of the discussions made above the petitioner has failed to establish his case for reinstatement and for back wages and other services benefits as well as for regularization of his services, as such he is not entitled to any relief as claimed by him.

RELIEF

23. In view of my aforesaid discussion, petitioner has failed to establish his claim against respondents as such the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed by him in this reference. The reference is answered in the aforesaid terms.

24. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 25th day of February, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla (H.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 24 of 2025
Instituted on : 16-05-2025

Decided on : 25-02-2026

Jag Pal, s/o Late Sh. Bhuru Ram, r/o VPO Tatiyana, Tehsil Kamroo, District Sirmaur, H.P.
..Petitioner.

VERSUS

1. Dr. Y.S. Parmar University of Horticulture and Forestry Nauri, Solan, H.P., through its registrar.

2. The Associate Director (R&E) Regional Horticulture Research Training Station (RHR & TS) Dhaulakuan, District Sirmaur, H.P.

3. Orien Safety & Security Pvt. Ltd. SF-20, City Emporium Mall Plot No. 143 A, Industrial Area, Phase-I Chandigarh, through its Authorized Signatory. .. Respondents.

Claim petition under Section 2-A of the Industrial Disputes Act, 1947

For the petitioner : Sh. R.K. Khidtta, Advocate

For the respondent no. 1 : ex-parte

For the respondent no. 2 : ex-parte

For the respondent no. 3 : ex-parte

AWARD

The present claim petition has been filed by the petitioner directly before this Court under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) with the prayer to set aside the oral termination order dated 15.05.2024 of the petitioner passed by the respondent no. 2 *w.e.f.* 16.05.2024 without complying with the provisions of the Act and in violation of provisions of the I.D. Act with the further prayer that respondent be directed to reinstate the petitioner with all consequential service benefits including full back wages *w.e.f.* 16.05.2024 and the services of the petitioner may be regularized as per the policy of the State Government.

2. The facts as emerges from the statement of claim are that the petitioner is the permanent R/O V.P.O. Tatiyana, Tehsil Kamroo, District Sirmaur, H.P. who was engaged as Fieldman/ Gardner/ Beldar by the respondent no. 1 *w.e.f.* July, 2013 and he was asked to join his duty with respondent no. 2 at place Dhaulakuan where the attendance of the petitioner was regularly marked in inventory register/ attendance register which was maintained by the Associate Director at Dhaulakuan and he worked as such till March, 2017. Thereafter, petitioner was engaged as Fieldman/ Gardner *w.e.f.* 01.03.2017 and worked as such till 15.05.2024 under respondents no. 1 and 2. Petitioner was also allotted government accommodation of quarter type-II house vide office order dated 31.10.2018 by the respondent no. 2. The services of the petitioner have been shown to be engaged through contractor by the university illegally. Whereas, the petitioner was actually engaged by the university and he was working under the direct control and supervision of the university for all purposes and performed his duty as per the direction issued by the officials of the respondent no. 1 and respondent no. 2 from time to time. Respondents without complying with the mandatory provisions of the Act and without any authority terminated the services of the petitioner orally *w.e.f.* 16-05-2024. Respondent was not having any power to terminate the services of the petitioner orally, as petitioner was working regularly and has completed 240 days in each calendar year. The services of the petitioner shown through the different contractor namely Rainbow, Sona Enterprises and lastly shown through respondent no. 3 is totally illegal as the university has no license to engage the worker through contractor nor the so called contractors have any license as per the Contract Labour (Regulation and Abolition) Act, 1970 to deploy the contract labour with the university. The contract of the fieldworker/ Beldar/ Class-IV/ Helper and Field Assistant given to the respondent no. 3 by the respondent no. 1 is totally illegal as the petitioner and other workers were engaged by the respondent no. 1 and respondent no. 2 shown through the contractor deem to be employed of respondent no. 1 and respondent no. 2 as the contract executed between the university and so called contractor namely Rainbow Enterprises, Sona Enterprises and lastly with

the respondent no. 3 is not valid in the eyes of the law. The agreement if any executed between the university and so called contractor is shame, nominal and merely camouflage as day to day work, administrative control and supervision over the petitioner was exercised by the respondent no. 1 and respondent no. 2. The services of the petitioner have been terminated by the respondent without following the mandatory provisions of the Act. It is alleged that one Sh. Prem Pal Singh who is working as Laboratory Attendant at Regional Horticulture Research Training Station (RHR&TS) Dhaulakuan had misbehaved with the wife of the petitioner during the year 2020-2021 for which he was reprimanded at that time by the official of the university for his misbehavior. The said Sh. Prem Pal Singh had again misbehaved with the wife of the petitioner and have threatened her that if she resists or files any complaint against him he would get services of her husband terminated from the university. In this regard wife of the petitioner had lodged FIR No. 81/2024 against Prem Pal Singh. It is alleged that respondents no. 1 & 2 instead of taking action against Prem Pal Singh in connivance with respondent no. 3 orally terminated the services of the petitioner. It is averred that junior persons to the petitioner namely Zafer Ali, Balbir, Sunil, Baldev, Tarseem and Aruna Devi are still working and new persons have been engaged to perform the work by the respondent. Petitioner has already completed 240 days in each calendar year, as such the termination of services of the petitioner without complying with the mandatory provisions of Section 9-A, 25-F, 25-G, 25-H and 25-N of the Act is totally illegal. It is averred that the demand notice was raised by the petitioner on 01-10-2024 upon which respondents were summoned by the conciliation officer and respondents had also filed reply. The appropriate government failed to send the reference to this Court within 45 days, as such the present claim petition under Section 2-A has been directly filed by the petitioner before this Court. Petitioner through this claim petition has prayed that the impugned oral termination order dated 15-05-2024 passed by the respondents be declared null and void and petitioner be re-instated in services *w.e.f.* 15-05-2024 with all service benefits including full back wages, continuity and seniority. Apart from this, the petitioner has also prayed that the action of the respondent university whereby the petitioner has been shown to be engaged through contractor be held illegal and the respondent no. 1 and respondent no. 2 be directed to pay all the service benefits to the petitioner including the regularization of the services as per the Government policy. Apart from this, petitioner has also prayed that the respondents be also directed to pay the damages to the tune of Rs. 10 Lakh and litigation costs of Rs. 55,000/-. The claim petition is duly supported with an affidavit of Sh. Jag Pal, petitioner.

3. Notices of this claim petition were sent to the respondents, however despite service in accordance with law, the respondents did not appear and were proceeded against *ex-parte vide* order dated 04-07-2025.

4. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. The petitioner has also tendered in evidence letter dated 31.10.2018 Ex. PW-1/B, copy of attendance register mark-PX, FIR dated 18.05.2024 Ex. PW-1/C, demand notice Ex. PW-1/D and reply to demand notice Ex. PW-1/E.

5. Petitioner also examined, Sh. Desh Raj, who appeared into the witness box as PW-2 to depose that he is running garment shop at Dhaulakaun for the last 15 years and he knows the petitioner who was working with Associate Director Regional Horticulture Research Training Station, Dhaulakaun for last more than 10 years. He further deposed that he has seen the petitioner working with the respondent department and no contract workers were working with the respondent department.

6. Petitioner also examined, Sh. Layak Ram, who appeared into the witness box as PW-3 and deposed that he knows the petitioner and had seen him working with the respondent department for last 10 years.

7. These witnesses have not been cross-examined, as the respondents have already proceeded against ex-parte.

8. This is the entire evidence led by the petitioner.

9. So far as the present claim is concerned, the petitioner has claimed that he was employee of respondent no. 1 as he was engaged as Fieldman/ Gardner/ Beldar *w.e.f.* July, 2013. Thereafter he was asked to join the duty with respondent no. 2 at place Dhaulakuan where the attendance of the petitioner was regularly marked in inventory register/ attendance register maintained by the Associate Director at Dhaulakuan and he worked as such till March, 2017. Thereafter he was engaged as Fieldman/Gardner under respondent no. 1. The services of the petitioner have been shown to be engaged through contractor by respondent no. 1 illegally. Whereas, he was working under the direct control and supervision of respondent no. 1 and respondent no. 2. It is further claimed that respondent no. 2 through letter dated 15-05-2024 without complying the mandatory provisions of the Act, orally terminated the services of the petitioner *w.e.f.* 16-05-2024. The respondent no 3 was not having any power to terminate the services of the petitioner, as the petitioner was working regularly and has completed 240 days in each calendar year.

10. So far as the present claim is concerned, the document placed by the petitioner to show his employment with respondents no. 1 & 2 is Ex. PW-1/B. The same is office order dated 31-10-2018 which reads as under:

“Considering the request, made by Sh. Anil Kumar, Labourer (outsourcer) a vacant lying quarter in type-II is hereby allotted in his favour. He will be responsible for the maintenance of the quarter and will pay the license fee every month in advance the undersigned, besides the electricity and water charges to the departments concerned.

The above contractual labourer may occupy the accommodation within 10 days from the issue of this letter and report for the same to the undersigned.”

The perusal of the above office order clearly establish on record that the petitioner was referred as contractual labourer and on his request the vacant lying quarter in type-II was allotted in his favour. The contractual labourer i.e. petitioner was asked to occupy the accommodation within 10 days from the issuance of this letter. Petitioner though has claim that he was a regular employee of respondents but through letter dated 15.05.2024, the services of the petitioner have been orally terminated without complying with mandatory provisions of law and without any authority. The claim of the petitioner is that the services of the petitioner have been shown through different contract namely Rainbow, Sona enterprises and lastly shown through respondent no. 3 which is totally illegal as the university has no license to engage the worker through contractor nor the contractors have any license as per the Contract Labour (Regulation and Abolition) Act, 1970 to deploy the contract employee with the university.

11. The petitioner though has also claimed that he was the employee of respondents no. 1 and 2 and there was relationship of employer and employee between petitioner and respondent no.1 and respondent no. 2 since July, 2013 to 16.05.2024, but there is nothing on record to substantiate this plea of the petitioner. No appointment letter has been produced by the petitioner to substantiate this plea that he was working under the direct control and supervision of respondent no. 1 and respondent no. 2 since July, 2013 to 16.05.2024. Reliance was placed document mark-PX though this document has not produced on record in accordance with law, but even if this document is considered this entry is also qua contractual labourer. So far as, FIR Ex. PW-1/C is concerned

that this FIR has no connection with the case in hand but in this FIR also the wife of the petitioner had stated that her husband (present petitioner) was working on outsource basis in the department Horticulture University, Dhoulakua. The onus is heavily on the petitioner to prove that there was relationship of employer and employee between respondent no. 1 and respondent no. 2 with the petitioner since July, 2013 to 16.05.2024.

12. The **Hon'ble Apex Court in case titled as Balwant Rai Saluja & Anr. Vs. Air India Ltd. (2014) SCC-9 407**, has observed as under:

“53. This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.”

54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p.515 in the Ready Mix Concrete case (supra), the conditions are as follows:

“(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service.”

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's “four indicia” of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at p.429, observes as follows:

“(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal.”

57. “A recent decision by the Queen’s Bench, in JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the Ready Mix Concrete case (supra) as mentioned above. The JGE case (supra), further noted that ‘control’ was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be

needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one.”

13. Apart from this, the **Hon’ble Supreme Court in case titled as The Joint Secretary, Central Board of Secondary Education and Anr. Vs. Raj Kumar Mishra and others, 2025 LLR 474** has held that “for a person to claim employment under any organization, a direct master-servant relationship has to be established on paper”. The relevant portion of the judgment is reproduced as under:

“6. Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, *ipso facto*, they would become employees of the appellants is noted only to be rejected.”

7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.

8. This clearly in the considered opinion of the Court would not establish master-servant relationship.

9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed *supra*, has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

14. The other limb of arguments advanced by Ld. Counsel for the petitioner is that agreement if any executed between respondents no. 1 & 2 and respondent no. 3 is shame, nominal and merely a camouflage but apart from making bare averments in this regard nothing has been produced on record that to substantiate this plea. Moreover, the **Hon’ble High Court of Himachal Pradesh in case titled as Manoj Kumar Vs. Sintex Industrial 2016 SCC Online HP 4276** has held as under:

“15. An effort has been made to belie the evidence produced by the respondent while submitting that as per the testimony of RW-3 Lalit in his cross-examination, M/s Apex Management Limited was registered as Contractor only in 2003 and as such how the said Contractor could have employed the petitioner in the respondent-establishment in the year 2001, however, unsuccessfully for the reason that it was merely a suggestion given to RW-3 and no other and further evidence has been produced to show that in the year 2001 M/s Apex Management Consultant was not a registered Contractor. Otherwise also, the Apex Court in Dina Nath and others Vs. National Fertilisers Limited and others, AIR 1992 SC 457, has held that if a contractor is not registered

one, penal action under Sections 23 and 25 of the Contract Act can be initiated against the principal employer or contractor, as the case may be, and the petitioner-workman can not claim himself to be the employee of principal employer on that score. This judgment reads as follows:"

"It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the Government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same."

16. Similar is the view of the matter taken by Jharkhand High Court in Their Workmen, Bihar Colliery Kamgar Union Vs. Bharat Coking Coal Limited and another, 2014 LLR 842. This judgment reads as follows:

"12. Learned counsel for the respondent management submitted that in the case of Dena Nath & Ors. [(1992) 1 SCC 695], Hon'ble Supreme Court held that the effect of non-compliance of the provisions of CLRA Act of 1970, i.e. non-registration of the establishment under Section 7 of the Act and non-possession of licence under Section 12 of the Act would not result in regularization of the concerned workmen, rather it would result in penal consequences – that is, prosecution under Section 23/24 of the CLRA Act, 1970 and therefore, the finding of the Tribunal that the contract labour system is sham or camouflage was an erroneous finding and referring to the findings of the Tribunal that the arrangement of the management is camouflage, learned Single Judge held that the said finding is in clear teeth of the decision rendered by Hon'ble Supreme Court in the case of Dena Nath & Ors. v. National Fertilizer Ltd. [(1992) 1 SCC 695] and para 22 thereof reads as under:"

"22. It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 (sic 7) and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue

any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this Court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same.”

17. Therefore, even if it is presumed that M/s Apex Management Consultant was not a registered Contractor in the year 2001, it does not extend a right in favour of the petitioner-workman to claim that he was the employee of respondent-establishment or he has been removed from the service in violation of Section 25-F of the Act.”

15. Keeping in view the detailed discussion made hereinabove, the petitioner has miserably failed to establish on record that he was the employee of respondents no.1 and 2 and his services were illegally shown through respondent no. 3.

16. Though it was argued by the learned counsel for the petitioner that since the respondents have not chosen to contest this case as such the claim of the petitioner stand establish, but it is settled that the petitioner is required to stand on his own feet to prove the allegations levelled in the claim.

17. It was required for the petitioner to have proved that he had completed 240 days in last preceding 12 months with respondent no. 3 before he could take the benefits of the provisions of Section 25-F of the Act.

18. In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows:

“The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in the case of Municipal Corporation, Faridabad v. Siri Niwas JT 2004 (7) SC 248 wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the nonproduction of certain relevant documents. This is what this Court had to say in that regard:”

“A court of law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw

any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

19. In Manager, Reserve Bank of India, Bangalore v. S. Mani and Ors. (2005(5) SCC 100) a three-Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous. In Batala Cooperative Sugar Mills Ltd. v. Sowaran Singh (2005 (7) Supreme 165) it was held as follows:—

"So far as the question of onus regarding working for more than 240 days is concerned, as observed by this Court in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25) the onus is on the workman."

20. Office order vide Ex. PW-1/B is not sufficient to establish the relationship of employer and employee between the petitioner and respondent no. 1 & 2. No termination/discontinuation letter has been produced on record to establish that respondent no. 3 had terminated the services of the petitioner illegally. The petitioner has also failed to prove any violation of Section 9-A of the Act. Petitioner has neither produced any appointment letter issued by respondent no. 3 nor any attendance register or documents has been produced to establish that he had completed more than 240 days in each calendar year with respondent no. 3 or in preceding 12 months prior to his alleged termination. Petitioner while leading evidence Ex. PW-1/A has not made any averment that on which date, month or year he was engaged by respondent no. 3 and deputed with respondents no. 1 & 2 nor there is any averment that he had completed 240 days with respondent no. 3 in preceding 12 months with respondent no. 3 rather the petitioner has taken the stand that he was not the employee of respondent no. 3 and was wrongly shown to be employee of respondent no. 3 deputed with respondent no. 1 & 2 as a contractual labour, as such he is also not entitled for any relief even against respondent no. 3.

21. The next contention which has been raised by the petitioner is that the respondents have retained persons junior to him and have also engaged new hands which is clear cut violation of Section 25-G of the Act. Though, the petitioner has mentioned the names of the junior persons, however there is no evidence that when these junior persons were engaged, who had engaged them and who are the persons who have been freshly engaged after the termination of the petitioner from the services. In view of the above discussion no violation of Section 25-G and 25-H has been established.

22. In view of the discussions made above the petitioner has failed to establish his case for reinstatement and for back wages and other services benefits as well as for regularization of his services, as such he is not entitled to any relief as claimed by him.

RELIEF

23. In view of my aforesaid discussion, petitioner has failed to establish his claim against respondents as such the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed by him in this reference. The reference is answered in the aforesaid terms.

24. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 25th day of February, 2026.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla (H.P.).

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla the 18th March, 2026

No. HHC/GAZ/14-315/2010-I.—Hon'ble the Chief Justice has been pleased to grant 06 days earned leave *w.e.f.* 23-03-2026 to 28-03-2026 with prefix Gazetted holiday and Sunday falling on 29-03-2026 in favour of Sh. Nikhil Agarwal, Senior Civil Judge-*cum*-CJM, Chamba, H.P.

Certified that Sh. Nikhil Agarwal is likely to join the same post and at the same station from where he proceeds on leave, after expiry of the above period of leave.

Also certified that Sh. Nikhil Agarwal would have continued to hold the post of Senior Civil Judge-*cum*-CJM, Chamba, H.P., but for his proceeding on leave for the above period.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 18th March, 2026

No. HHC/GAZ/14-262/2003-I.—Hon'ble the Chief Justice has been pleased to grant 05 days earned leave *w.e.f.* 16-03-2026 to 20-03-2026 with permission to prefix 15-03-2026 being Sunday and suffix 21-03-2026 and 22-03-2026 being Gazetted holiday and Sunday, respectively in favour of Sh. Abhay Mandiyal, Additional District and Sessions Judge-I Solan.

Certified that Sh. Abhay Mandiyal is likely to join the same post and at the same station from where he proceeds on leave, after expiry of the above period of leave.

Also certified that Sh. Abhay Mandiyal, would have continued to hold the post of Additional District and Sessions Judge-I, Solan but for his proceeding on leave for the above period.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 20th March, 2026

No. HHC/Admn.E. 5(12)/2022-CAO.—In exercise of the powers vested in him under Rule 9 of the Himachal Pradesh District Judiciary Staff (Recruitment, Promotion, Control, Conduct, Discipline and other Conditions of Service) Rules, 2022, Hon'ble the Chief Justice has been pleased to promote/appoint **Sh. Suresh Kumar, Senior Sheristedar, O/o Principal Judge, Family Court, Mandi, H.P.**, as Chief Administrative Officer (Selection Post) in the office of District and Sessions Judge Mandi, H.P., in the Pay Matrix Level 17, on and with effect from 01-05-2026.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 20th March, 2026

No. HHC/Admn.3(331)/92-II.—01 day's earned leave for 20-03-2026, with permission to suffix Gazetted Holiday and Sunday falling on 21-03-2026 and 22-03-2026, is hereby sanctioned, in favour of Shri Davinder Chopra, Registrar (Accounts) of this Registry.

Certified that Shri Davinder Chopra is likely to join the same post and at the same station from where he proceeds on leave after the expiry of the above leave period.

Certified that Shri Davinder Chopra would have continued to officiate the same post of Registrar (Accounts) but for his proceeding on leave.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 20th March, 2026

No. HHC/Admn.16(8)74-VI-Part.—Hon'ble the Chief Justice, in exercise of the powers vested in him u/s 139(b) of the Code of Civil Procedure, 1908, Section 333(1)(b) of the Bharatiya

Nagarik Suraksha Sanhita, 2023 and Rule 5(vi) of the H.P. Oath Commissioners (Appointment & Control) Rules, 2007, has been pleased to appoint Sh. Navneet Singh Chauhan (HIM/100/2021). Ms. Ravinderjit Kaur (HIM/65/2015). Ms. Neha (HIM/684/2022), Ms. Shailja Verma (HIM/266/2008), Sh. Anurag (HIM/152/2021) and Sh. Varun Kumar (HIM/776/2023), Advocate(s) as Oath Commissioners at Hamirpur, Distt. Hamirpur, H.P., for a period of two years with immediate effect, for administering oaths and affirmations on affidavits to the deponents under the aforesaid Codes and Rules.

By order of Hon'ble the Chief Justice,

Sd/-
Registrar (Administration).

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 24th March, 2026

No. HHC/GAZ/14-335/2013.—Hon'ble the Chief Justice has been pleased to grant *ex-post facto* sanction of 03 days commuted leave *w.e.f.* 30-01-2026 to 01-02-2026 in favour of Sh. Vikas Gupta, Senior Civil Judge-*cum*-ACJM-I, Paonta Sahib.

Certified that Sh. Vikas Gupta had joined the same post and at the same station from where he proceeded on leave, after the expiry of the above period of leave.

Also certified that Sh. Vikas Gupta would have continued to hold the post of Senior Civil Judge-*cum*-ACJM-I, Paonta Sahib but for his proceeding on leave for the above period.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 24th March, 2026

No. HHC/GAZ/14-254/2002-II.—Hon'ble the Chief Justice has been pleased to grant *ex-post facto* sanction of 02 days earned leave for 16-12-2025 and 17-12-2025 and 08 days commuted leave *w.e.f.* 18-12-2025 to 25-12-2025 in favour of Sh. Naresh Kumar, District and Sessions Judge, Una, H.P.

Certified that Sh. Naresh Kumar had joined the same post and at the same station from where he proceeded on leave, after expiry of the above period of leave.

Also certified that Sh. Naresh Kumar would have continued to hold the post of the District and Sessions Judge, Una, but for his proceeding on leave for the above period.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 24th March, 2026

No. HHC/GAZ/14-424/2024.—Hon'ble the Chief Justice has been pleased to grant *ex-post facto* sanction of 22 days commuted leave *w.e.f.* 26-12-2025 to 16-01-2026 and 01 day earned leave for 17-01-2026 in favour of Ms. Jyoti Bhagchandani, Civil Judge-*cum*-JMFC-IV, Shimla.

Certified that Ms. Jyoti Bhagchandani had joined the same post and at the same station from where she proceeded on leave, after expiry of the above period of leave.

Also certified that Ms. Jyoti Bhagchandani would have continued to hold the post of the Civil Judge-*cum*-JMFC-IV, Shimla but for her proceeding on leave for the above period.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 24th March, 2026

No. HHC/GAZ/14-375/2016.—Hon'ble the Chief Justice has been pleased to grant *ex-post facto* sanction of 17 days commuted leave *w.e.f.* 13-09-2025 to 29-09-2025 and 180 days maternity leave *w.e.f.* 30-09-2025 to 28-03-2026 in favour of Ms. Vibhuti Bahuguna, Civil Judge-*cum*-JMFC-III, Shimla, H.P.

Certified that Ms. Vibhuti Bahuguna has joined the same post and at the same station from where she proceeded on leave, after expiry of the above period of leave.

Also certified that Ms. Vibhuti Bahuguna would have continued to hold the post of Civil Judge-*cum*-JMFC-III, Shimla, H.P., but for her proceeding on leave for the above period.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 24th March, 2026

No. HHC/GAZ/14-226/96-II.—Hon'ble the Chief Justice has been pleased to grant 10 days earned leave *w.e.f.* 23-03-2026 to 01-04-2026, with permission to prefix 22-03-2026 being Sunday in favour of Sh. Rajesh Tomar, Chairman-*cum*-Member, H.P. Transport Appellate Tribunal, Hamirpur.

Certified that Sh. Rajesh Tomar is likely to join the same post and at the same station from where he proceeds on leave, after expiry of the above period of leave.

Also certified that Sh. Rajesh Tomar, would have continued to hold the post of Chairman-*cum*-Member, H.P. Transport Appellate Tribunal, Hamirpur but for his proceeding on leave for the above period.

By order,

Sd/-

*Registrar General.***HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001**

NOTIFICATION

Shimla, the 24th March, 2026

No. HHC/GAZ/14-375/2016.—Hon'ble the Chief Justice has been pleased to grant 60 days commuted leave *w.e.f.* 29-03-2026 to 27-05-2026 in favour of Ms. Vibhuti Bahuguna, Civil Judge-*cum*-JMFC-III, Shimla, H.P.

Certified that Ms. Vibhuti Bahuguna is likely to join the same post and at the same station from where she proceeds on leave, after expiry of the above period of leave.

Also certified that Ms. Vibhuti Bahuguna would have continued to hold the post of Civil Judge-*cum*-JMFC-III, Shimla, H.P., but for her proceeding on leave for the above period.

By order,

Sd/-

*Registrar General.***HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001**

NOTIFICATION

Shimla, the 23rd March, 2026

No. HHC/Admn.6 (23)/74-XVII.—Hon'ble the Chief Justice in exercise of the powers vested in him under Rule 2(32) of Chapter 1 of H.P. Financial Rules, 2009 has been pleased to

declare the Additional District and Sessions Judge-I, Kullu as Drawing and Disbursing Officer in respect of the Court of Additional District and Sessions Judge-II, Kullu and also the Controlling Officer for the purpose of salary, T.A. etc. in respect of the Class II to IV establishments attached to the aforesaid Court under Major head "2014 Administration of Justice" with immediate effect till the posting/joining of new Presiding Officer in the said Court.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 25th March, 2026

No. HHC/Estt.3(838)/2013.—14 days earned leave on and *w.e.f.* 28-03-2026 to 10-04-2026, with permission to prefix gazetted holiday & High Court holiday falling on 26-03-2026 & 27-03-2026 and suffix second Saturday, Sunday, Gazetted holiday & High Court holiday falling from 11-04-2026 to 15-04-2026, is hereby sanctioned in favour of Ms. Sunita Devi, Assistant Registrar of this Registry.

Certified that Ms. Sunita Devi is likely to join the same post and at the same station from where she proceeds on leave after the expiry of the above leave period.

Certified that Ms. Sunita Devi would have continued to officiate the same post of Assistant Registrar but for her proceeding on leave.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 25th March, 2026

No. HHC/Estt.3(458)/96-I.—03 days earned leave on and *w.e.f.* 28-03-2026 to 30-03-2026, with permission to prefix gazetted holiday and High Court holiday falling on 26-03-2026 & 27-03-2026, is hereby sanctioned in favour of Shri Rakesh Kumar Chandel. Court Master of this Registry.

Certified that Shri Rakesh Kumar Chandel is likely to join the same post and at the same station from where he proceeds on leave after the expiry of the above leave period.

Certified that Shri Rakesh Kumar Chandel would have continued to officiate the same post of Court Master but for his proceeding on leave.

By order,

Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 25th March, 2026

No. HHC/Admn.16(8)74-VI.—Hon'ble the Chief Justice, in exercise of the powers vested in him U/s 139(b) of the Code of Civil Procedure, 1908, Section 333(1)(b) of the Bharatiya Nagarik Suraksha Sanhita, 2023 and Rule 5(vi) of the H.P. Oath Commissioners (Appointment & Control) Rules, 2007, has been pleased to appoint Ms. Isha (HIM/492/2024), Advocate as Oath Commissioners at Sub- Division, **Bhoranj**, Distt. Hamirpur, H.P., for a period of two years with immediate effect, for administering oaths and affirmations on affidavits to the deponents under the aforesaid Codes and Rules.

By order of Hon'ble the Chief Justice,

Sd/-
Registrar (Administration).

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 25th March, 2026

No. HHC/Admn.16(8)74-VI.—Hon'ble the Chief Justice, in exercise of the powers vested in him U/s 139(b) of the Code of Civil Procedure, 1908, Section 333(1)(b) of the Bharatiya Nagarik Suraksha Sanhita, 2023 and Rule 5(vi) of the H.P. Oath Commissioners (Appointment & Control) Rules, 2007, has been pleased to appoint Ms. Samita Sharma (HIM/34/2012) and Sh. Ashish Kaushal (HIM/502/2022), Advocates as Oath Commissioners at **Nadaun**, Distt. Hamirpur, H.P., for a period of two years with immediate effect, for administering oaths and affirmations on affidavits to the deponents under the aforesaid Codes and Rules.

By order of Hon'ble the Chief Justice,

Sd/-
Registrar (Administration).

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 10 मार्च, 2026

संख्या:पीसीएच-एचए (1)3/2024-11834-38.—क्योंकि विभाग में जिला कुल्लू के निम्नलिखित ग्राम सभा क्षेत्रों के विभाजन एवं पुनर्गठन कर नई ग्राम सभा का गठन/स्थापना करने हेतु प्रस्तावना विचाराधीन है;

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पंचायती राज अधिनियम, 1994 (वर्ष 1994 का अधिनियम संख्यांक 4) की धारा 3 की उप-धारा (1) व (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिला कुल्लू के निम्न अनुसूची में वर्णित वर्तमान ग्राम सभा का विभाजन/पुनर्गठन कर नई ग्राम सभा का गठन/स्थापना करने का प्रस्ताव करते हैं, और यथा अपेक्षित सम्बन्धित ग्राम सभा सदस्यों की जानकारी एवं सार्वजनिक सुझाव और आक्षेप आमंत्रित करने के लिए हिमाचल प्रदेश के ई-राजपत्र में प्रकाशित करने और उपायुक्त, जिला कुल्लू को, इस सम्बन्ध में सुझावों/आक्षेपों को प्राप्त करने तथा उन पर विचार करने के लिए प्राधिकृत करने के आदेश प्रदान करते हैं;

यदि इस सम्बन्ध में, सम्बन्धित ग्राम सभा सदस्यों को कोई आपत्ति/सुझाव प्रस्तुत करना हो तो, वे अपने सुझाव या आक्षेप इस अधिसूचना के जारी होने के दिनांक से तीन (3) दिनों की अवधि के भीतर उपायुक्त, जिला कुल्लू को प्रस्तुत कर सकेंगे। उपरोक्त नियत अवधि के अवसान के पश्चात् सुझाव या आक्षेप, जो कोई भी हों, ग्रहण नहीं किए जाएंगे;

राज्य सरकार, जिला कुल्लू के निम्न अनुसूची में वर्णित ग्राम सभा क्षेत्रों के विभाजन/पुनर्गठन तथा नई ग्राम सभाओं के गठन/स्थापना बारे अन्तिम अधिसूचना, उपायुक्त, जिला कुल्लू की सिफारिश के दृष्टिगत, जारी करेगी।

अनुसूची

क्र० सं०	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
विकास खण्ड आनी						
1.	पलेही मुख्यावास खणी	1. तान्दी 2. सुन्दरवन 3. दनेउटी 4. कफटा 5. नौन 6. शिलीधार 7. चन्थवा 8. थलीन 9. कुटड 10. रहैची 11. सनना 12. तूणी 13. बौरी 14. उरमू 15. कटेडा	तान्दी	1. तान्दी 2. सुन्दरवन 3. दनेउटी 4. कफटा 5. नौन 6. कुटड 7. थलीन 8. चन्थवा 9. शिलीधार	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा पलेही में रहेंगे।	—

		16. शाणी 17. खलौणी 18. चुहडी 19. घोरला 20. कतैया 21. खणी 22. जयगढ 23. गरती 24. गोथना 25. रोपडी 26. कोहडू				
विकास खण्ड बन्जार						
2.	कोठी चैहणी मुख्यावास बन्जार	1. कांडीनाला 2. खंडरागी 3. खुंदन 4. खलियाँ 5. गड़वाह 6. घुराली 7. घेलीगाड़ 8. चौहणी 9. छेत 10. टडिहार 11. थरीम्बला 12. थाचाधार 13. दशेहड़ 14. धनियाड 15. धार 16. धारडा 17. पाहली 18. फोजा 19. बुलांगी 20. बागी 21. विहार 22. मखराडा 23. मुढरी 24. मरागी 25. रूगचा 26. रोहालो 27. वीणी 28. शरणधार 29. शरोगी 30. होरनगाड़	विहार (मुख्यावास पाहली वलीनाला)	1. खुंदन 2. खलियाँ 3. गड़वाह 4. घुराली 5. थरीम्बला 6. थाचाधार 7. दशेहड़ 8. धनियाड 9. पाहली 10. फोजा 11. बुलांगी 12. बागी 13. विहार 14. मरागी 15. रूगचा 16. रोहालो 17. शरणधार 18. शरोगी	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा कोठी चैहणी में रहेंगे।	
3.	भालसी	1. खनौटा, 2. कुटवा, 3. कुंडाकोड, 4. बगीरीगाड, 5. नायाधारटा, 6. पोखधार,	कुंडाकोड,	1. खनौटा, 2. कुटवा, 3. कुंडाकोड, 4. बगीरीगाड, 5. नायाधारटा	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा भालसी में रहेंगे।	

		<ol style="list-style-type: none"> 7. धनुधार, 8. मकटू 9. पडाया, 10. हुल्का, 11. नाभा, 12. मिंडकी, 13. सभोबा, 14. पिपलहटी, 15. निहारदा, 16. बागी, 17. बजाईधार, 18. शाबर, 19. बजरा, 20. गुमान, 21. भालसी 				
विकास खण्ड भुन्तर						
4.	भलाण-2	<ol style="list-style-type: none"> 1. डनाला 2. भलाण 3. काण्डी 4. रनाल 5. बड़ीधार 6. जौली 7. खनगन 8. खमारडा 9. चनीधार 10. हुरचा 11. ब्रेहीन 12. बेकर 13. खनियारगी 14. घाट 15. माटाकोतना 16. ननू 17. फलोहु 18. महाली 19. कूल्हा 20. राउगी 	कोठीभलाण	<ol style="list-style-type: none"> 1. डनाला 2. भलाण 3. काण्डी 4. रनाल 5. बड़ीधार 6. जौली 7. खनगन 8. खमारडा 9. चनीधार 10. हुरचा 	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा भलाण-2 में रहेंगे।	
5.	मंझली मुख्यावास टूणी रा शोरण	<ol style="list-style-type: none"> 1. हवाई 2. टूणी रा शोरण 3. छरेलारा शोरण 4. शाडग 5. अपर शियाह 6. लोअर शियाह 7. श्याम नगर-1 8. श्याम नगर-2 9. थौलचाआगे 10. टूण्डावन 11. कमांद 12. थाचा 	शियाह मुख्यावास अपर शियाह	<ol style="list-style-type: none"> 1.अपर शियाह 2. लोअर शियाह 3. पोडसूधार 4. थौलचाआगे 5. श्याम नगर-2 (आंशिक) मकान संख्या 388 से 394 / क,396 / 413 से 415 व 419 तक 	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा मंझली में रहेंगे।	

		13. पोडसूधार 14. निंगना 15. वोशाधार				
विकास खण्ड कुल्लू						
6.	खडीहार मुख्यावास पचाहली	1. पचाहली 2. भियाचक 3. पाहनाला 4. बन्स 5. लिंगर 6. खलोगी 7. मथूल	पाहनाला	1. पाहनाला 2. बन्स 3. लिंगर	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा खडीहार में रहेंगे।	

आदेश द्वारा,
सचिव (पंचायती राज)।

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 14 मार्च, 2026

संख्या:पीसीएच-एचए(1)3/2024-12371-76.—इस विभाग की अधिसूचना संख्या पीसीएच-एचए (1)3/2024-11344-51 दिनांक 07-03-2026 में दर्शाई गई अनुसूची के क्र०सं० 10 व 11 पर अंकित जिला सिरमौर, विकास खण्ड पच्छाद की ग्राम सभा द्राबली व दाडो देवरिया से नई ग्राम सभा (ओं) को निम्न प्रकार से पढ़ा जाए;

अनुसूची

क्र० सं०	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
विकास खण्ड पच्छाद						
1.	द्राबली	1. भाज्जी 2. बनाड खलां 3. सरसू 4. सहरोज 5. लाना कसार 6. चबेयोगा-मझेर 7. नोम तोदू 8. बाहनार 9. द्राबली 10. माहलाना	कोटला बरोग	1. लाना कसार 2. चबेयोगा-मझेर 3. नोम तोदू 4. कोटला बरोग 5. मोहन 6. मरयोग 7. बरियुडी	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा द्राबली में रहेंगे।	

2.	दाडो देवरिया	1. रिवाडी मजीठी 2. चेवला बकानग 3. कोटला बरोग 4. मोहन 5. बरियुडी 6. मरयोग 7. दाडो देवरिया 8. भियुन्थ 9. थाना कावड़ी 10. सोहाला			कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा दाडो देवरिया में रहेंगे।	
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आदेश द्वारा,

सचिव (पंचायती राज)।

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 14 मार्च, 2026

संख्या: पीसीएच-एचए (1)3/2024-12354-59.—इस विभाग की अधिसूचना संख्या पीसीएच-एचए(1)3/2024-11834-38, दिनांक 10-03-2026 द्वारा जिला कुल्लू में ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित और नए ग्राम सभा क्षेत्रों को गठित करने तथा ग्राम सभा क्षेत्रों की स्थापना हेतु प्रस्तावना द्वारा सम्बन्धित ग्राम सभा सदस्यों से आक्षेप एवं सुझाव आमंत्रित किए गए थे तथा उपायुक्त, जिला कुल्लू को इस सम्बन्ध में, आक्षेप/सुझाव प्राप्त करने और उन पर विचार करने के उपरान्त अन्तिम सिफारिश प्रस्तुत करने के लिए प्राधिकृत किया गया था ;

और क्योंकि उपरोक्त अधिसूचना के संदर्भ में नियत अवधि के भीतर प्राप्त हुए आक्षेपों पर उपायुक्त, जिला कुल्लू द्वारा विचार किया गया तथा तदनुसार उन पर आवश्यक विनिश्चय किया गया;

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पंचायती राज अधिनियम, 1994 (वर्ष 1994 का अधिनियम संख्यांक 4) की धारा 3 की उप-धारा (1) व (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिला कुल्लू हिमाचल प्रदेश की निम्नलिखित अनुसूची में वर्णित ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित कर, नए ग्राम सभा का गठन कर, उनके लिए उपरोक्त अधिनियम की धारा 4 की उप-धारा (1) के प्रयोजन हेतु, निम्न प्रकार से ग्राम सभा क्षेत्रों की स्थापना का सहर्ष आदेश प्रदान करते हैं।

अनुसूची

क्र० सं०	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
विकास खण्ड आनी						
1.	पलेही मुख्यावास खणी	1. तान्दी 2. सुन्दरवन 3. दनेउटी 4. कफटा	तान्दी	1. तान्दी 2. सुन्दरवन 3. दनेउटी 4. कफटा	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा पलेही में रहेंगे।	—

		5. नौन 6. शिलीधार 7. चन्थवा 8. थलीन 9. कुटड 10. रहैची 11. सनना 12. तूणी 13. बौरी 14. उरमू 15. कटेडा 16. शाणी 17. खलौणी 18. चुहडी 19. घोरला 20. कतैया 21. खणी 22. जयगढ़ 23. गरती 24. गोथना 25. रोपड़ी 26. कोहडू		5. नौन 6. कुटड 7. थलीन 8. चन्थवा 9. शिलीधार		
विकास खण्ड बन्जार						
2.	कोठी चैहणी मुख्यावास बन्जार	1. कांडीनाला 2. खंडरागी 3. खुंदन 4. खलियाँ 5. गड़वाह 6. घुराली 7. घेलीगाड़ 8. चौहणी 9. छेत 10. टडिहार 11. थरीम्बला 12. थाचाधार 13. दशेहड़ 14. धनियाड 15. धार 16. धारडा 17. पाहली 18. फोजा 19. बुलांगी 20. बागी 21. विहार 22. मखराडा 23. मुढरी 24. मरागी 25. रूगचा	विहार (मुख्यावास पाहली वलीनाला)	1. खुंदन 2. खलियाँ 3. गड़वाह 4. घुराली 5. थरीम्बला 6. थाचाधार 7. दशेहड़ 8. धनियाड 9. पाहली 10. फोजा 11. बुलांगी 12. बागी 13. विहार 14. मरागी 15. रूगचा 16. रोहालो 17. शरणधार 18. शरोगी 19. होरनगाड़	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा कोठी चैहणी में रहेंगे।	

		26. रोहालो 27. वीणी 28. शरणधार 29. शरोगी 30. होरनगाड़				
विकास खण्ड निरमण्ड						
3.	भालसी	1. खनौटा, 2. कुटवा, 3. कुंडाकोड, 4. बगीरीगाड, 5. नायाधारटा, 6. पोखधार, 7. धनुधार, 8. मकटू 9. पडाया, 10. हुल्का, 11. नाभा, 12. मिंडकी, 13. सभोबा, 14. पिपलहटी, 15. निहारदा, 16. बागी, 17. बजाईधार, 18. शाबर, 19. बजरा, 20. गुमान, 21. भालसी	कुंडाकोड,	1. खनौटा, 2. कुटवा, 3. कुंडाकोड, 4. बगीरीगाड, 5. नायाधारटा	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम सभा भालसी में रहेंगे।	
विकास खण्ड भुन्तर						
4.	भलाण-2 (ब्रेहीन)	1. डनाला 2. भलाण 3. काण्डी 4. रनाल 5. बड़ीधार 6. जौली 7. खनगन 8. खमारडा 9. चनीधार 10. हुरचा 11. ब्रेहीन 12. बेकर 13. खनियारगी 14. घाट 15. माटाकोतना 16. ननू 17. फलोहु 18. महाली 19. कूल्हा 20. राउगी	कोठी-भलाण (भलाण)	1. डनाला 2. भलाण 3. काण्डी 4. रनाल 5. बड़ीधार 6. जौली 7. खनगन 8. खमारडा 9. चनीधार 10. हुरचा	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम सभा भलाण-2 में रहेंगे।	

5.	मंझली मुख्यावास दूणी रा शोरण	1. हवाई 2. दूणी रा शोरण 3. छरेलारा शोरण 4. शाडग 5. अपर शियाह 6. लोअर शियाह 7. श्याम नगर-1 8. श्याम नगर-2 9. थौलचाआगे 10. टूण्डावन 11. क्मांद 12. थाचा 13. पोडसूधार 14. निंगना 15. वोशाधार	शियाह मुख्यावास अप्पर शियाह	1. अपर शियाह 2. लोअर शियाह 3. पोडसूधार 4. थौलचाआगे 5. श्याम नगर-2 (आंशिक) मकान संख्या 388 से 394/क, 396/ 413 से 415 व 419 तक।	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा मंझली में रहेंगे।	
विकास खण्ड कुल्लू						
6.	खडीहार मुख्यावास पचाहली	1. पचाहली 2. भियाचक 3. पाहनाला 4. बन्स 5. लिंगर 6. खलोगी 7. मथूल	पाहनाला	1. पाहनाला 2. बन्स 3. लिंगर	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा खडी हार में रहेंगे।	

आदेश द्वारा,
सचिव (पंचायती राज)।

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 07 मार्च, 2026

संख्या: पीसीएच-एचए (1)3/2024-11335-43.—इस विभाग की अधिसूचना संख्या पीसीएच-एचए(1)3/2024-7019-24 व 7078, दिनांक 28-02-2025 द्वारा जिला कुल्लू में ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित और नए ग्राम सभा क्षेत्रों को गठित करने तथा ग्राम सभा क्षेत्रों की स्थापना हेतु प्रस्तावना द्वारा सम्बन्धित ग्राम सभा सदस्यों से आक्षेप एवं सुझाव आमंत्रित किए गए थे तथा उपायुक्त, जिला कुल्लू को इस सम्बन्ध में, आक्षेप/सुझाव प्राप्त करने और उन पर विचार करने के उपरान्त अन्तिम सिफारिश प्रस्तुत करने के लिए प्राधिकृत किया गया था ;

और क्योंकि उपरोक्त अधिसूचना के संदर्भ में नियत अवधि के भीतर प्राप्त हुए आक्षेपों पर उपायुक्त, जिला कुल्लू द्वारा विचार किया गया तथा तदनुसार उन पर आवश्यक विनिश्चय किया गया;

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पंचायती राज अधिनियम, 1994 (वर्ष 1994 का अधिनियम संख्याक 4) की धारा 3 की उप-धारा (1) व (2) द्वाराप्रदत्त शक्तियों का प्रयोग करते हुए, जिला कुल्लू हिमाचल प्रदेश की निम्नलिखित अनुसूची में वर्णित ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित कर, नए

ग्राम सभा का गठन कर, उनके लिए उपरोक्त अधिनियम की धारा 4 की उप-धारा (1) के प्रयोजन हेतु, निम्न प्रकार से ग्राम सभा क्षेत्रों की स्थापना का सहर्ष आदेश प्रदान करते हैं।

अनुसूची

क्र० सं०	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
विकास खण्ड नगर						
1	हलान-2 (बाड़ी)	1. मगाणा 2. पीह 3. मकोट 4. कार्ईन-1 5. पानकोट 6. मरझां 7. धड़िगंचा 8. शिल्ला 9. कार्ईन-2 10. बन्दल 11. तराशी 12. रंखडू 13. वाड़ी 14. जैण्डी 15. पतलीकुहल	शिल्लाहलाण (मुख्यावास शिल्ला)	1. मगाणा 2. पीह 3. मकोट 4. कार्ईन-1 5. पानकोट 6. मरझां 7. धड़िगंचा 8. शिल्ला 9. कार्ईन-2	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा हलान-2 में रहेंगे।	-
2.	नसोगी (सियाल)	1. कन्याल 2. सिमसा 3. छियाल 4. वलसारी 5. नसोगी 6. सियाल	कन्याल (छियाल)	1. कन्याल 2. सिमसा 3. छियाल	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा नसोगी में रहेंगे।	
विकास खण्ड भून्तर						
3.	शिलीहार (नरोगी-1)	1. संगटेहड 2. वीरनी 3. नरोगी-शोरन 4. नरोगी-1 5. नरोगी-2 6. त्रैहण	शिल्लीहार-2 स्थित शैलापानी	1. संगटेहड 2. वीरनी 3. चकरिगां 4. लाहसनी 5. सलास	ग्राम सभा शिलीहार (नरोगी-1) के कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा शिलीहार (नरोगी-1) में रहेंगे।	
4.	छैउर	1. चकरिगां 2. लाहसनी 3. छैउर 4. वडोगी 5. जछनी 6. कोट 7. सिऊड 8. कुईधार 9. चौहकी 10. सलास 11. कोटलूथाना			ग्राम सभा छैउर के कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा छैउर में रहेंगे।	

		12. कलौनी 13. कोहन				
विकास खण्ड कुल्लू						
5.	मानगढ (मुख्यावास दोघरी)	1. दोघरी 2. जकडेहल 3. क्षामद 4. पालासेरी 5. लाई धारग 6. शगोचक 7. तियून 8. समालंग 9. समाणा 10. दरीजग 11. सलातरी	तियून (मुख्यावास सलातरी)	1. तियून 2. समालंग 3. दरीजग 4. सलातरी 5. समाणा 6. सराहन 7. कडीगचा 8. चलाह	ग्राम सभा मानगढ (मुख्यावास दोघरी) के कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा मानगढ (मुख्यावास दोघरी) में रहेंगे।	
6.	डुंखरीगाहर	1. सराहन 2. कडीगचा 3. चलाह 4. ग्रामंग 5. अप्पर कालंग 6. लोअर कालंग 7. डुंखरी 8. शालंग 9. वगी			ग्राम सभा डुंखरी के कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा डुंखरी में रहेंगे।	
विकास खण्ड निरमण्ड						
7.	बाडी मुख्यावास बाडी	1. बाडी (18/52) 2. कशौली (18/51)	कशौली मुख्यावास कशौली	1. कशौली (18/51)	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा बाडी में रहेंगे।	बाडी मुख्याव ास बाडी

आदेश द्वारा,
सचिव (पंचायती राज)।

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 07 मार्च, 2026

संख्या:पीसीएच-एचए (1)3/2024-11358-70.—इस विभाग की अधिसूचना संख्या पीसीएच-एचए (1)3/2024-7055-65, दिनांक 28-02-2025 द्वारा जिला शिमला में ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित और नए ग्राम सभा क्षेत्रों को गठित करने तथा ग्राम सभा क्षेत्रों की स्थापना हेतु प्रस्तावना द्वारा सम्बन्धित ग्राम सभा सदस्यों से आक्षेप एवं सुझाव आमंत्रित किए गए थे तथा उपायुक्त, जिला शिमला को इस सम्बन्ध में, आक्षेप/सुझाव प्राप्त करने और उन पर विचार करने के उपरान्त अन्तिम सिफारिश प्रस्तुत करने के लिए प्राधिकृत किया गया था ;

और क्योंकि उपरोक्त अधिसूचना के संदर्भ में नियत अवधि के भीतर प्राप्त हुए आक्षेपों पर उपायुक्त, जिला शिमला द्वारा विचार किया गया तथा तदनुसार उन पर आवश्यक विनिश्चय किया गया;

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पंचायती राज अधिनियम, 1994 (वर्ष 1994 का अधिनियम संख्याक 4) की धारा 3 की उप-धारा (1) व (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिला शिमला हिमाचल प्रदेश की ग्राम सभा क्षेत्रों के विभाजन/पुनर्गठन से सम्बन्धित, उपरोक्त अनुसार जारी अधिसूचना में वर्णित ग्राम सभा अदालत व टिक्कर से नई ग्राम सभा के गठन की प्रस्तावना को निरस्त करने तथा निम्नलिखित अनुसूची में वर्णित ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित कर, नए ग्राम सभा का गठन कर, उनके लिए उपरोक्त अधिनियम की धारा 4 की उप-धारा (1) के प्रयोजन हेतु, निम्न प्रकार से ग्राम सभा क्षेत्रों की स्थापना का सहर्ष आदेश प्रदान करते हैं।

अनुसूची

क्र० सं०	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
विकास खण्ड बसंतपुर						
1.	बसंतपुर	1. बसंतपुर 2. तरोर 3. पनेहरा 4. नालटु 5. कदोग 6. टमरोडू 7. मंडयालू 8. मजेलू 9. जांडर 10. कलवी 11. नडूखर 12. कमलाडूंगरी 13. एम्बरी 14. जंगल एम्बरी 15. जंगल देहात	मंडयालू (मुख्यावास कदोग)	1. मंडयालू 2. मजेलू 3. जांडर 4. कदोग 5. टमरोडू	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा बसंतपुर में रहेंगे।	
विकास खण्ड दुदू						
2.	धमून मुख्यावास खलग (हलटी)	1. धमून 2. डढोल 3. खडून 4. खायरी 5. खलग 6. झाकडी 7. शिल्ली 8. रोडी 9. पनवेला 10. कलिमु 11. जदैनी 12. बघली 13. भवाणा	कोटीधार (मुख्यावास बघली)	1. शिल्ली 2. बघली 3. जदैनी 4. कलिमु	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा धमून में रहेंगे।	-
विकास खण्ड तियोग						
3.	केलवी	1. केलवी 2. वाईला 3. जदून 4. चिवडी	गडाह (मुख्यावास गडाह कुफरी)	1. भडेवग 2. भडैणा 3. गडाह 4. रोणी चदारा	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा केलवी में रहेंगे।	

		5. भडेवग 6. भडैणा 7. शडैच 8. गडाह 9. रोणी चदारा 10. जंगल पनैली 11. जंगल झालरू कलाडी		5. जंगल पनैली 6. जंगल झालरू कलाडी		
विकास खण्ड रोहडू						
4.	खगटेडी	1. डी0पी0एफ0 केवली 2. रेहडी 3. पेखाधार 4. डी0पी0एफ0 बजैशल 5. बजैशल 6. केवली 7. डी0पी0एफ0 खगटेडी 8. डी0पी0एफ0 ककोईवास 9. ककोई 10. कन्दरोडा	केवली (सुन्दरनगर)	1. डी0पी0एफ0 केवली 2. रेहडी 3. पेखाधार 4. डी0पी0एफ0 बजैशल 5. बजैशल 6. केवली	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभीग्राम, ग्राम सभा खगटेडी में रहेंगे।	
विकास खण्ड छौहारा						
5.	शिलादेश	1. गजयानी 2. शिलादेश 3. थलाथर 4. लडोट	धमवाडी	1. गजयानी	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा शिलादेश में रहेंगे।	
6.	गांवसारी	1. मकटोट 2. हौंचली 3. हडवाणी 4. डी0पी0एफ0 5. राउसी 6. गोस्कवाडी 7. गांवसारी 8. अटगांव	मकटोट-हौंचली	1. मकटोट 2. हौंचली 3. हडवाणी 4. डी0पी0एफ0 हडवाणी 5. देसोरी उपगांव 6. शौयर उपगांव	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा गांव सारी में रहेंगे।	
7.	कलोटी	1. बढुआ 2. शारकुली 3. कलोटी 4. झटवाडी 5. भटवाडी 6. डी0पी0एफ निरजा	भटवाडी-झटवाडी (मुख्यावास भटवाडी)	1. झटवाडी 2. भटवाडी 3. डी0पी0एफ निरजा	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा कलोटी में रहेंगे।	
विकास खण्ड कुपवी						
8.	कुलग	1. कुलग 2. टिक्कर 3. सामुवी	टिक्कर	1. टिक्कर 2. सामुवी	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा कुलग में रहेंगे।	

विकास खण्ड चौपाल						
9.	पौड़िया	1. बुडच 2. जंगल आरवा 3. जंगल चिल्ला 4. रान्वी 5. धरान्दली 6. धवान्दली 7. क्यारनू 8. सरांह 9. जंगल सरांह 10. कोटी 11. गस्टाडी 12. जंगल अमराल 13. जंगल पनाहच 14. लच्छोग 15. दाछी 16. जंगल दाछ 17. खिलार 18. जंगल खिलार 19. जंगल रानश	लच्छोग	1. लच्छोग 2. खिलार 3. जंगल खिलार 4. जंगल दाछ 5. दाछी 6. जंगल रानश	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा पौड़िया में रहेंगे।	

आदेश द्वारा,
सचिव (पंचायती राज)।

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 09 मार्च, 2026

संख्या: पीसीएच-एचए (1)3/2024-11688-94.—इस विभाग की अधिसूचना संख्या पीसीएच-एचए(1)3/2024-7016-18 व 6913, दिनांक 28-02-2026 द्वारा जिला मण्डी में ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित और नए ग्राम सभा क्षेत्रों को गठित करने तथा ग्राम सभा क्षेत्रों की स्थापना हेतु प्रस्तावना द्वारा सम्बन्धित ग्राम सभा सदस्यों से आक्षेप एवं सुझाव आमंत्रित किए गए थे तथा उपायुक्त, जिला मण्डी को इस सम्बन्ध में, आक्षेप/सुझाव प्राप्त करने और उन पर विचार करने के उपरान्त अन्तिम सिफारिश प्रस्तुत करने के लिए प्राधिकृत किया गया था ;

और क्योंकि उपरोक्त अधिसूचना के संदर्भ में नियत अवधि के भीतर प्राप्त हुए आक्षेपों पर उपायुक्त, जिला मण्डी द्वारा विचार किया गया तथा तदनुसार उन पर आवश्यक विनिश्चय किया गया;

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पंचायती राज अधिनियम, 1994 (वर्ष 1994 का अधिनियम संख्याक 4) की धारा 3 की उप-धारा (1) व (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिला मण्डी हिमाचल प्रदेश की निम्नलिखित अनुसूची में वर्णित ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित कर, नए ग्राम सभा का गठन कर, उनके लिए उपरोक्त अधिनियम की धारा 4 की उप धारा (1) के प्रयोजन हेतु, निम्न प्रकार से ग्राम सभा क्षेत्रों की स्थापना का सहर्ष आदेश प्रदान करते हैं।

अनुसूची

क्र० सं०	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
विकास खण्ड धर्मपुर						
1.	लौंगणी	1. खेलग 2. हुक्कल 3. तरयम्बला 4. लौंगणी 5. चुहडूरा बल्ह	हुक्कल	1. हुक्कल 2. खेलग	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा लौंगणी में रहेंगे।	—
2.	सरसकान	1. लुणग्राम 2. ठाणा 3. हवाणी 4. सरसकान 5. कुसरी 6. रखेड़ा	ठाणा (बरोटी)	1 लुणग्राम 2 ठाणा 3 हवाणी	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा सरसकान में रहेंगे।	
3.	ग्रयोह	1. चन्दपुर 2. ढगवाणी 3. ग्रयोह 4. झडयार 5. कांगो का गहरा 6. मासला 7. ठाणा 8. छवेहड़	कांगो का गहरा	1. कांगो का गहरा 2. झडयार 3. ठाणा 4. मासला	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा ग्रयोह में रहेंगे।	
4.	लंगेहड	1. हियुण 2. द्रुमण 3. गियुण 4. लंगेहड 5. बारल	गियुण	1. हियुण 2. द्रुमण 3. गियुण	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा लंगेहड में रहेंगे।	
5.	सरी	1. कपाही 2. सरी 3. सनौर 4. फिहड	फिहड	1. कपाही 2. सनौर 3. फिहड	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा सरी में रहेंगे।	
विकास खण्ड गोहर						
6.	नौण	1. बैहरी 2. नौण 3. पठान 4. कोट 5. बरजोहडू 6. फंग्यार 7. डी०पी०एफ० ओडी	कोट	1. कोट 2. फंग्यार 3. डी०पी०एफ० ओडी	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा नौण में रहेंगे।	—

आदेश द्वारा,

सचिव (पंचायती राज)।

पंचायती राज विभाग

शुद्धिपत्र

शिमला-171 009, 10 मार्च, 2026

संख्या: पीसीएच-एचए(1)3/2024-11706-40.—इस विभाग की समसंख्यक अधिसूचना संख्या: पी0सी0 एच0 (1)3/2024-11329-34, 11335-43, 11344-51, 11352-57, 11358-70, 11371-80 व 11381-86, दिनांक 07-03-2026 द्वारा जिला बिलासपुर, किन्नौर, कुल्लू, लाहौल-स्थिति, शिमला, सोलन, व सिरमौर की ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित और नए ग्राम सभा क्षेत्रों को गठित करने तथा ग्राम सभा क्षेत्रों की स्थापना हेतु जारी अधिसूचना के पैरा नं0 1 में अंकित दिनांक "28-02-2025" के स्थान पर दिनांक "28-02-2026" पढ़ा जाए।

आदेश द्वारा,
सचिव (पंचायती राज)।

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 07 मार्च, 2026

संख्या: पीसीएच-एचए(1)3/2024-11352-57.—इस विभाग की अधिसूचना संख्या पीसीएच-एचए(1)3/2024-7050-54 दिनांक 28-02-2025 द्वारा जिला बिलासपुर में ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित और नए ग्राम सभा क्षेत्रों को गठित करने तथा ग्राम सभा क्षेत्रों की स्थापना हेतु प्रस्तावना द्वारा सम्बन्धित ग्राम सभा सदस्यों से आक्षेप एवं सुझाव आमंत्रित किए गए थे तथा उपायुक्त, जिला बिलासपुर को इस सम्बन्ध में, आक्षेप/सुझाव प्राप्त करने और उन पर विचार करने के उपरान्त अन्तिम सिफारिश प्रस्तुत करने के लिए प्राधिकृत किया गया था;

और क्योंकि उपरोक्त अधिसूचना के संदर्भ में नियत अवधि के भीतर प्राप्त हुए आक्षेपों पर उपायुक्त, जिला बिलासपुर द्वारा विचार किया गया तथा तदनुसार उन पर आवश्यक विनिश्चय किया गया;

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पंचायती राज अधिनियम, 1994 (वर्ष 1994 का अधिनियम संख्यांक 4) की धारा 3 की उप-धारा (1) व (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिला बिलासपुर, हिमाचल प्रदेश की निम्नलिखित अनुसूची में वर्णित ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित कर, नए ग्राम सभा का गठन कर, उनके लिए उपरोक्त अधिनियम की धारा 4 की उप-धारा(1) के प्रयोजन हेतु, निम्न प्रकार से ग्राम सभा क्षेत्रों की स्थापना का सहर्ष आदेश प्रदान करते हैं।

अनुसूची

क्र0 सं0	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
विकास खण्ड घुमारवीं						
1.	लैहड़ी	1. लैहड़ीसरेल	हरितल्यांगर	1. हरितल्यांगर	कोष्ठ संख्या 5 में वर्णित ग्रामों लैहड़ी	

	सरेल	2. गुगाल 3. दमेहड़ा 4. डूमैहरा		2. पलानगरी बल्हडा (राजस्व ग्राम लैहड़ी सरेल का उप गांव) 3. पलानगरी भख्युन्डा (राजस्व ग्राम तडौन का उप गांव)	सरेल का उप गांव पलानगरी बल्हडा को छोड़कर अन्य सभी ग्राम, ग्राम सभा लैहड़ी सरेल में रहेंगे।	
2.	डंगार	1. हरितल्यांगर 2. डंगार 3. पटटा मलोतड़ा 4. दख्यूत 5. चोखना			कोष्ठ संख्या 5 में वर्णित ग्रामों हरितल्यांगर को छोड़कर अन्य सभी ग्राम, ग्राम सभा डंगार में रहेंगे।	
3.	तडौन	1. तडौन 2. बलोटा			कोष्ठ संख्या 5 में वर्णित ग्रामों तडौन का उप गांव पलानगरी भख्युन्डा को छोड़कर अन्य सभी ग्राम, ग्राम सभा तडौन में रहेंगे।	
4.	दधोल	1. दधोल खुर्द 2. दधोल कंला 3. भेल 4. जसवाणी 5. छन्दोह	छन्दोह	1. जसवाणी 2. छन्दोह 3. डोहरू 4. मरयाणी 5. पन्याली	कोष्ठ संख्या 5 में वर्णित ग्रामों जसवाणी व छन्दोह को छोड़कर अन्य सभी ग्राम, ग्राम सभा दधोल में रहेंगे।	
5.	पडयालग	1. पडयालग 2. डोहरू 3. बाड़ी कंला 4. बाड़ी खुर्द 5. पंजैला 6. मरयाणी 7. पन्याली 8. छजोली 9. भगडवान			कोष्ठ संख्या 5 में वर्णित ग्रामों डोहरू, मरयाणी व पन्याली को छोड़कर अन्य सभी ग्राम, ग्राम सभा पडयालग में रहेंगे।	

आदेश द्वारा,
सचिव (पंचायती राज)।

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 07 मार्च, 2026

संख्या: पीसीएच-एचए (1)3/2024-11329-34.—इस विभाग की अधिसूचना संख्या पीसीएच-एचए(1)3/2024-7030-34 दिनांक 28-02-2025 द्वारा जिला किन्नौर में ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित और नए ग्राम सभा क्षेत्रों को गठित करने तथा ग्राम सभा क्षेत्रों की स्थापना हेतु प्रस्तावना द्वारा सम्बन्धित ग्राम सभा सदस्यों से आक्षेप एवं सुझाव आमंत्रित किए गए थे तथा उपायुक्त, जिला किन्नौर को इस सम्बन्ध में, आक्षेप/सुझाव प्राप्त करने और उन पर विचार करने के उपरान्त अन्तिम सिफारिश प्रस्तुत करने के लिए प्राधिकृत किया गया था;

और क्योंकि उपरोक्त अधिसूचना के संदर्भ में नियत अवधि के भीतर कोई भी आक्षेप/सुझाव प्राप्त नहीं हुए;

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पंचायती राज अधिनियम, 1994 (वर्ष 1994 का अधिनियम संख्यांक 4) की धारा 3 की उप-धारा (1) व (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिला किन्नौर, हिमाचल प्रदेश की निम्नलिखित अनुसूची में वर्णित ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित कर, नए ग्राम सभा का गठन कर, उनके लिए उपरोक्त अधिनियम की धारा 4 की उप-धारा (1) के प्रयोजन हेतु, निम्न प्रकार से ग्राम सभा क्षेत्रों की स्थापना का सहर्ष आदेश प्रदान करते हैं।

अनुसूची

क्र० सं०	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
1. विकास खण्ड निचार						
1.	चगांव	1. धारमलिंग 2. याशंगधार 3. रागपानुंग 4. उराबोनिंग 5. टापरी 6. शाकामरंग 7. याशांग	टापरी (मुख्यवास जनकपुरी)	1. टापरी	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा चगांव में रहेंगे।	—
2.	कटगांव	1. कटगांव 2. डी०पी०एफ० सी-92 3. बई 4. कानगरंग 5. रारंग 6. शांगो	शांगो	1. शांगो 2. कानगरंग	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा कटगांव चगांव में रहेंगे।	

आदेश द्वारा,
सचिव (पंचायती राज)।

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 07 मार्च, 2026

संख्या: पीसीएच-एचए (1)3/2024-11344-51.—इस विभाग की अधिसूचना संख्या पीसीएच-एचए (1)3/2024-7042-49 दिनांक 28-02-2025 द्वारा जिला सिरमौर में ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित और नए ग्राम सभा क्षेत्रों को गठित करने तथा ग्राम सभा क्षेत्रों की स्थापना हेतु प्रस्तावना द्वारा सम्बन्धित ग्राम सभा सदस्यों से आक्षेप एवं सुझाव आमंत्रित किए गए थे तथा उपायुक्त, जिला सिरमौर को इस सम्बन्ध में, आक्षेप/सुझाव प्राप्त करने और उन पर विचार करने के उपरान्त अन्तिम सिफारिश प्रस्तुत करने के लिए प्राधिकृत किया गया था;

और क्योंकि उपरोक्त अधिसूचना के संदर्भ में नियत अवधि के भीतर प्राप्त हुए आक्षेपों पर उपायुक्त, जिला सिरमौर द्वारा विचार किया गया तथा तदनुसार उन पर आवश्यक विनिश्चय किया गया;

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पंचायती राज अधिनियम, 1994 (वर्ष 1994 का अधिनियम संख्यांक 4) की धारा 3 की उप-धारा (1) व (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिला सिरमौर, हिमाचल प्रदेश की निम्नलिखित अनुसूची में वर्णित ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित कर, नए ग्राम सभा का गठन कर, उनके लिए उपरोक्त अधिनियम की धारा 4 की उप-धारा(1) के प्रयोजन हेतु, निम्न प्रकार से ग्राम सभा क्षेत्रों की स्थापना का सहर्ष आदेश प्रदान करते हैं।

अनुसूची

क्र० सं०	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
विकास खण्ड राजगढ़						
1.	कोटला बांगी	1. धार पभेच 2. कडौली 3. शनाई कुनीसेर 4. कोटलाबांगी 5. धनिया सैर 6. संगठारा 7. सलेच द्राबला 8. जालग जधेड़	कडौली दोची	1. धार पभेच 2. कडौली 3. शनाई कुनीसेर 4. कुफर मटलोड़ी 5. लेऊनाना	कोष्ठ संख्या 5 में वर्णित ग्रामों धार पभेच, कडौली व शनाई कुनीसेर को छोड़कर अन्य सभी ग्राम, ग्राम सभा कोटला बांगी में रहेंगे।	
2.	डिब्बर	1. कुफर मटलोड़ी 2. कलियां पाब 3. डिब्बर 4. लेऊनाना			कोष्ठ संख्या 5 में वर्णित ग्रामों कुफर मटलोड़ी व लेऊनाना को छोड़कर अन्य सभी ग्राम, ग्राम सभा डिब्बर में रहेंगे।	
विकास खण्ड संगड़ाह						
3.	सांगना	1. गाता-मंडवाच 2. सांगना	गाता धार (मुख्यावास स्थित मण्डवाच)	1. गाता-मंडवाच	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा सांगना में रहेंगे।	
विकास खण्ड ददाह/संगड़ाह						
4.	भाटगढ़	1. भाटगढ़ 2. चाडना 3. कान्डो हरयास 4. बान्दलसुराख	चाडना	1. चाडना 2. कान्डो हरयास	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा भाटगढ़ में रहेंगे।	
5.	भवाई	1. भवाई 2. सैल	कुफर-कैथू	1. कुफर-कैथू (राजस्व गांव भवाई का उप ग्राम) हदबस्त नं० 142, खसरा नं० 3100 से 3992, 3994 से 4019, 4023, 4025 से 4027, 4029 4031 से 4034, 4037, 4041, 4046, 4047, 4049 से 4051 4053 से 4057, 4059 से 4079, 4081 से 4094, 4096, 4097, 4099 से 4102, 4104, 4107, 4108, 4010 से	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा भवाई में रहेंगे। हदबस्त नं०-142 खसरा नं० 1 से 3099, 4109, 4124, 4147, 4149, 4031 4087, 4058, 4095, 4098, 4881/4149, 4081, 4084, 4090, 4130, 4155, 4161, 4020, 4021, 4022, 4028,	

				4123, 4125 से 4129 4132 से 4134, 4136 4138 से 4140, 4142 4144 से 414 4145 से 4154, 4156 से 4160, 4162 से 4216 4222 से 4689 तक	4097, 4137, 4139, 4067, 4094, 4105, 4135, 4020, 4221, 4758/3993, 4759/3993, 4024, 4030, 4035, 4036, 4038, 4043, 4048, 4052, 4103, 4106, 4131, 4140, 4141, 4143, 4219, 4217, 4218, 4040, 4042, 4044, 4045,	
विकास खण्ड नाहन						
6.	काला अम्ब	1. मोगीनंद 2. जोहड़ों 3. रामपुर जटान 4. ओगली 5 नगल सुकेती	1. मोगीनंद 2 नगल सुकेती	1. मोगीनंद 1. नगल सुकेती	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा काला अम्ब में रहेंगे।	
7.	मात्तर	1. नलका 2. भगतावला 3. अगडीवाला 4. ढाकड़ावाला 5. नलीवाला 6. सम्भालका 7. मात्तर 8. भेड़ो	नलका	1. नलका 2. भगतावला 3. अगडीवाला 4. ढाकड़ावाला 5. नलीवाला 6. सम्भालका	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा मात्तर में रहेंगे।	
8.	नाहन	1. आवलीवालागाड़ा 2. खजूरना 3. कोटड़ी 4. मझौली 5. धाराक्यारी 6. सिम्बलवाला	नाहन-II (मुख्यावास स्थित खजूरना)	1. आवलीवाला गाड़ा 2. खजूरना 3. कोटड़ी	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा नाहन में रहेंगे।	
विकास खण्ड शिलाई						
9.	बान्दली	1. बागना 2. बान्दली (पति बान्दली, ढाढस, कुफर, भुगाडी, पन्दोग, मानल) 3. सियासु	सियासू	1. सियासु 2. बान्दली (पति भुगाडी, पन्दोग, मानल)	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा बान्दली में रहेंगे।	
विकास खण्ड पच्छाद						
10.	द्राबली	1. भाज्जी 2. बनाड खलां 3. सरसू 4. सहरोज 5. लाना कसार 6. चबेयोगा-मझेर 7. नोम तोटू 8. बाहनार 9. द्राबली 10.माहलाना	कोटला बरोग	1. लाना कसार 2. चबेयोगा-मझेर 3. नोम तोटू 4. कोटला बरोग 5. मोहन 6. मरयोग	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा द्राबली में रहेंगे।	

11.	दाडो देवरिया	1. रिवाडी मजीठी 2. चेवला बकानग 3. कोटला बरोग 4. मोहन 5. बरियुडी 6. मरयोग 7. दाडो देवरिया 8. भियुन्थ 9. थाना कावड़ी 10. सोहाला			कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा दाडो देवरिया में रहेंगे।	
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आदेश द्वारा,
सचिव (पंचायती राज)।

पंचायती राज विभाग

अधिसूचना

शिमला-171 009, 07 मार्च, 2026

संख्या: पीसीएच-एचए (1)3/2024-11371-80.—इस विभाग की अधिसूचना संख्या पीसीएच-एचए (1)3/2024-7035-41 दिनांक 28-02-2025 द्वारा जिला सोलन में ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित और नए ग्राम सभा क्षेत्रों को गठित करने तथा ग्राम सभा क्षेत्रों की स्थापना हेतु प्रस्तावना द्वारा सम्बन्धितग्राम सभा सदस्यों से आक्षेप एवं सुझाव आमंत्रित किए गए थे तथा उपायुक्त, जिला सोलन को इस सम्बन्ध में, आक्षेप/सुझाव प्राप्त करने और उन पर विचार करने के उपरान्त अन्तिम सिफारिश प्रस्तुत करने के लिए प्राधिकृत किया गया था ;

और क्योंकि उपरोक्त अधिसूचना के संदर्भ में नियत अवधि के भीतर प्राप्त हुए आक्षेपों पर उपायुक्त, जिला सोलन द्वारा विचार किया गया तथा तदनुसार उन पर आवश्यक विनिश्चय किया गया;

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पंचायती राज अधिनियम, 1994 (वर्ष 1994 का अधिनियम संख्यांक 4) की धारा 3 की उप-धारा (1) व (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिला सोलन, हिमाचल प्रदेश की ग्राम सभा क्षेत्रों के विभाजन/पुनर्गठन से सम्बन्धित, उपरोक्त अनुसार जारी अधिसूचना में वर्णित ग्राम सभा भूमति से प्रस्तावित ग्राम सभा डाडल के गठन की प्रस्तावना को निरस्त करने तथा निम्नलिखित अनुसूची में वर्णित ग्राम सभा क्षेत्रों को विभाजित/पुनर्गठित कर, नए ग्राम सभा का गठन कर, उनके लिए उपरोक्त अधिनियम की धारा 4 की उप-धारा (1) के प्रयोजन हेतु, निम्न प्रकार से ग्राम सभा क्षेत्रों की स्थापना का सहर्ष आदेश प्रदान करते हैं।

अनुसूची

क्र० सं०	वर्तमान ग्राम सभा का नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा के ग्रामों के नाम	नई ग्राम सभा का नाम तथा उसके मुख्यालय का नाम	कोष्ठ संख्या 4 में वर्णित नई ग्राम सभा में सम्मिलित होने वाले ग्रामों के नाम	कोष्ठ संख्या 2 में वर्णित ग्राम सभा में शेष बचे ग्रामों के नाम	विवरण
1	2	3	4	5	6	7
विकास खण्ड कण्डाघाट						
1.	ममलीग	1. कमल्याड 2. काकड़ा	बशील	1. जंगल ढयावला 2. जखडीयू	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी	

		<ol style="list-style-type: none"> 3. कायसू 4. चनोड 5. चपला 6. छाछी 7. जंगल ढयावला 8. जखडीयू 9. ढयावला 10. तेली 11. थान 12. डूह 13. नेरी 14. बकेसू 15. बशील 16. बशोल 17. भोला 18. मतिमू 19. ममलीग 20. महोग 21. शिवशंकरगढ़ 22. सनेट 		<ol style="list-style-type: none"> 3. तेली 4. थान 5. डूह 6. नेरी 7. बशील 8. मतिमू 9. महोग 10. चनोड 	ग्राम, ग्राम सभा ममलीग में रहेंगे।	
विकास खण्ड कुनिहार						
2.	धुंधन	<ol style="list-style-type: none"> 1. धुधन 2. दांव 3. चमाकड़ी 4. डूगनु 5. डुगनिहार 6. घयाणा 7. म्याणा 8. पलैनी 9. गोहर 10. स्यारी 11. पसलवाला 12. पसलजेरी 13. बेमु भलेड़ा 14. बेमु भांगड़ा 15. घरटुरी 16. एर 17. टुईरू 	1. टुईरू	<ol style="list-style-type: none"> 1. टुईरू 2. घरटुरी 3. एर 4. बेमु भलेड़ा 5. बेमु भांगड़ा 	ग्राम सभा धुंधन के कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा धुधन में रहेंगे।	
			2. चमाकड़ी	<ol style="list-style-type: none"> 1. चमाकड़ी 2. दांव 3. डूगनु 4. डुगनिहार 5. घयाणा 6. रणोह खालसा 		
3.	हनुमान बडोग	<ol style="list-style-type: none"> 1. बडोग हनुमान 2. नांवा 3. मंधोवटी 4. उम्लाना वाला 5. उम्लाना जेरी 6. जंगल मनलोग 7. मानण 8. रणोह शासन 9. रणोह खालसा 10. गंदेवटा 			प्रस्तावित ग्राम सभा चमाकड़ी में सम्मिलित गांव रणोह खालसा को छोड़कर अन्य सभी ग्राम सभा हनुमान बडोग में रहेंगे।	

		11. बहल 12. कोटला				
4.	भूमती	1. नगरवाड 2. बजिउन 3. सोयली 4. जेखडी 5. भूमती 6. सोथी 7. पखरेड 8. शांगली 9. सल्याट 10. रिहावन 11. डाडल 12. रामपुर 13. कोटलु 14. जमरोटी 15. चुनाड ब्राहमणा 16. चुनाड कनैता 17. लोहारा 18. धैनी 19. इकवा कनैता 20. इकवा ब्राहमणा 21. बडमल	जमरोटी स्थित चुनाड ब्राहमणा	1. नगरवाड 2. बजिउन 3. सोयली (उप-गांव प्लासटा व बलयाडू को छोड़कर) 4. जमरोटी 5. चुनाड ब्राहमणा 6. चुनाड कनैता 7. लोहारा 8. धैनी 9. इकवा कनैता 10. इकवा ब्राहमणा	ग्राम सभा भूमती के कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा भूमती में रहेंगे।	
विकास खण्ड नालागढ						
5.	चमदार	1. सवासन 2. चमदार 3. ननोवा 4. कियारी 5. बिटठन 6. चंगर घुमारा 7. बाल 8. निसल 9. निहारी 10. मनलांग खुर्द 11. घाट 12. दलछाम्ब 13. पटटा 14. रौडी 15. कटटल 16. जगेड	दलछाम्ब	1. घाट 2. दलछाम्ब 3. पटटा 4. रौडी 5. कटटल 6. जगेड	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा चमदार में रहेंगे।	
6.	बरुणा	1. बरुणा 2. माजरा 3. घरोटी 4. रायपुर 5. रख रायपुर 6. मलवाला	कोटला कलां	1. कोटला कलां 2. फलाही 3. मलवाला निचली	कोष्ठ संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा बरुणा में रहेंगे।	

		उपरली 7. कोटला कंला 8. फलाही 9. मलवाला निचली					
विकास खण्ड सोलन							
7.	सेर बनेड़ा	1. सेर बनेड़ा 2. बागड 3. नेहर कंला 4. बडोग 5. शरोण बोना 6. तिरमली	धार-बखूना (बखूना)	1. शरोण बोना 2. तिरमली 3. धार 4. नगाली 5. बखुना 6. लक्खड़ाजी (उप-गांव आंजी को छोड़कर)	प्रस्तावित ग्राम सभा धार-बखूना में सम्मिलित गांव शरोण बोना व तिरमली को छोड़कर अन्य सभी ग्राम, ग्राम सभा सेर बनेड़ा में रहेंगे।		
8.	शमरोड	1. धार 2. बदलेच 3. कोठी 4. आम्बड 5. धर्जा 6. कलोड 7. कूहर खाल्टू 8. पाजो 9. सनावल 10. ढाको 11. शेवला ब्राटी 12. शमरोड				प्रस्तावित ग्राम सभा धार-बखूना में सम्मिलित गांव धार को छोड़कर अन्य सभी ग्राम, ग्राम सभा शमरोड में रहेंगे।	
9.	मशीवर	1. नगाली 2. शिगर 3. बखुना 4. लक्खड़ाजी 5. कढारी कंला 6. कोटला 7. गटूल 8. गडखोला 9. जलकडा 10. डवारली 11. तवातलाडा 12. द्रायना 13. फागो 14. बस्सी 15. बायला 16. भाजो 17. मनूह टिकरी 18. मशीवर 19. रावी 20. लुगासन सिहारडी 21. लायन 22. शुन्नू टिकरी 23. सेर चिराग				प्रस्तावित ग्राम सभा धार-बखूना में सम्मिलित गांव नगाली, बखुना व लक्खड़ाजी (उप-गांव आंजी को छोड़कर) को छोड़कर अन्य सभी ग्राम, ग्राम सभा मशीवर में रहेंगे।	

		24. शील शमलोग 25. कढारी खुर्द				
विकास खण्ड पट्टा						
10.	बाड़िया (पट्टा)	<ol style="list-style-type: none"> 1. घ्याण 2. टिक्कर जाबल 3. समलोग 4. पपलोग 5. जोहड़जी 6. भभौरी 7. नेहल 8. मरीउ 9. ढाब 10. बरोटा 11. मुल्हाड़ी 12. चयोग 13. बटोली 14. खड़ली 15. पंजली 16. बूटाइला 17. बोड़नी 18. बढेरी 19. सकराला 20. खलग 21. मदफल 22. माजरा 23. प्रतापपुर 24. पट्टा 25. बाड़िया 26. कोंटा पारला 27. कोंटा वारला 28. वरागु 29. कांसल 30. जंगल खलग 31. जंगल कांसल 32. जंगल शुक्ल 33. धारडू 34. थापल 	घ्याण	<ol style="list-style-type: none"> 1. घ्याण 2. टिक्कर जाबल 3. समलोग 4. पपलोग 5. जोहड़जी 6. भभौरी 7. नेहल 8. मरीउ 9. ढाब 10. बरोटा 11. मुल्हाड़ी 12. चयोग 13. बटोली 14. बूटाइला 15. कन्जयारा 16. जतावन 17. जमराहड़ा 18. पनाथरी 19. भोगपुर 20. शिमल पानी 21. शेरटा 22. डलियां 	ग्राम सभा बाड़िया (पट्टा) के कोष्ठ संख्या 5 में क्र० सं० 1 से 14 तक वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा बाड़िया (पट्टा) में रहेंगे।	
11.	गोयला	<ol style="list-style-type: none"> 1. अम्बोटा 2. कन्जयारा 3. काटल ब्राहाणा 4. गोयला 5. जतावन 6. जुब्बड़ 7. जमराहड़ा 8. पनाथरी 			ग्राम सभा गोयला के कोष्ठ संख्या 5 में क्र० सं० 15 से 21 तक वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा गोयला में रहेंगे।	

		<p>9. फावगला 10. बढल 11. बढदु 12. बलोटा 13. भोगपुर 14. शेरला 15. शिमल पानी 16. सुआ 17. शेरटा 18. बजताणा</p>				
12.	दाड़वा	<p>1. कन्दरयाड़ 2. कामली 3. खान्गड 4. खेची 5. खेरटू घाट 6. च्याली 7. जतरोग 8. डलियां 9. डूह 10. ढाब 11. तंरगाला 12. तिमली 13. दघोटा 14. दाडत 15. दाडवा 16. धार 17. धार जोखडी 18. धौला 19. बनलगी 20. बरला 21. बरोड 22. बागी 23. बेपड 24. भिवां 25. मरहेटा 26. रौडी 27. शन 28. शावली बाग 29. सालन 30. सुनाडी</p>	तंरगाला	<p>1. कामली 2. खेची 3. डूह 4. तंरगाला 5. दघोटा 6. दाडत 7. धार 8. धार जोखडी 9. धौला 10. बरला 11. बागी 12. बंपड 13. भिवां 14. सालन</p>	कोष्ट संख्या 5 में क्र० सं० 1 से 14 व ग्राम सभा घ्याण सम्मिलित गांव डलिया को छोड़कर अन्य सभी ग्राम, ग्राम सभा दाड़वा में रहेंगे।	
13.	पटटानाली	<p>1. नालग 2. माहली 3. धार 4. नारा 5. भौण 6. मदफल 7. दावली 8. कथलोह</p>	चडीयार	<p>1. विधि 2. गुरदासपुरा 3. नसेरी 4. केनथा 5. चडीयार 6. खरोटा 7. जुमलापुर</p>	कोष्ट संख्या 5 में वर्णित ग्रामों को छोड़कर अन्य सभी ग्राम, ग्राम सभा पटटानाली में रहेंगे।	

	9. धर 10. विधि 11. गुरदासपुरा 12. नसेरी 13. केनथा 14. चडीयार 15. खरोटा 16. कुनाना 17. चेओटा 18. रूहावा 19. सलगा 20. मझेड 21. परोल 22. बालमु 23. जुमलापुर				
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आदेश द्वारा,
सचिव (पंचायती राज)।

HIMACHAL PRADESH ELECTRICITY REGULATORY COMMISSION
Vidyut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla-171009
 Tel No. 0177-2627263, 2627907 Fax. No. 0177-2627162
 E-mail: secy-hperc@hp.gov.in Website: www.hperc.org

NOTIFICATION

Dated, the 07th April, 2026

No. HPERC-B02/1/2022-—In exercise of powers vested under the provisions of the Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 as amended from time to time, the HP Electricity Regulatory Commission hereby nominate the following incumbents as Independent Members of the Additional Consumer Grievances Redressal Forums (CGRFs) for the Operation Circles indicated against their respective names:—

Sl. No.	Name & Address	Operation Circle
1.	Sh. Shiv Singh (D.O.B. 19-09-1971) s/o Sh. Kalu Ram, Vill. Gadouri, P.O. Shamshi, Tehsil Bhuntar, Distt. Kullu (H.P.)-175 126. Ph. No. 94184-33847, 82193-93771.	Kullu
2.	Sh. Parveen Kumar Chauhan (D.O.B. 20-03-1967) r/o Nav Durga Niwas, Bagh, Below Old Police Barrier, Shimla-171 005, 98160-89689.	Solan
3.	Sh. Mohan Singh Guleria, (D.O.B. 02-08-1965) s/o Sh. Hardyal Singh Guleria, Address V.P.O. Samoh, Tehsil Jhandutta, District Bilaspur (H.P.) Ph. 94184-57116.	Bilaspur
4.	Sh. Bhupinder Paul Sharma (D.O.B. 15-08-1970) s/o Sh. Bal Krishan Sharma r/o ShgarnaNiwas, Majhath, P.O. Totu, Near Primary School Majhath, Shimla -171 011 (H.P.) Ph. No. 94181-41077.	Shimla

5.	Sh. Ashwani Puri (D.O.B. 15-08-1965) Vill. Khenda, Post Office Jhaniara, Tehsil & Distt. Hamirpur, Himachal Pradesh-177 001, Ph. No. 94180-05142.	Hamirpur
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As per the provisions of the aforesaid Regulations, the nomination of above incumbents will be for three (3) years from the date on which he takes over as such or until he attains the age of 65 years, whichever is earlier.

The salary and allowances shall be as per the provisions notified under HPERC (Salary and Allowances of the nominated Independent Members of the Forum for Redressal of Grievances of the Consumers) Order, 2013 as amended from time to time.

By order of the Commission,

Sd/
Secretary HPERC, Shimla.

MEDICAL EDUCATION & RESEARCH DEPARTMENT

NOTIFICATION

Shimla-2, the 30th March, 2026

No. 255016(Year-2025)-Loose.—The Governor, Himachal Pradesh, in order to standardize faculty requirement/ optimal faculty utilization ensuring transparent career progression and to improve patient care services through better management and resource allocations, is pleased to order to notify the **Common Cadre** of faculty members, *i.e.*, Professors, Associate Professors and Assistant Professors, for new Government Medical Colleges in the State (*i.e.* **Dr. YSPGMC Nahan, SLBSGMC Nerchowk (Mandi), Dr. RKGMC Hamirpur and Pt. JLNGMC Chamba**) under the Department of Medical Education & Research, Himachal Pradesh, in the larger public interest.

The Department Notification No. HFW-B(B)9-4/2015-II, dated 17-11-2018, alongwith all subsequent amendments thereto, stands hereby superseded.

The implementation of the ‘Common Cadre System’ in the above newly opened Government Medical Colleges of the State shall be governed by the following terms and conditions:—

(a) Cadre Merger/ Common Cadre:—All future recruitments and appointments of faculty members (*i.e.* Professor, Associate Professor & Assistant Professor) in the new Government Medical Colleges shall be undertaken under the ‘Common Cadre System’ adopted by this notification. The will ensure uniformity in recruitment, appointment, promotion and career progression, harmonize service conditions and facilitate equitable and need-based transfer of faculty across institutions, thereby eliminating disparities and promoting efficient human resource management. Further, in order to ensure the stabilization and optimal functioning of newly established Government Medical Colleges/ institutions, the faculty members posted therein shall not be transferred to established institutions, namely IGMC Shimla, AIMSS Chamiana and Dr. RPGMC Tanda.

(b) Direct recruitment/ appointment:—All unadvertised posts, or those for which the recruitment process has not yet been initiated, shall henceforth come under the ambit of the

Common Cadre System. Accordingly, fresh, consolidated requisitions shall be routed through the Himachal Pradesh Public Service Commission (HPPSC), superseding earlier requisitions to ensure uniformity, transparency and expeditious recruitment in accordance with institutional requirements.

(c) Promotions:—The promotional avenues of existing faculty members already encadred in the respective Government Medical Colleges shall be protected within their existing cadre for promotion to the posts of Associate Professor and Professor respectively subject to availability of vacancies in the respective specialty and institution. However, in respect of new recruits, whether through promotion quota or direct recruitment quota in respect of newly opened Government Medical Colleges of the State, the Common Cadre System shall apply for all intents and purposes.

In addition to the above, in order to implement recruitments/ appointments under 'Common Cadre', a fixed cut-off date of **1st January of the vacancy year or as may be prescribed** shall be prescribed for the assessment of vacancies across all institutions/ Government Medical Colleges in the State. Further, options shall be obtained from eligible Medical Officers (Specialists) for induction into either the Medical Education Cadre **or** the Health & Family Welfare Cadre, as applicable, as per Proforma annexed at **Annexure-A (applicable for DME Cadre) & Annexure-B (applicable for DHS Cadre)**. Upon exercise of such option, the same shall be treated as final and binding, and all subsequent promotions shall be regulated strictly in accordance with the prevailing Recruitment and Promotion (R&P) Rules of faculty members, as amended from time to time, under the Common Cadre System of new Government Medical Colleges *i.e.* SLBSGMC Nerchowk (Mandi), Dr. YSPGMC Nahan, Dr. RKGMC Hamirpur and Pt. JLNGMC Chamba.

Besides, future vacancies of IGMC Shimla, AIMSS Chamiana (Shimla) and Dr. RPGMC Tanda under Medical Education Department, shall also be clubbed/ included for filling up with recruitment process adopted under Common Cadre for new Medical Colleges. However, the promotional avenues of existing faculty members of IGMC Shimla, AIMSS Chamiana (Shimla) and Dr. RPGMC Tanda shall be protected within their existing cadre for promotion to the posts of Associate Professor and Professor respectively subject to availability of vacancies in the respective specialty and institution.

Accordingly, the requirement of seeking institution-specific options at the time of each promotion shall stand dispensed with. The necessary modifications in the prescribed proforma(s) and procedural formats shall be carried out with the approval of the competent authority to facilitate effective implementation of the Common Cadre System under the Department of Medical Education & Research, Himachal Pradesh.

The posts remaining unfilled after completion of the promotion process shall be filled through permissible modes, including transfer, designation or direct recruitment, in accordance with the prevailing statutory provisions and executive instructions, so as to ensure that academic, clinical and patient care services are not adversely affected.

The Common Cadre System is being introduced to address the critical shortage of faculty and to enhance the overall quality of medical education and healthcare delivery in the State. It shall also promote equitable distribution of specialists, enhance administrative efficiency and transparency, and facilitate optimal utilization of available human resources across all the Government Medical Colleges and Super-specialty Institutions of the State.

This issues with the prior approval of the competent authority and shall come into force with immediate effect.

By order,

Secretary (Health).

❖ Copy forwarded for information and necessary action, to:—

(1) The Director, Medical Education & Research, Himachal Pradesh, Shimla-171009, is requested to submit proposals for promotion to the faculty posts, namely Professor, Associate Professor and Assistant Professor, strictly in accordance with the provisions of this notification/guidelines. Further, a specialty-wise list of Medical Officers (Specialists) possessing a postgraduate (PG) degree and having thereafter completed the requisite three years of teaching experience as Senior Resident/ Lecturer/ Demonstrator/ Registrar, as prescribed in the prevailing R&P rules, for promotion to the post of Assistant Professor in the concerned specialty, may be duly prepared strictly in accordance with the seniority list and furnished to the Government accordingly. Such promotions shall be considered under the Common Cadre System for Government Medical Colleges of the State and shall not be institution-specific.

(2) The Director, Health Services, Himachal Pradesh, Shimla-171009, is requested to obtain options from all eligible Medical Officers (Specialists) possessing postgraduate (PG) degrees and thereafter having completed the requisite three years of teaching experience as Lecturer/ Senior Resident/ Registrar/ Demonstrator etc., in their respective specialties within a period of two (02) months. After due examination of all options received through proper channel from the field/ peripheral health institutions, indicating the choice of the concerned officers for promotion, alongwith copies of such options, either to the post of Assistant Professor in Government Medical Colleges of the State under the Directorate of Medical Education (DME) cadre or as Block Medical Officer under the Health & Family Welfare Department (DHS cadre), a consolidated specialty-wise list thereof be furnished to the Director, Medical Education & Research, Himachal Pradesh, for further necessary action.

(3) The Joint Secretary (GAD) to the Government of Himachal Pradesh, with reference to Item No. 22 of the Cabinet Meeting held on 23-03-2026, communicated *vide* reference dated 25-03-2026.

(4) The Principals of all the Government Medical Colleges/Institutions of the State.

(5) All Heads of field institutions, *i.e.*, Government Medical Colleges of DME cadre as well as ZH/RH/CHC/PHC of DHS cadre, are requested to obtain options from the concerned Medical Officers (Specialists) and submit the same to the DHS only. The options should not be endorsed to the DME or the Government, as the consolidated list will be forwarded by the DHS to the DME for further necessary action.

(6) The Medical Officer (Specialist) who has obtained a PG degree and thereafter completed three years of teaching experience in the concerned specialty shall apply, as per his/ her option, either for the DME cadre (as per Annexure-A) or the DHS cadre (as per Annexure-B), through the proper channel or through the DHS. Any direct or advance copy submitted directly to the Government shall not be entertained.

(7) All the Dealing Assistants concerned in the Health-B Section, HP Secretariat, Shimla-171002, are requested to initiate the process for filling up of fresh vacancies in Government Medical Colleges, accordingly. After completion of all codal formalities, options for promotion to the post of Assistant Professor may be invited afresh by the Directorate of Medical Education (DME) and not by the Directorate of Health Services (DHS), strictly in accordance with the prescribed format/proforma.

(8) Guard file.

Sd/-
Special Secretary(Health) .

Option Form for Medical Officer (Specialist) for promotion under the Directorate of Medical Education, Himachal Pradesh (DME)

I _____ (Name of Medical Officer), presently posted as _____ (Designation, as per appointment order/ notification) at _____ (Name of institution), do hereby exercise my option for consideration of promotion to the post of **Assistant Professor** in the concerned specialty/ department (subject to its creation/ availability) in Government Medical Colleges/ institution of the State under the Directorate of Medical Education (DME) cadre, Himachal Pradesh, under the Common Cadre System.

Particulars of the Medical Officers:—

1. Name of the officer (as per service record): _____;
2. Father's Name (as per service record): _____;
3. Husband's Name (as per service record, if applicable): _____;
4. Date of Birth (as per service record): _____;
5. Seniority No.: _____;
6. PMIS Code/ No.: _____;
7. Date of Appointment as MO (as per appointment order): _____;
8. Date of Joining as MO (on regular basis): _____;
9. Present place of posting: _____;
10. Details of previous three (03) postings:—
 - (i) _____;
 - (ii) _____;
 - (iii) _____;

Note:— In case the above officer has served at only one or two stations, details of only the first and/or second posting(s) may be indicated, and the remaining entry(ies) shall be marked as "Not Applicable."

11. Name of Specialty (PG Degree): _____;
12. Date of completion of PG degree: _____;

Note:— The date of completion of the postgraduate (PG) degree has been indicated, whereas the date of completion of any PG diploma has not been indicated, as the same is not applicable.

13. Teaching experience acquired as Lecturer/ Demonstrator/ Registrar/ Senior Resident etc.: _____;

Note:—I have acquired the requisite three years of teaching experience in the above specialty after completion of my postgraduate (PG) degree.

14. Date of completion of teaching experience: _____;

Undertaking**I hereby undertake that:—**

1. I have exercised this option voluntarily for promotion to the post of **Assistant Professor** under the Directorate of Medical Education (DME) cadre and the same shall be final and irrevocable.
2. Prior or upon my promotion and joining in the DME cadre, I shall not claim repatriation to my parent cadre *i.e.* Directorate of Health Services (DHS), and no lien shall be retained by me in the DHS cadre.
3. I shall be governed by the prevailing Recruitment and Promotion (R&P) Rules, service conditions and provisions of the Common Cadre System of the Medical Education Department, Himachal Pradesh.
4. I understand that my posting prior or upon promotion shall be made anywhere in Government Medical Colleges/ Institutions of the State under the Common Cadre System and shall not be institution-specific.
5. I hereby certify that I have not availed the benefit of promotion as Block Medical Officer under the DHS cadre.

Signature: _____

Mobile number: _____

Annexure-B**Option Form for Medical Officer (Specialist) for promotion under the Directorate of Health Services, Himachal Pradesh (DHS)**

I _____ (Name of Medical Officer), presently posted as _____ (Designation, as per appointment order/ notification) at _____ (Name of institution), do hereby exercise my option for consideration of promotion to the post of **Block Medical Officer (BMO)** under the Directorate of Health Services (DHS) cadre, Himachal Pradesh.

Particulars of the Medical Officers:—

1. Name of the officer (as per service record): _____;
2. Father's Name (as per service record): _____;
3. Husband's Name (as per service record, if applicable): _____;
4. Date of Birth (as per service record): _____;
5. Seniority No.: _____;
6. PMIS Code/ No.: _____;

7. Date of Appointment as MO (as per appointment order): _____;
8. Date of Joining as MO (on regular basis): _____;
9. Present place of posting: _____;
10. Details of previous three (03) postings:—

(i) _____;

(ii) _____;

(iii) _____;

Note:— In case the above officer has served at only one or two stations, details of only the first and/or second posting(s) may be indicated, and the remaining entry(ies) shall be marked as “Not Applicable.”

11. Name of Specialty (PG Degree): _____;

12. Date of completion of PG degree: _____;

Note:— The date of completion of the postgraduate (PG) degree has been indicated, whereas the date of completion of any PG diploma has not been indicated, as the same is not applicable.

13. Teaching experience acquired as Lecturer/ Demonstrator/ Registrar/ Senior Resident etc.: _____;

Note:— I have acquired the requisite three years of teaching experience in the above specialty after completion of my postgraduate (PG) degree.

14. Date of completion of teaching experience: _____;

Undertaking

I hereby undertake that:—

1. I have exercised this option voluntarily for promotion to the post of **Block Medical Officer (BMO)** under the Directorate of Health Services (DHS) cadre and the same shall be final and irrevocable.
2. I shall be governed by the prevailing Recruitment and Promotion (R&P) Rules, service conditions and provisions of the Department of Health & Family Welfare, HP.
3. I understand that my posting prior or upon promotion shall be made anywhere in Health Institutions of the State and shall not be institution-specific.

Signature: _____

Mobile number: _____

LAW DEPARTMENT**NOTICE***Shimla-2, the 7th April, 2026*

No. LLR-E(9)-6/2025-Legn.—Whereas the following Advocate of District Kangra, H.P., has applied for appointment of Notary in the place and area mentioned against her name under Rule 4 of the Notaries Rules, 1956;

Sl. No.	Name of Advocate	Area for which he/she applied for Appointment of Notary
1.	Smt. Archana Kumari, Advocate w/o Shri Vikrant Pathania, Resident of Village Kalapul, Post Office Dharamshala Cantt., Tehsil Dharamshala, District Kangra, H.P.-176 216.	Sub-Division Dharamshala, District Kangra, H.P.

Therefore, the undersigned, in exercise of the powers conferred *vide* Government Notification No. LLR-A(2)-1/2014-Legn. dated 12th August, 2025, hereby issue Notice under Rule 6 of Notaries Rules, 1956, for the information of General Public for inviting objections, if any, within a period of 14 days, from the date of publication of this Notice in Rajpatra (e-Gezzette), Himachal Pradesh, against her appointment as Notary in Sub-Division Dharamshala, District Kangra, H.P.

Yours faithfully

Sd/-
(JYOTI RAM CHAUHAN),
(Competent Authority),
DLR-cum-Deputy Secretary (Law-Eng.).

**In the Court of Swati Dogra, HPAS, Marriage Officer-cum- Sub-Divisional Magistrate
Barsar, District Hamirpur (H.P.)**

In the matter of :

1. Sh. Ashok Kumar s/o Sh. Kishan Lal, r/o Village Dabrani, P.O. Batarli, Upperli, Tehsil Barsar, District Hamirpur (H.P.).

2. Ms. Kritika Thakur d/o Sh.Ravi Kumar, r/o Village Dugwar, P.O. Kulhera, Tehsil Barsar, District Hamirpur (H.P.) .. Applicants.

Versus

General Public

Subject.— Notice of Intended Marriage.

Sh. Ashok Kumar and Ms. Kritika Thakur have filed an application u/s 15 of the Special Marriage Act, 1954 along with affidavits and supporting documents in the court of undersigned, in which they have stated that they intended to solemnized their marriage within next three calendar months.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing before this court on or before 30-04-2026. In case no objection is received by 30-04-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 25-03-2026.

Seal.

Sd/-
*Marriage Officer-cum-SDM,
 Sub-Division Barsar, District Hamirpur (H.P.).*

**In the Court of Swati Dogra, HPAS, Marriage Officer-cum- Sub-Divisional Magistrate
 Barsar, District Hamirpur (H.P.)**

In the matter of :

1. Sh. Manoj Kumar s/o Sh. Durga Dass, r/o Village Kurnwari, P.O. kothi, Tehsil Ghumarwin, District Bilaspur (H.P.).

2. Ms. Jyoti Devi d/o Sh. Ajudhaya Dass, r/o Village Morsu Datyalan, P.O. Bhota, Tehsil Barsar, District Hamirpur (H.P.) .. *Applicants.*

Versus

General Public

Subject.— Notice for Registration of Marriage.

Sh. Manoj Kumar and Ms. Jyoti Devi have filed an application u/s 15 and 16 of the Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned, stating therein that they have solemnized their marriage on 21-03-2026.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing before this court on or before 02-05-2026. In case no objection is received by 02-05-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 31-03-2026.

Seal.

Sd/-
*Marriage Officer-cum-SDM,
 Sub-Division Barsar, District Hamirpur (H.P.).*

**In the Court of Swati Dogra, HPAS, Marriage Officer-cum- Sub-Divisional Magistrate
Barsar, District Hamirpur (H.P.)**

In the matter of :

1. Sh. Mukesh Kumar s/o Sh. Joginder Ram Sharma, r/o Village Mansui Upperli, P.O. Sour, Tehsil Barsar, District Hamirpur (H.P.).

2. Ms. Sangeeta Devi d/o Sh. Kour Chand, r/o Village Mangarh, P.O. Gher Mangarh, Tehsil Dehra, District Kangra (H.P.) .. *Applicants.*

Versus

General Public

Subject.— Notice of Intended Marriage.

Sh. Mukesh Kumar and Ms. Sangeeta Devi have filed an application u/s 5 of the Special Marriage Act, 1954 alongwith affidavits and supporting documents in the court of undersigned in which they have stated that they intend to solemnized their marriage within next three calendar months.

Therefore, the general public is hereby informed through this notice that if any person having any objection regarding this marriage, may file his/her objections personally or in writing before this court on or before 07-05-2026. In case no objection is received by 07-05-2026, it will be presumed that there is no objection to the registration of the above said marriage and the same will be registered accordingly.

Issued under my hand and seal of the court on 31-03-2026.

Seal.

Sd/-
*Marriage Officer-cum-SDM,
Sub-Division Barsar, District Hamirpur (H.P.).*

**In the Court of Executive Magistrate (Tehsildar), Bhoranj,
District Hamirpur (H.P.)**

In the matter of :

Smt. Sushma Kumari d/o Sh. Julfi Ram, r/o Village Rohwin, P.O. Dhirwin, Tehsil Bhoranj, District Hamirpur (H.P.). .. *Applicant.*

Versus

General Public

.. *Respondent.*

Application u/s 13(3) of Birth and Death Registration Act, 1969 and Section 9(3) of H.P. Birth and Death Registration Rules, 2003. Whereas, Smt. Sushma Kumari d/o Sh. Julfi Ram, r/o Village Rohwin, P.O. Dhirwin, Tehsil Bhoranj, District Hamirpur (H.P.) has moved an application before the undersigned under section 13(3) of Birth & Death Registration Act, 1969 and Section 9(3) of H.P. Birth & Death Registration Rules, 2003 alongwith affidavits and other relevant

documents for entering Date of Birth *i.e.* 25-07-1974 could not be registered in record of G.P. Rohwin.

Now, therefore by this proclamation, the general public is hereby informed that any person having any objection(s) for the registration of delayed Date of Birth Smt. Sushna Kumari d/o Sh. Julfi Ram, may submit their objections in writing or appear in person in this court on or before 20-04-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Seal.

Sd/-

*Executive Magistrate (Tehsildar),
Bhoranj, District Hamirpur (H.P.).*

**In the Court of Executive Magistrate (Naib Tehsildar), Bhoranj,
District Hamirpur (H.P.)**

In the matter of :

Parma Nand s/o Sh. Niku Ram, r/o Village Bajroh, P.O. Badhani, Tehsil Bhoranj, District Hamirpur (H.P.). .. *Applicant.*

Versus

General Public

.. *Respondent.*

Application u/s 13(3) of Birth and Death Registration Act, 1969 and Section 9(3) of H.P. Birth and Death Registration Rules, 2003. Whereas, Parma Nand s/o Sh. Niku Ram, r/o Village Bajroh, P.O. Badhani, Tehsil Bhoranj, District Hamirpur (H.P.) has moved an application before the undersigned under section 13(3) of Birth & Death Registration Act, 1969 and Section 9(3) of H.P. Birth & Death Registration Rules, 2003 alongwith affidavits and other relevant documents for entering Date of Birth *i.e.* 06-04-1967 could not be registered in record of G.P. Bajroh.

Now, therefore by this proclamation, the general public is hereby informed that any person having any objection(s) for the registration of delayed Date of Birth Parma Nand s/o Sh. Niku Ram, of may submit their objections in writing or appear in person in this court on or before 23-04-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Seal.

Sd/-

*Executive Magistrate (Naib Tehsildar),
Bhoranj, District Hamirpur (H.P.).*

**In the Court of Executive Magistrate (Naib Tehsildar), Bhoranj,
District Hamirpur (H.P.)**

In the matter of :

Sharda Kumari d/o Sh. Amar Nath, r/o Village Namlakh, P.O. Amroh, Tehsil Bhoranj, District Hamirpur (H.P.). .. *Applicant.*

Versus

General Public

. . Respondent.

Application u/s 13(3) of Birth and Death Registration Act, 1969 and Section 9(3) of H.P. Birth and Death Registration Rules, 2003. Whereas, Sharda Kumari d/o Sh. Amar Nath, r/o Village Namlakh, P.O. Amroh, Tehsil Bhoranj, District Hamirpur (H.P.) has moved an application before the undersigned under section 13(3) of Birth & Death Registration Act, 1969 and Section 9(3) of H.P. Birth & Death Registration Rules, 2003 alongwith affidavits and other relevant documents for entering Date of Birth *i.e.* 20-01-1967 could not be registered in record of G.P. Amroh.

Now, therefore by this proclamation, the general public is hereby informed that any person having any objection(s) for the registration of delayed Date of Birth Sharda Kumari d/o Sh. Amar Nath, of may submit their objections in writing or appear in person in this court on or before 23-04-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Seal.

Sd/-

*Executive Magistrate (Naib Tehsildar),
Bhoranj, District Hamirpur (H.P.).*

ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय वर्ग, गगरेट, स्थित कलोह,
जिला ऊना (हि0प्र0)

हेम राज पुत्र श्री पूरन चंद पुत्र दलीपा राम, वासी गांव व डा0 बड़ोह, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)

बनाम

आम जनता

आवेदन पत्र राजस्व अभिलेख महाल बड़ोह बाबत दुरुस्ती अपने दादा का नाम दीपू पुत्र भोड़ू के बजाए दीपू उर्फ दलीपा राम पुत्र भोड़ू का इन्द्राज दुरुस्त दर्ज करने बारे।

हर खास व आम को बजरिया मुश्त्री-मुनादी कर सूचित किया जाता है कि उपरोक्त वर्णित अनुवाद मुकद्दमा इस न्यायालय में जेरे समायत है जिसमें प्रार्थी हेम राज पुत्र पूरन चंद पुत्र दलीपा राम, वासी गांव व डा0 बड़ोह, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0) ने राजस्व महाल बड़ोह में अपने दादा का नाम दीपू पुत्र भोड़ू के बजाए दीपू उर्फ दलीपा राम पुत्र भोड़ू का इन्द्राज दुरुस्त दर्ज करने बारे।

अतः इस मुश्त्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि उक्त नाम दुरुस्ती करने बारे यदि किसी को कोई एतराज हो तो वह असालतन या वकालतन इस अदालत में दिनांक 11-04-2026 को समय 02.00 बजे दोपहर या उससे पहले किसी भी कार्यदिवस पर अपना एतराज प्रस्तुत कर सकता है दिनांक 11-04-2026 के बाद कोई भी एतराज मान्य न होगा तथा केस पर नियमानुसार अग्रिम कार्यवाही अमल में लाई जाएगी।

आज दिनांक 13-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / -
कार्यकारी दण्डाधिकारी,
गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)।

ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय वर्ग, गगरेट, स्थित कलोह,
जिला ऊना (हि0प्र0)

बक्शीश सिंह पुत्र श्री सोन्कू राम, वासी गांव व डा0 अम्बोटा, उप-तहसील गगरेट स्थित कलोह,
जिला ऊना (हि0प्र0)

बनाम

आम जनता

आवेदन पत्र राजस्व अभिलेख उप महाल चतेहड़ वहूल (अम्बोटा) बाबत दुरुस्ती अपने पिता का नाम सन्धु पुत्र लोभी के बजाए सन्धु उर्फ सोन्कू राम पुत्र लोभी व अपना नाम बक्शी पुत्र सन्धु के बजाए बक्शी उर्फ बक्शीश सिंह पुत्र श्री सोन्कू राम का इन्द्राज दुरुस्त दर्ज करने बारे।

हर खास व आम को बजिरया मुश्री-मुनादी कर सूचित किया जाता है कि उपरोक्त वर्णित अनुवाद मुकद्दमा इस न्यायालय में जेरे समायत है जिसमे प्रार्थी बक्शीश सिंह पुत्र श्री सोन्कू राम, वासी गांव व डा0 अम्बोटा, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0) ने राजस्व उप महाल चतेहड़ वहूल में अपने पिता का नाम सन्धु पुत्र लोभी के बजाए सन्धु उर्फ सोन्कू राम पुत्र लोभी व अपना नाम बक्शी पुत्र सन्धु के बजाए बक्शी उर्फ बक्शीश सिंह पुत्र श्री सोन्कू राम का इन्द्राज दुरुस्त दर्ज करने बारे।

अतः इस मुश्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि उक्त नाम दुरुस्ती दर्ज करने बारे यदि किसी को कोई एतराज हो तो वह असालतन या वकालतन इस अदालत में दिनांक 11-04-2026 को समय 02.00 बजे दोपहर या उससे पहले किसी भी कार्यदिवस पर अपना एतराज प्रस्तुत कर सकता है। दिनांक 11-04-2026 के बाद कोई भी एतराज मान्य न होगा तथा केस पर नियमानुसार अग्रिम कार्यवाही अमल में लाई जाएगी।

आज दिनांक 13-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित / -
कार्यकारी दण्डाधिकारी,
गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)।

ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय वर्ग, गगरेट, स्थित कलोह,
जिला ऊना (हि0प्र0)

हरमेश चन्द पुत्र श्री रुलिया राम, वासी गांव टटेहड़ा, डा0 ओयल, उप-तहसील गगरेट स्थित कलोह,
जिला ऊना (हि0प्र0)

बनाम

आम जनता

आवेदन पत्र राजस्व अभिलेख महाल टटेहड़ा व उप महाल मवा सिंधिया उपरली बाबत दुरुस्ती अपना नाम रमेश चन्द पुत्र रुलिया राम के बजाए रमेश चन्द उर्फ हरमेश चन्द पुत्र रुलिया राम का इन्द्राज दुरुस्त दर्ज करने बारे।

हर खास व आम को बजिरया मुश्री-मुनादी कर सूचित किया जाता है कि उपरोक्त वर्णित अनुवाद मुकद्दमा इस न्यायालय में जेरे समायत है जिसमें प्रार्थी हरमेश चन्द पुत्र श्री रुलिया राम, वासी गांव टटेहड़ा, डा0 ओयल, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0) ने राजस्व महाल टटेहड़ा उप महाल मवा सिंधिया उपरली में अपना नाम रमेश चन्द पुत्र रुलिया राम के बजाए रमेश चन्द उर्फ हरमेश चन्द पुत्र रुलिया राम का इन्द्राज दुरुस्त दर्ज करने बारे।

अतः इस मुश्री-मुनादी द्वारा आम जनता को सूचित किया जाता है कि उक्त नाम दुरुस्ती दर्ज करने बारे यदि किसी को कोई एतराज हो तो वह असालतन या वकालतन इस अदालत में दिनांक 11-04-2026 को समय 02.00 बजे दोपहर या उससे पहले किसी भी कार्यदिवस पर अपना एतराज प्रस्तुत कर सकता है। दिनांक 11-04-2026 के बाद कोई भी एतराज मान्य न होगा तथा केस पर नियमानुसार अग्रिम कार्यवाही अमल में लाई जाएगी।

आज दिनांक 13-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)।

ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय वर्ग, गगरेट, स्थित कलोह,
जिला ऊना (हि0प्र0)

बलदेव सिंह पुत्र श्री भगत राम पुत्र जयकरण वासी गांव व डा0 ओयल, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)

बनाम

आम जनता

आवेदन पत्र राजस्व अभिलेख महाल ओयल में बाबत दुरुस्ती उप-जाति मन्हास के बजाए डढवाल का इन्द्राज दुरुस्त दर्ज करने बारे।

हर खास व आम को बजिरया मुश्री-मुनादी कर सूचित किया जाता है कि उपरोक्त वर्णित अनुवाद मुकद्दमा इस न्यायालय में जेरे समायत है जिसमें प्रार्थी बलदेव सिंह पुत्र श्री भगत राम पुत्र जयकरण वासी

गांव व डा0 ओयल, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0) ने राजस्व महाल ओयल में अपनी उप-जाति मन्हास के बजाए डढवाल का इन्द्राज दुरुस्त दर्ज करने बारे प्रार्थना-पत्र दाखिल किया है।

अतः इस मुश्त्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि उक्त उप-जाति दुरुस्ती दर्ज करने बारे यदि किसी को कोई उजर या एतराज हो तो वह असालतन या वकालतन इस अदालत में दिनांक 28-04-2026 को समय 02.00 बजे दोपहर या उससे पहले किसी भी कार्यदिवस पर अपना एतराज प्रस्तुत कर सकता है। दिनांक 28-04-2026 के बाद कोई भी एतराज मान्य न होगा तथा केस पर नियमानुसार आग्रिम कार्यवाही अमल में लाई जाएगी।

आज दिनांक 28-03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)।

**ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय वर्ग, गगरेट, स्थित कलोह,
जिला ऊना (हि0प्र0)**

संजीव शर्मा पुत्र श्री गोपाल दास पुत्र वसन्त राम, वासी गांव व डा0 ओयल, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)

बनाम

आम जनता

आवेदन पत्र राजस्व अभिलेख महाल ओयल व उप महाल थपलां में बाबत दुरुस्ती अपना नाम संजीव कुमार पुत्र गोपाल दास के बजाए संजीव कुमार उर्फ संजीव शर्मा पुत्र गोपाल दास का इन्द्राज दुरुस्त दर्ज करने बारे।

हर खास व आम को बजिरया मुश्त्री-मुनादी कर सूचित किया जाता है कि उपरोक्त वर्णित उनवान मुकद्दमा इस न्यायालय में जेरे समायत है जिसमें प्रार्थी संजीव शर्मा पुत्र श्री गोपाल दास पुत्र वसन्त राम, वासी गांव व डा0 ओयल, उप-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0प्र0) ने राजस्व महाल ओयल व उप महाल थपलां में अपना नाम संजीव कुमार पुत्र गोपाल दास के बजाए संजीव कुमार उर्फ संजीव शर्मा पुत्र गोपाल दास का इन्द्राज दुरुस्त दर्ज करने बारे।

अतः इस मुश्त्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि उक्त नाम दुरुस्ती दर्ज करने बारे यदि किसी को कोई उजर या एतराज हो तो वह असालतन या वकालतन इस अदालत में दिनांक 28-04-2026 को समय 02.00 बजे दोपहर या उससे पहले किसी भी कार्यदिवस पर अपना एतराज प्रस्तुत कर सकता है। दिनांक 28-04-2026 के बाद कोई भी एतराज मान्य न होगा तथा केस पर नियमानुसार आग्रिम कार्यवाही अमल में लाई जाएगी।

आज दिनांक 03-2026 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
गगरेट स्थित कलोह, जिला ऊना (हि0प्र0)।

CORRECTION OF NAME

I, Anuj Kumar s/o Sh. Surinder Kumar, r/o Village Dhar, P.O. Kandla, Tehsil & Distt. Chamba (H.P.) declare that in Aadhar Card of my minor son having number 2358 7540 9587 his name is wrongly entered as Ayansh Sharma. Whereas his correct name is Vihaan Sharma. All concerned please note.

ANUJ KUMAR
*s/o Sh. Surinder Kumar,
r/o Village Dhar, P.O. Kandla,
Tehsil & Distt. Chamba (H.P.).*

CHANGE OF NAME

I, Pyari w/o Shri Atma Ram, r/o Vill. Dalgaon, P.O. Kutara, Tehsil Rohru, Distt. Shimla (H.P.) declare that my name is wrongly mentioned as Rampyari in my Aadhar Card No. 4615 8035 3387. Therefore it should be changed to Pyari in my Aadhar Card. All concerned please may note.

PYARI
*w/o Shri Atma Ram,
r/o Vill. Dalgaon, P.O. Kutara,
Tehsil Rohru, Distt. Shimla (H.P.).*

CHANGE OF NAME

I, Harish aged 36 years s/o Sh. Rajender Thakur, r/o Village Manjhla Gaon, P.O. Bychari, Tehsil & Distt. Shimla (H.P.)-171 011 declare that I have changed my daughter's name from "Baby one of Lalita" (Old Name) to Samayara Thakur (New Name). All concerned please may note.

HARISH
*s/o Sh. Rajender Thakur,
r/o Village Manjhla Gaon, P.O. Bychari,
Tehsil & Distt. Shimla (H.P.)-171 011.*

CHANGE OF NAME

I, Akshay Kumar s/o Late Sh. Balraj Kumar, r/o Village Bangarh, P.O. Jakhera, Tehsil Mehatpur (Basdehra), District Una (H.P.)-174 315 hereby declare that due to an inadvertent error, the name of my son was wrongly recorded as Kartik Dhap in his birth certificate. The correct name is Kunwar Jay Dhap. Henceforth, his name shall be treated as Kunwar Jay Dhap for all purposes.

AKSHAY KUMAR
*s/o Late Sh. Balraj Kumar,
r/o Village Bangarh,
P.O. Jakhera, Tehsil Mehatpur (Basdehra),
District Una (H.P.)-174 315.*

CHANGE OF NAME

I, Rajinder s/o Shri Jaitu Ram, r/o Village Andhwi (44), P.O. Kalbog, Tehsil Kotkhai, District Shimla (H.P.)-171 225 do hereby declare that I have changed my name from Raju to Rajinder for all future purposes. Henceforth, I shall be known and addressed by my new name Rajinder. All concerned please take note.

RAJINDER
s/o Shri Jaitu Ram,
r/o Village Andhwi (44), P.O. Kalbog,
Tehsil Kotkhai, District Shimla (H.P.)-171 225.

CHANGE OF NAME

I, Janki w/o Sh. Anil Kumar, r/o Guma (8), Shimla (H.P.) do hereby declare that I am the mother and legal guardian of my minor son. My son's name is currently recorded as "baby third of Janki" (Old Name) in his Aadhar records. I have changed his name to RONAK, (New Name) and he shall be known by this name for all future records and purposes.

JANKI
w/o Sh. Anil Kumar,
r/o Guma (8), Shimla (H.P.).

CHANGE OF NAME

I, Menka w/o Sh. Padam Dev, r/o Village Barota, P.O. Pandoa, Sub-Teh. Jalog, District Shimla (H.P.) declare that I have changed my name from Monika to Menka.

MENKA
w/o Sh. Padam Dev,
r/o Village Barota, P.O. Pandoa,
Sub-Teh. Jalog, District Shimla (H.P.).

CHANGE OF NAME

I, Rama (43 Yrs.) w/o Sh. Tarsem Chand, r/o Ward No. 2, Vill. Banwala, P.O. Chetru, Teh. Dharamshala, District Kangra (H.P.) declare that I have changed my son's name from Komal Choudhary to Karan Choudhary. In future my son may be known and considered as Karan Choudhary in all records, things and deeds. All note it.

RAMA
w/o Sh. Tarsem Chand,
r/o Ward No.2, Vill. Banwala,
P.O. Chetru, Teh. Dharamshala,
District Kangra (H.P.).

CHANGE OF NAME

I, Munish Kumar s/o Sh. Subh Karan, Village Tangroti, P.O. Yol Camp, Teh. Dharamshala, Tangroti Khas (521), Kangra, Himachal Pradesh-176052 declare that I have change my minor daughter's name in her Aadhar Card No. 9858 6909 6293 from "baby one of Kusum Lata" to Mishika. All concerned please may note.

MUNISH KUMAR
s/o Sh. Subh Karan,
Village Tangroti, P.O. Yol Camp,
Teh. Dharamshala, Tangroti Khas (521),
Kangra, Himachal Pradesh-176052.
