**LAWS REGULATING THE CONTRACT WORKERS IN INDIA**

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The contract labour is the one who is employed for the particular work or tax through a contractor and not directly recruited by the employer than the person is said to be engaged in the contractual employment. According to ICRIER survey,2015 of the Haryana manufacturing sector shows the approximate 41% of the labour employed was a contractual in nature. In which the the half of the increasing total employment level between the 2000-2001 and 2015-16 is from 7.7 millions to 13.7 millions was created by the contractual workers according to the Annual survey of industries (ASI). The goal of this article is to focus on the laws and judicial interpretation in order to safeguard the contract labourers in the India.

**Key words** -: contract workers, contractor, workmen, principal agent, judiciary

**Introduction**

According to the International Labour Organisation defines the term contract Labour as “ for the purpose of the proposed assembly the term “contract Labour” should mean Work enacted for a natural or legal person ( referred to as ‘user enterprise’) by a person ( referred To as ‘contract worker’), pursuant to a contractual arrangement other than a contract of employment With the user corporation, under real situation of reliance on or subordination to the user Enterprise, where these conditions are similar to those that characterize an employment relationship under national law and practice”[[1]](#footnote-1). AS in India contract labor regulation and abolition act,1970 governed the contractual employment it is applied to any e establishment or a company where more than 20 workers are employed on a contractual basis.

In other words contract labour can also be said to be someone within the expenses of someone and wants to work for someone else. There are three parties – the principal employer, the contractor and the contract labour. According to the statue of contractual worker is a workmen employed by the contractor for contractual work and it was not recruited through an employee directly it is defined as a supplier of contractual labour to the principal employer .the principal employer is the one who is having a command to control the establishment of a company. In the manner of –

1. A factory – the principal employer is the owner or the occupier or the manager of the factory;
2. Mine : it is the holder or the superintendent or manger of that mine.
3. In the Government : it is the head of the office or department or an officer notified by the government or other local authorities.

This contract labour has no direct employer – employee relationship with the party called principal employer, for whom the work is ultimately going to be done. The main employer or the owner of the establishment has secondary control over the contract worker. Here the intermediary between the main employer and the contract worker is the contractor and it is with him that the contract worker has an employer-employee relationship, and it is the contractor who employs and pays them. Section 2© of the act sets out the definition of ‘contractor’ and this relationship was demonstrated.

In ***G.M., O.N.G.C., Silchar v. O.N.G.C. Contractual Workers Union*** [[2]](#footnote-2)– where the O.N.G.C. workers union raises voice on regulation of the services of labourers of contractors. Tribunal gives an award that the labourers were workmen of the appellant and not of contractors. This award was challenged and was reversed by the single judge of the High Court. Supreme Court dismissed the appeal and held that there exists relation of master and servant.The decision of the Division Bench restoring the Labour Court order was not unconstitutional. As there was no contractor hired in this situation, the workers were directly under the principal employer. S.2 (g) of the Act clearly defines who is a principal employer, and the judiciary has gone a step further in clarifying the role of a “principal employer.”

For safeguarding the interest of the workers judiciary plays key role in the judgement of ***Vegolis Pvt. Ltd. V. Their workmen[[3]](#footnote-3)-*** in this Supreme Court held that the act for contract labour was implemented for regulating and improve the condition of service provided to them.

The Supreme Court while Interpretation of the preamble of the Indian constitution ordered down that the aim of social justice is to realize substantial degree of social, constitutional goal. The Social security, simply and humane conditions of labor and leisure to workmen area unit a part of his purposeful right to life under Article 21 and to realize self expression of his temperament and to relish the life with dignity under Article 19.the advantages presented by the Act and therefore the rules area unit in their nature, financial aid legislative measures, thereby is in reference to the provisions of the constitution.

There is a rational relation between the impugned Act and therefore the objects to be achieved, and therefore the provisions aren’t in way over those objects. This Act is not violating the provisions of Article 14 of the constitution. The application of the Act additionally doesn’t value to the unreasonable restriction on the rights presented underneath Article 19(1) (g) of the constitution.

The Supreme Court has evidenced the constitutional validity of the said Act in ***Gammon India Ltd. V. Union of*** India[[4]](#footnote-4)- wherein the Court found that there is no unreasonableness in the measure taken by the Act.

The Court repealed the assertion that the dressing of the Act in respect of pending work amounted to unreasonable restriction on the contractors under, it was held that pendency of the contract was not a relevant consideration. Here the captive issue of the legislation is not contract but contract labour. The Supreme Court well expressed that the provisions of the said Act is constitutional and reasonable.

The canteens, lavatories, supply of drinking waters, washrooms, urinals, and first – aid services are the amenities for the dignity of human labour and are not in abundance of the object of the Act and there is no violation of Art.14 of the constitution. The legislation has made uniform laws for all contractors.

This, Contract Labour (Regulation and Abolition) Act, 1970 which deals with the welfare and protection of the workmen is truly consciously favorable and that shouldn't be contravenes the privileges o the workers by contractors and the principal employers but they have to provide protection to the contract labourers at large.

**History of the Regulation**

Contract labour ab initio utilized just for non-core work like horticulture, cleaning, and maintenance. Soon, they began progressively utilized in production still. Observing the historical side of contract labour in Republic of India we will deduce by observing that using that contract labour has its roots from past. However, the scale of contract labour in Republic of India considerably dilated within the post-Independence amount. Throughout, the first amount of industry, industrial institutions were troubled with the matter of labour accomplishment like, lack of labour quality, status of labours, language and spiritual taboo. Therefore, they’d to rely on ‘middleman’ World Health Organization helped them in accomplishment and management of labour. A significant landmark within the direction of achieving truthful treatment of labour was the enactment of the commercial Disputes Act, 1947. The growing size of contract labour within the trade and possibilities of abuse and exploitation of written agreement employees has necessitated the enactment of another piece of legislation. Hence, the Contract Labour (Regulation and Abolition) Act, 1970 was introduced to subsume the abuses of contract labour system.

**Other laws for the protection of Contract labour**

The contract labour is the developing and tremendous form of employment in the establishment. Hence, this lead to highly exploitation of a contract labours in India after the phrase of globalization and liberalization. The contract labour is not only getting protected from the contract labour (Regulations and abolition) act, 1970 but also under the other laws as mentioned-:

1. ***The employees state insurance act, 1948 :-***According to this act the factories and other establishment or institution where the employees state insurance act are applicable, here the contract labour are also get advantages under this act for the employees or the workers until they meet their wants as the expression 'Employees' defined under the section 2(9) of this act.
2. **The mines act, 1952** – The contract workers working in the mines or any parts that are related to the mining activities thereof shall also be for under the definition of the section 2(1) of the act that also include the compliances with various other provision of the act and rules.
3. **The workmen compensation act 1923** – The act deal with the liabilities of payment of compensation according to the Section 12 of the act that also deals with the Contract Labour act provide protection for the personal injury caused by any incident of during the course of employment with the workers.
4. **The industrial Disputes act, 1947** – here the workman used under the definition of industrial disputes act that also include the workmen under the Contract Labour (Regulation and abolition Act), 1970 the workman was affected with all the protection and compensation while working and thereafter also. In the case of **Bharat Earth Movers Limited vs. Gangaramail Mehmood Mirza**[[5]](#footnote-5) it was held by the High court of Karnataka that workers are eligible to pay less than minimum wages then as they recover from the principal employee through filing the petitioner under the industrial dispute act 1947 under section 33© (2) . This will help in recovering the money that is due from the employer as a contract worker will also remain the the same status as like workman that is that is prescribed under section 2 (s) of the act.
5. **The Minimum wages act, 1948 -** As provided in the Contract Labour Regulation and abolition Act 1970 rule 25 sub rule lV for that provides principal employer ensures that workers engaged through the contractor will not get less pay as fixed under the minimum wages act. Such statement are uplifted by the Karnataka High Court in the case of of **Turkey and company vs. Regional harbour commissioner[[6]](#footnote-6)**.
6. **The Employees Provident Fund and miscellaneous provisions act, 1952** – As said in the act that any person get recruited by any other person other than employee or through a contractor in connection with the worker of the establishment unless provided under any act as mentioned under the section 2(f) of the the act are eligible to take the advantages of the scheme framed under this act. Here the employees get engaged through the other person that are eligible to be liable as covered under the act Employees Provident Fund and miscellaneous provisions act.
7. **The maternity benefits ( amendment) act**, 2017 – this law is for the pregnant women who are eligible to get maternity leave does not matter that they are permanent employee or a contract working days bill are approved on 27 March 2017 after the assent of the president or it comes into force on 28 March 2017 . It provides some of the changes in the act as far as many reforms have been taken place in past that are related to maternity leave.
8. As mentioned in the act that establishment having 50 or more than 50 workers working should now provide facility of crèche that includes 4 visits in a day. This act also provide maternity leave to the the commissioning and adopting mothers too. These benefits are informed and available to the women’s at the time of appointment it and the women are eligible to get for the wages of 24 weeks by the establishment.
9. **The payment of wages (Amendment) act, 2017**. – Through this act the mode of payment to the wages of the employees where changes in the company. As company now pay their wages without any authorization through the cherub, by currency notes or coins or by direct transfer to their respective bank accounts.
10. **The Child Labour (prohibition and regulations) amendment act, 2016 –** Here, the child means a person who is below the age of 14 years are not recruited for any work in any industry as we have a right to free of and compulsory Education Act 2009 and also this is their fundamental right that is mentioned under the article 21 of Indian Constitution. A child above the age of 14 year is considered adult but they would not allow working in the hazardous or chemical Industries. The employment of children is not permitted until and unless the exception, where the children help is indeed to their family and that is allowed only after or before the school timings. The school should not be compromised for any such working.

There are various judicial decisions taken place where court defines the status of the contract labor in India that is being abolished as it is one of the disputed social issues in India in relation with various government reforms and policies. The judicially consciously plays an important role while deciding the status for the labour so that they won’t be again and again get exploited by the contractor.

It is recommended to the centre and state lab our government by the commission to establish the centre and state lab our board to control board manage the contract labourers and also to direct them for the contract labour registration band supervision. Now the new ways are introducing such as Biometric smart card which is also provided to the contract labourers that incite their names, skills, the nature of work they are dealing with, address, photographs, etc. With the help of the smart card the contract workers can take advantage of various benefits and perks such as pay benefits, cash allowance and various other social security benefits. As said it becomes bondage duty upon the organization to let the workers or the labourers knows about such benefits, provide them their smart cards and also let them avail their rights of compensation under the act. Such information should be deliver in any format i.e., written or electronic or in any language English or vernacular language that is understandable by the workers working there.

As seen from the above laws and judicial activism where the contract workers are provided the complete protection and also the Contract labour ( Regulations and abolition) act are providing safeguard to the contract workers and various other benefits.

**Conclusion**

After conducting research on the Contract Labour (Regulation and Abolition) Act, 1970, it is clear that this Act was enacted with the welfare of contract laborers in mind. The abuse of women has been a major source of concern for the Indian government. The workforce working under the contract lab our scheme, and thus to eliminate all difficulties keeping in mind the efforts taken by the ministries and the judiciary in enactment of the act. But somewhere and somewhat there are flaws in the law like the section 10 doesn’t talk about the absorption but dealt with the abolition of such workers. However, the Act has given immunity to contract laborers, and is addressed in several provisions of the Act, and the judiciary has backed up and strengthened the Act's protection. Thus, it can be proposed that in order to be reliable, there is the need of It’s critical to enact the Contract Labour (Regulation and Abolition) Act of 1970 ,as it establish and sustain excellent relationships between the contract workers and the organization or superintendent. However, as seen the judiciary plays very important role in the safeguarding the rights of the contract workers by their lots of the interpretation for protecting this class.

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