

REPORT OF ENQUIRY COMMITTEE IN THE
MATTER OF ENQUIRY INTO THE WORKING
CONDITIONS OF TAILORS AS DIRECTED

By G.O. No. F. 26 (II)/64-Lab. dated 1-4-64

By

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SECRET

**IN THE MATTER OF ENQUIRY INTO THE SERVICE CONDITIONS
OF TAILORS IN DELHI**

REPORT

By G.O. No. F. 26(11)/64-Lab. dated 1st April, 1964, an order was passed by the Secretary (Labour), Delhi Administration, setting up an Enquiry Committee, to investigate certain demands put forward by the Delhi Tailoring Mazdoor Union, and I was appointed sole member of the said Committee and directed to submit my report.

2. It is necessary to set out the reasons as mentioned therein, for setting up an Enquiry Committee, to go into the matters referred to in the said order. It is stated in the order under reference, that for sometime, there had been agitation on behalf of the tailors employed in various establishments in Delhi, in connection with their demands for improvement in their working conditions, and enforcement of various Acts, such as Delhi Shops and Establishments Act, Factories Act, etc. A number of tailors went on strike with effect from 22nd November, 1963. The strike was, however, called off as a result of an agreement reached between the leaders of the Tailors and Drapers Association, Delhi State, and the Delhi Tailoring Mazdoor Union in the presence of the Conciliation Officer, Delhi on 7th December 1963 (Annexure 'A'). One of the terms of the said agreement was, that both parties would co-operate with any authority or body established by the Delhi Administration, to go into the question of the demands of the tailors and other connected matters. I was appointed sole-member of the Enquiry Committee to deal with the matters as contained in the terms of reference. I was directed to complete the enquiry as expeditiously as possible, and within a period of two months from the date the work was started and to file my report within the said date.

3. The terms of reference as contained in the said order are as follows :—

- "1. To enquire into the working conditions of the persons employed on piece-rates or otherwise in the tailoring establishments in Delhi and to give suggestions for improvement, if any.
2. To suggest suitable rules governing the conditions of service in these establishments.
3. To suggest rates and or scales of pay and Dearness Allowance for the persons employed on piece rates or otherwise in the tailoring establishments.

4. To suggest amendments, if any, in the social security and other Labour legislations, such as, Employees Provident Fund Act, Delhi Shop and Establishments Act, Factories Act, etc. so as to secure their application to piece-rated employees of tailoring establishments.
5. To enquire into the extent of contract system of employment of labour, if any, and to suggest whether such system can be abolished. In case such system cannot be abolished, what measures, statutory or otherwise, should be devised to ensure fair wages and conditions of employment, to labour employed through or by contractors or sub-contractors."

4. I entered on my duties as Enquiry Committee, and started the enquiry on 4th May, 1964. By that time, the Tailoring Mazdoor Union (hereinafter called the Union), had been called upon to file their statement in relation to the matters set out in the terms of reference. They filed their statement, by 29th April 1964, and also delivered a copy thereof to Mr. Chadha, who was then representing the Association. The enquiry was posted to 6th May, 1964 to enable the parties to appear, and to enable the Tailors and Drapers Association, Delhi State (hereinafter called the Association) to file their statement in relation to the matters set out in the terms of reference. Notice in this behalf was given to both parties. On 6th May, 1964 to which date the enquiry was posted, there was appearance on behalf of the union, but the Association neither appeared nor filed their statement. The matter was again adjourned to 11th May 1964, and notice was sent to both the parties to appear on that date, and the Association were requested to file their statement, and intimation was also given that the matter would have to be proceeded with ex-parte, if was no appearance as directed.

5. On 11th May, 1964 Mr. B. Kishore, Advocate, who claimed to be the Legal Secretary of the Association, appeared and filed a petition, objecting to the Constitution and jurisdiction of the Committee to conduct the enquiry. The union wanted time, to file their objections to the allegations contained in this petition. In the meantime, copy of a communication had been received by me purporting to have been sent on behalf of the Association to the Chief Commissioner, Delhi containing various objections to the conduct of the enquiry, and objecting the jurisdiction of the Enquiry Committee to proceed with the investigation. The enquiry was adjourned to 18th May, 1964, and the parties were requested to be ready with the arguments on the petition, filed on behalf of the Association, calling in question the right of the Enquiry Committee to proceed with the enquiry. On 18th May, 1964 there was appearance on behalf of the Union, and Mr. B. Kishore and Mr. Ram Parkash appeared on behalf of

the Association. Mr. Kishore filed a memo. stating that the Chief Commissioner had been pleased to grant time to the Association till 22nd May, 1964 to enable them to consider the matter, and requested that the enquiry should be adjourned to that date. Accordingly the enquiry was adjourned to 22nd May, 1964. On that date there was appearance on behalf of the union. Mr. Kishore on behalf of the Association, filed a memo. to the effect, that three writs had been filed before the Circuit Bench of the Punjab High Court, and that interim stay of the enquiry had been granted. I was also served with a copy of the order of interm stay passed by the High Court, till 29th May, 1964. On 30th May, 1964 it was intimated by both the parties, that the stay petition was posted to 15th June, 1964 at Chandigarh, and the stay had been extended till then. Accordingly the enquiry was adjourned to 17th June, 1964, and thereafter to 24th June, 1964 pending orders of the High Court. Subsequently I was informed, that the petition for stay was posted at Chandigarh before the Vacation Bench of the High Court on 6th July, 1964. On 8th July, 1964 Mr. Ajit Dass Gupta for the union appeared before me and represented that the stay petitions in the High Court had been withdrawn by the respective petitioners, and that they were dismissed by the High Court on 6th July, 1964. The enquiry was thereupon adjourned to 9th July, 1964 for further consideration.

6. It may be mentioned in this connection that while dismissing the petitions for stay as withdrawn, the High Court observed as follows :—

“The Notification (Annexure ‘B’) making this appointment makes it clear, that the enquiry will be completed within a period not exceeding two months from the date he starts the work. The work was started by Shri E. Krishnamurthi on 6th May, 1964. Two months have expired, and Shri Krishnamurthi can no longer work without an order of extension from the Government of Delhi. In this view of the matter, the learned counsel Shri Brij Buns Kishore does not press the petitions, and submits that this may be withdrawn as infructuous. No order of extension has been produced in this Court and it must be assumed that the original notification (Annexure ‘B’) still operate. The petitions would accordingly be dismissed having been withdrawn for being infructuous.”

It will be noted that the High Court was pleased to observe that the original notification had lapsed by efflux of time, and it was, therefore, infructuous, without further order of extension.

7. In view of the order passed by the High Court, a further order bearing the date 10th July, 1964 was passed by the Delhi Administration. It is to the effect, that the single member Enquiry Committee could not

complete the enquiry within a period of two months from the date the work was started on 4th May, 1964, that the enquiry could not be completed within the stipulated period of two months, in view of the stay order passed by the Punjab High Court, and that therefore, the Chief Commissioner was pleased to extend the period for submission of the report by the Enquiry Committee till 4th October, 1964.

8. In view of this order of the Chief Commissioner, notices were sent to both parties informing them of the fact that stay had been vacated by the order of the Punjab High Court, and that the Enquiry would go on, and that the Association should file their statement on or before 17th July, 1964. On 17th July, 1964 a letter of even date was received from Mr. B. Kishore, Advocate, on behalf of the Association, that the Enquiry Committee had become incompetent to proceed, and functus officio, that the Enquiry-Committee had accordingly no jurisdiction or authority to proceed since its life had been extinguished by efflux of time, and that the communication calling upon the Association to file their statement and participate in the enquiry, was based on a clear mis-apprehension of the true and correct state of facts, and that the Committee had, therefore, no jurisdiction or authority to proceed in the matter. Another notice was sent on 17th July, 1964 to the Association and also to the union, drawing their attention to the order of the Delhi Administration dated 10th July, 1964, and I requested the Association to be present at the enquiry, which was adjourned to 24th July, 1964 to enable the Association to participate in the enquiry. On 24th July, 1964, the union appeared but there was no appearance on behalf of the Association. The matter was adjourned to the next day 25th July, 1964.

9. On that day, a communication was received from Mr. B. Kishore bearing the same date, that an application had been filed before the Circuit Bench of the Punjab High Court at Delhi for stay of proceedings before the "Court of Enquiry", and that the Hon'ble Mr. Justice P. D. Sharma had been pleased to order on 24th July, 1964 as follows :—

"Notice. Ad-interim stay meanwhile. Notice should be issued for an early date."

Immediately on receipt of this communication the enquiry was adjourned to 27th July, 1964. On that date, Mr. Ajit Dass Gupta was present and he stated that there were a number of witnesses to be examined, that they were all present, and that if they were not examined they would suffer loss as they would lose their wages. However, on account of the order of stay as communicated by Mr. Kishore, the enquiry could not proceed, and it was adjourned to 29th July, 1964 pending receipt of the High Court order. On 28th July, 1964 at about 1.00 p.m., I was served with the order of stay that had been passed by the High Court on 24th July, 1964, and the matter was adjourned again to 14th August, 1964.

10. A petition was preferred on behalf of the Delhi Administration for vacating the stay that had been granted by the High Court. On 14th August 1964 the stay was vacated by order of the High Court. The material portion of the said order is as follows :—

"The Stay Order is therefore vacated, and the enquiry can proceed. Notices were immediately given to both the parties that the enquiry would be resumed on 17th August, 1964. On 17th August 1964, Mr. Sushil Bhattacharya was present on behalf of the union, but there was no appearance for the Association. Further notice was given on 17th August, 1964 to the Association informing them, that the enquiry would go on from day to day, and that they should participate in the enquiry, and also that no further notice would be given of the date of enquiry, as it would proceed from day-to-day as from 17th August, 1964. But the Association never appeared on 17th August, 1964 or any date thereafter. Another notice was sent to the Association on 20th August, 1964 intimating that no further notice would be sent regarding the date of enquiry, as it would go on from day to day, as it had been going on as previously informed from 17th August, 1964.

11. At the enquiry, which was resumed subsequent to 14th August, 1964, after the order of stay was vacated, only the union appeared, and examined a number of witnesses. The management did not appear subsequent to 25th May, 1964, and they have not participated in the enquiry at all, and none has been examined on their behalf.

12. It has been found necessary to set out the various facts as mentioned above to explain the delay that occurred in the investigation. Actually the enquiry could not go on, because of the order of stay passed by the High Court on two occasions. It became possible to hold the enquiry only after the order of stay was vacated by the High Court on 14th August, 1964 on the strength of the steps taken by the Delhi Administration.

13. Now coming to the terms of reference as contained in the order dated 1st April, 1964, it is necessary to state, that the contention of the union as disclosed in the statement of claim filed before me is, that the tailors working in various establishments in Delhi are all "workmen" "employed" in the establishments in which they work, within the meaning of the term as defined in Section 2(s) of the Industrial Disputes Act, and that, therefore, they are entitled to all the protection afforded by the said Act, and to the benefits of all the enactments granting social security to "workmen". This is the most important and substantial claim that has been put forward on behalf of the union, and this goes to the root of the matter. The answer to the various questions as raised in the terms of reference will depend upon how the above contention of the union is answered.

14. Even though no statement has been filed in this enquiry on behalf of the Association as such, I may refer to the various allegations made in the communication that was sent to me, and also addressed to the Chief Commissioner by the Association, objecting to the constitution of the Committee, and of the jurisdiction of the Committee to proceed with the enquiry. Briefly stated the allegations therein are to the effect, that the various persons working as tailors in the several establishments in Delhi are not "workmen", as defined in the Industrial Disputes Act, that they are not "employed" by the respective managements of the establishments concerned, that the relationship of "master" and "servant" or "employer" and "employee" does not subsist between them and that, therefore, there was an inherent objection to the jurisdiction of the Enquiry—Committee to proceed with the enquiry. Even in the petition that was filed on 11th May, 1964 on behalf of the Association, objecting to the appointment and the Constitution of the Enquiry Committee, it is alleged, that the provisions of the Industrial Disputes Act do not apply to the parties inasmuch as the Supreme Court and the High Court have determined the nature and scope of the relationship as of an independent contract, between the tailors, independent contractors and owners of commercial establishments. It is also stated, that the Delhi Administration was not competent under law to make a reference in respect of a Central Legislative Enactment, that the office of the Enquiry Officer is not contemplated by the Industrial Disputes Act, that there was no provision of law for the composition of an Enquiry Committee, and that there were various decisions of the Supreme Court and High Court which had clearly determined the rights duties and obligations of the parties inter se finally and conclusively. Extracts have been given from the judgment of the Punjab High Court in a criminal case and also an award passed by me as Industrial Tribunal, Delhi in the case of B. Lila Ram and Sons. It is thus the contention of the Association, that the relationship of "employer" and "employee" is not existing between the parties, that the Industrial Disputes Act and other enactments do not apply to the facts of the case, and that the referring order passed by the Delhi Administration is bad, and that accordingly there is no jurisdiction to proceed with the enquiry since the reference is illegal.

15] It will be seen that the union has been contending all along and is also contending in this enquiry, that the relationship of "employer" and "employee" and "master and servant" exists between the managements of the respective establishments on the one hand and the tailors working for them on the other and that, therefore, the tailors are "workmen", as defined in the Industrial Disputes Act. The contention on behalf of the Association as can be seen from the communications filed on their behalf is, that no such relationship exists and that on the contrary the tailors are only independent contractors, or working for independent contractors.

16. Thus the all important question that arises for consideration in this enquiry is, whether the tailors working in the several establishments are "workmen" within the meaning of the Industrial Disputes Act, or are independent contractors, or employees of independent contractors, as averred on behalf of the Association. This question goes to the root of the matter. In the terms of reference, I am directed to enquire into the working conditions of the persons employed on piece rates or otherwise in the tailoring establishments, and to suggest rules governing the conditions of service, and rates and scales of pay, and dearness allowance and also regarding the applicability of social security legislation, such as Employees Provident Fund Act etc. to the piece rated employees of tailoring establishments. It is clear, that if it is found, that the piece rated employees working in the tailoring establishments are "workmen" according to the conditions of service under which they work, the various questions referred for investigation will be easy of solution. Therefore, the question to be decided is, whether there is a contract "of service" in regard to the piece rated workmen working in the several establishments, or whether there is only a "contract for services".

17. Before dealing with the evidence led on behalf of the union regarding the conditions in which the tailors work, it is necessary to bear in mind, the principles governing the distinction, between a "contract of service" and a "contract for services". There are numerous decisions on the subject and it is necessary to examine them closely and carefully with a view to elucidate the principles applicable to the facts before us.

18. Generally speaking in a "contract for services", the person who does the work owes no obedience to the person who engages the contractor, and the services are generally intermittent, and he is not restricted as to the manner in which he performs his duties. In a "contract of service", the person engaged will be under the command of his master who controls his time, and the manner in which he should do the work. Where the relationship of master and servant, subsists, the master retains the power of controlling the work and the manner in which it should be done, and the servant is under an obligation to obey the lawful orders and directions of his master in respect of the work done by him. It is necessary to refer to the various decisions on the subject.

19. The decision of the Supreme Court in *Dharangdhara Chemical Works V. State of Saurashtra and others* (1957 I LLJ 477) is important. In this case the question was whether the Agarias employed in the Salt works of the company, were "workmen" or "independent contractors". It was found in that case that the Agarias were not under any obligation to work at set hours. They were also at liberty to employ additional labour to assist them in their work. They brought their own bullocks for the

work. There was no attendance register maintained regarding their attendance. It was held by the Supreme Court that as there was control by the company in the matter of production of salt and the control was exercised in regard to the manner in which the work was done by the Agarias in the matter of extraction of salt, they were workmen of the company. The Supreme Court laid-down the principle, that if on the facts of a particular case, it appeared, that there was control by the employer about the manner in which the work should be done by the persons employed, he would be the workman of the establishment, and not an independent contractor. For determination of the question, it is necessary to consider whether there is a right in the master to supervise and to control the work done by the servant, not only in the matter of directing what work the servant is to do, but also the manner in which he shall do the work. The question whether a person was a "workman" depended on, whether the relationship of "employer" and "employee" or "master and servant" subsisted between them. One of the tests of such relationship, was the existence of the right in the employer not merely to direct, what work was to be done, but also to control the manner in which it was to be done. It was further observed, that the nature or extent of such control varied in different industries, and was not capable of precise determination. The correct approach was to consider, without having regard to the nature of the work, whether there was due control and supervision by the employer. It is important to note that the facts found there were, that the Agarias—worked themselves with the members of their family. They were free to engage extra labour on their account. No hours of work were prescribed. No muster roll was maintained, nor were the working hours of the work controlled by the master. There were no rules in regard to leave or holidays. The Agarias were free to go out of the factory after making arrangements for the making of the salt. It was laid-down by the Supreme Court, that in spite of the fact that certain features which were generally to be found in a contract of service were absent, the status of the Agarias was that of "workmen" and not that of "independent contractors", because supervision and control were exercised by the management in regard to the manner in which the work was done.

20. Reference may then be made to the decision of the Supreme Court in 1958 II LLJ 252, *Chintaman Rao V. State of Maharashtra*. It was observed in that decision that there is a well understood distinction between a contractor and workman, and between a contract for service and contract of service. Reference is made to the statement in *Strouds Judicial Dictionary* (Volume I Third Edition page 616).

"Of course every person who makes an agreement with another for the doing of work is a contractor in a general sense; but as used in the Workmen's Compensation Act, 1897 Section IV, "Contractor" and "Workman"

have come to have a more restricted and distinctive meaning. A contractor means one who makes an agreement to carry out certain work specified, but not on a 'contract of service'. A contractor is a person who in the pursuit of an independent business undertakes to do specific jobs of work for other persons, without submitting himself to their control in respect of the details of the work. There is, therefore, a clear distinction between a contractor and a workman. The identifying mark of the latter is that he should be under the control and supervision of the employer in respect of the details of the work." In *Chintaman Rao Desh Mukh V. State Maharashtra* the Supreme Court has laid-down certain tests for determining who is a workman and who is an independent contractor. There the question arose, with reference to the manufacture of bidis. The point for determination was whether certain persons known as Sattedars and those who worked under them were workmen or not. The Sattedars were manufacturing the bidis in their own factories or by entrusting the work to persons at a price which was paid by the factory after delivery and approval. It was held that the Sattedars and the coolies employed by them were not "workers" within the definition of the term in the Factories Act and that no offence, therefore, was established. It was observed that to determine whether a person was a "worker" was to see, whether or not the employer had control and supervision over the manner in which the work was to be done. Because it was found, that the Sattedars were not under the control of the factory management and could manufacture bidis wherever they pleased, the coolies in question were neither employed by the management directly, nor by the management through the Sattedars. A special feature of that case was that none of the workmen under the Sattedars worked in the factory. The bidis could be manufactured anywhere and there was no obligation on the Sattedars to work in the factory of the management. The Sattedars were not even entitled to distribute Tobacco to the workers for making bidis. It was in those circumstances that the Supreme Court held that the Sattedars were independent contractors and the workmen employed by them were not the workmen of the management. It was observed therein, that the concept of employment involves 3 ingredients (1) Employer, (2) Employee and (3) the concept of employment. The employer is one who employs; i.e. one who engages the services of other persons. The employee is one who works for another for hire. The employment is the contract of service between the employer and the employee, whereunder, the employee agrees to serve the employer subject to his control and supervision. It was decided on the facts of that particular case, that there was no contract of service between the factory and the Sattedars, and the coolies who worked for them, and the management could not regulate the manner of discharge of their work.

21. I may then refer to the decision in *Shri Birdhi Chand Sharma V. 1st Class Judge, Nagpur*, 1961 III Supreme Court Reports, 161. The facts

there found were, that the workers in question were manufacturing Bidis. They were to roll the bidis and had to work at the factory. They were not at liberty to work at their houses. Their attendance was noted in the factory. They had to work within the factory hours, though they were not bound to work for the entire period. They could come and go whenever they liked, but if they came after mid-day they were not supplied Tobacco, and thus not allowed to work, even though the factory closed at 7.00 P.M. Further, they could be removed from service, if absent for 8 days. Payment was made at piece rates according to the work done. The Bidis which did not come up to proper standard could be rejected. On the above facts, it was held by the Supreme Court that the persons engaged in the preparation of bidis were workmen under the Factories Act and were not independent contractors. The Supreme Court pointed out, that the nature and extent of control varied in different industries. When the operation was of a simple nature and did not require supervision all the time, control could be exercised at the end of the day, by the method of rejecting bidis which did not come up to the proper standard. Such supervision by the employer was sufficient to make the workers employees of the employer and not independent contractors. The nature of control required to make a person a servant of the master would depend upon the facts of each case.

22. The next case to be noticed is, *Brikusa Yamasa Kashtriya Private Ltd., V. Union of India* (1963 I LLJ 270). Therein the question arose, about the constitutionality of Section 85 of the Factories Act, and how leave was to be calculated under the Factories Act. It was held that it should be calculated in the circumstances explained in the decision in *Birdhi Chand Sharma's* case above referred to.

23. In *State of Kerala V. Patel* (XIX F.J.R. 207), the question arose with reference to the definition of "worker" in Section 2(L) of the Factories Act. It is observed by the Supreme Court at page 210 as follows:—

"The distinction between an independent contractor, and a servant was adverted to. That distinction is well known. An independent contractor is charged with a work and has to produce a particular result, but the manner in which the result is to be achieved is left to him. A servant on the other hand may also be charged with the work and asked to produce a particular result, but is subject to the direction of the master as to the manner in which the result is to be achieved."

It was decided in the above decision, that the "mooppan" or the Works Supervisor in that case was like an independent contractor, because he was the sole judge of the number of persons required to be employed, their hours of work, their remuneration, and the manner in

which they were to execute the work. In those circumstances, it was held that there was no relationship of employer and employee.

24. Next reference may be made to *Shanker Balajee Waze V. State of Maharashtra* (1961 XXI F. J. R. 293). There also the question related to the manufacture of bidis, and particularly the applicability of Sections 79 and 80 of the Factories Act. It was laid-down by the Supreme Court that the facts of this case were distinguishable from the facts in *Birdhi Chand Sharma's* case. It was held by the Supreme Court that the decision in *Birdhi Chand Sharma's* case was based on the following facts:—

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- (1) The alleged workers had to work at the factory.
- (2) Their attendance was noted.
- (3) If they came to the factory after mid-day, they were not given any work and thus lost wages.
- (4) The management had the right to remove them, if they remained absent for a period of 8 days.

It was decided by the Supreme Court in *Shanker Balajee Waze V. State of Maharashtra*, that the management had no control or supervision over the work of Pandurang, the person concerned. It was found therein, that Pandurang the person concerned was free to absent himself and was free to go to the factory at any time and leave it at any time according to his pleasure. The management had no control and supervision over him and could not control his hours of work or his days of work, and could not insist on any minimum quantity of bidis to be turned out per day. The management could not control the time spent by Pandurang on the rolling of bidis or the number of bidis he made. It was further observed, that the work of rolling bidis may be a simple work and may require no particular supervision & direction during the process of manufacturing, but even then there was nothing on record to show that any such direction was given to Pandurang. It was held that Pandurang could turn out as many bidis as he liked, and deliver them to the factory. When he wanted to cease working, during his period of work, the management could not regulate the manner in which he discharged his work. He could take his own time and could roll as many bidis as he liked. The management could only ask Pandurang to roll the bidis but could give no order as to how it was to be done.

25. It is observed as follows at page 299.

“Every worker will have to turn out the work in accordance with the specifications. The control of the management which is a necessary element of the relationship of master and servant, is not directed towards providing or dictating the nature of the article to be produced or the

work to be done, but refers to the other incidents having a bearing on the process of work the person carries out in the execution of the work. The manner of work is to be distinguished from the type of work to be performed. In the present case, the management simply says that the labourer is to produce bidis rolled in a certain form. How the labourer carries out the work is his own concern and is not controlled by the management, which is concerned only with getting bidis rolled in a particular style with the certain contents."

26. In *Bhagband Colliery V. Their Workmen* (1962 XXIII F.J.R. 386), the question arose whether certain Sirdars who recruited labour were workmen. Sometimes the Sirdars used to do the duty of supervision. Sometime these duties were performed by them voluntarily while sometime it was imposed upon them by the management. It was common ground that outside their regular working hours, the Sirdars used to do supervisory work with respect to the labour force supplied by each of them. The objection was taken on behalf of the management, that the Sirdars were not workmen as defined in the Industrial Disputes Act, and they were only contractors, and that whenever was paid to them was merely commission and not wages as defined in the Act. It was held by the Supreme Court as follows at page 389:—

"It is no doubt true that the respondents were not expressly employed as supervisors by the company, but from certain correspondence which has been placed on record, it seems clear, that the company regarded them as their employees, even with respect to the supervisory work."

It was further observed, that the reference would be competent only if the respondents in so far as they were performing supervisory duty over the labour force supplied by them, were workmen as defined in the Act. It was held that the company exercised control over the Sirdars in regard to the work, which they performed in the mines, and that the only reasonable inference that could be drawn from the evidence was that the Sirdars must be regarded as employees of the company.

27. The next case that should be referred to is *Kirloskar Oil Engines V. Hanumant Laxman Bibawe* (1962 XXIII F.J.R. 573). There certain watchmen were doing duty in the company. The question arose, whether they were the workmen of the company. The watchmen were obtained through the Superintendent of Police. It was held that the watchman in question could not be said to be an employee of the company. Reference is therein made to the decision in *Shiv Nandan Sharma V. Punjab National Bank* (1955 F.J.R. 150). The Supreme Court had occasion then to consider the tests which should be employed in determining whether a particular person was an employee of another or not.

It was held that the question would depend upon the facts and circumstances of each case. The following observation occurs at page 578.

"Many factors have a bearing on the result; who is pay master, who can dismiss, how long the alternative service lasts, what machinery is employed, have all to be kept in mind. The expression used in any individual case must always be considered in regard to the subject matter under discussion, but amongst the many tests suggested, I think the most satisfactory by which to ascertain, who is the employer at any particular time is to ask who is entitled to tell the employee the way in which he is to do the work upon which he is engaged."

The Supreme Court held that the last test was not of universal application and could not be held to be satisfactory in all cases. It was decided that the question of the relationship of employer and employee must be determined in the light of relevant facts and circumstances, and it would not be expedient to lay-down any particular test as decisive in the matter. A test which may be important and which may even appear as decisive in one set of circumstances, may not be important or decisive at all, in the circumstances of other cases.

28. The decision of the Supreme Court in *Management of D. C. Dewan Mohindee Sahib & Sons and Secretary United Bidi Workers' Union* (1964 IX Factories and Labour Report page 86) is important. There bidis were being manufactured. Persons who called themselves contractors took leaves and tobacco from the management and employed workers for manufacturing bidis. After the bidis were manufactured, the contractors took them back from the workmen and delivered them to the company. The workmen took the leaves home and cut them there. However, the process of actually rolling by filling the leaves with tobacco took place in what were called contractors factories. The contractors kept no attendance register for the workmen. There was also no condition that they should come and go at fixed hours. Nor were the workmen bound to come for work every day. Sometimes the workmen informed the contractors, if they wanted to be absent, and sometimes they did not. The contractors said that they could take no action if the workmen absented themselves without leave. The payment was made to the workmen at piece rates. After the bidis were delivered to the company, the payment was made therefor. The system was that the company, fixed the price of tobacco and leaves supplied to the contractors, who took them to the place where the work of rolling was done, and gave them to the workmen. Next day the manufactured bidis were taken by the contractors to the company who paid a certain price for the manufactured bidis, after deduction therefrom the cost of tobacco and leaves. The balance was paid to the contractors who in their turn paid to the workmen who rolled the bidis, their wages. Whatever

remained after paying the workmen was to be the contractors commission. On the above facts the Supreme Court held, that there was relationship of employer and employee between the company on the one hand, and the workmen who rolled the bidis on the other. It was observed by the Supreme Court, that it had been found by the Tribunal, that the so called independent contractors were mere agents or branch managers of the company. The so-called independent contractors were indigent persons who were in all respects under the control of the company. This system was evolved to avoid regulation under the Factories Act. The so-called independent contractors, were not independent at all, and were poor persons, who could hardly afford to have factories of their own. The proprietor could supply the raw material at his choice. The contractors had no right to insist on supply of the same. The so-called contractors could not employ more than 9 persons in the so-called factory. The sale of raw material to the so-called independent contractors was a mere camouflage. What happened was, that when the manufactured bidis were delivered to the company, the amount due for the so-called sale of raw material was deducted from the so-called price fixed for the bidis. It was held on the facts of the case, that the so-called contractors were agents or employees of the company, and as such employees or agents employed the workmen to roll bidis on behalf of the company, and the said workers who rolled the bidis were workmen of the company, and the relationship of employer and employees subsisted between the company and the bidi rollers. It was also found in that case, that whenever there was dispute in connection with the manufacture of bidis, the worker looked to the company for redress. The company took the real decision in regard to the increase and decrease in wages. In the above circumstances, the Supreme Court decided that the relationship of master and servant existed between the company on the one hand, and the workers who manufactured the bidis.

29. In the decision in *Orissa Cement Company V. Union of India* (1962 XXII F.J.R. page 134), the distinction between contract labour and direct labour is pointed out. It is observed at page 139 as follows:—

“When the principal employer, engages contract labour, there is no privity of contract between him and the workmen, who actually do the work. It is the contractor who engages them, and pays wages to them. The principal employer has as such no direct relationship with them.”

30. In *Maharaja Bidi Factory V. North Arcot Distt. Bidi Workers' Union* (1939 II LLJ 786), it was held by the High Court Madras, that the relationship of employer and employee existed between the management on the one hand and the workmen who manufactured bidis, because the management gave directions about the type of work to be done; the quantity of raw-material to be used, the hours during which the manufacture

should go on, and also the place where the bidis were to be manufactured. On these facts, it was held by the High Court of Madras that the relationship of master and servant subsisted between the parties.

31. In *Assistant Director of Fisheries V. Muthumeenatchiya* (1939 XXIV F.J.R. 93), the question arose about the relationship that existed between the Assistant Director of Fisheries, and certain divers who dived into the sea to bring up chanks. The fishing for chanks was also seasonal. It was held, that the operation of diving was under the full control of the Department of Fisheries, and the control was such, as was permitted by the exigencies of the industry. The argument, that because there was no obligation to provide work, the relationship of employer and employee did not exist was repelled, on the ground, that in case of seasonal work, the obligation to provide work was not always the test. It is also important to note, that it was laid-down in this case, that piece work job also can bring about the relationship of employer and employee. Emphasis was also laid on the fact that there was individual calculation of wages, and payment of wages to each of the workmen.

32. In *Palaniappa V. Additional I Class Magistrate* (1958 F.J.R. 445), the High Court Madras, held, that on the facts of that case, the relationship of master and servant did not subsist. There was an owner of a Weaving concern. He put up a thatched shed, and therein he installed a certain number of handlooms where towels and bed sheets were manufactured. Some of the residents of the village, most of whom were agriculturists, used to go the shed whenever they had time, and whenever they were inclined to do so. When they went there, they were supplied with yarn. These were woven into bed sheets and towels, and they were paid at certain rates for the articles they made. They went in and came out as they liked. It was also observed, that the weaver could go and work for a competing manufacturer. It was held on such facts, that the supervision and control necessarily implied in the connotation of the word "employed" were absent, and therefore, there was no relationship of employer and employee between the weaver and the person who paid their wages.

33. I may next refer to the decision in *Maharaja Deedi Factory V. North Arcot District Beddi Workers' Union* (1958 II LLJ 736). The dispute there was between certain Beedi workers and their Factory. The mode of work in the factory was as follows:—

The factory was kept open from 7-45 A.M. to 6 P.M. The workers came to the factory during those hours. They took delivery of a specified quantity of raw-materials from the management and rolled them into beedis within the premises of the factory. The beedi leaves were distributed to the workers on the previous day for being taken home. The workers were required to work in the factory premises. The contention of

the management was, that the beedi workers and beedi makers were independent contractors and were not employees. The Madras High Court after referring to the previous decision of the Supreme Court in *Dharan-gadhra Chemical Works* referred to above observed as follows at page 740:—

“Whether or not the test of control and supervision, inclusive of the control over the time of the labourer, is the sole test to apply, that test must be satisfied before the relationship of master and servant is established. The relationship must be established before a person could be said to be “employed” within the meaning of S.2(s) of the Industrial Disputes Act. In applying that test we have to consider what the industry is, what the activity of the labourer is in that industry, and what is the control exercised in relation to that activity by the person for whom that activity is carried on. The duties to be performed may depend so much on special skill or knowledge or they may be clearly identified, or the necessity of the employee acting on his own responsibility may be so evident, that little room for direction or command in detail may exist. But that is not the point. What matters is lawful authority to command so far as there is scope for it. And there must always be some room for it, if only in incidental or collecteral matters.”

Whether there is control or not by the employer should be determined on the factual position and the economic realities in a given case, and also the nature of the control which is possible to be exercised considering the nature of the industry. Therefore, on the ground, that control was being exercised by the management, because they gave directions about the type of beedis to be made, the quantity of raw-material to be used, and about the place and hours of work, it was held that there was relationship of employer and employee.

34. I may also refer in this connection to the decision in *Public prosecutor V. Neelamegam Pillai* (1964 1 LLJ 275). There also a question arose about the existence of relationship of employer and employee. At page 279, it was observed by a single Judge of the Madras High Court, that the persons who were concerned were free to come and go as and when they liked, and the work could be stopped by the manager of the factory on rainy days, or for lack of tobacco, or when stocks accumulated on hand, without any responsibility for payment of any salary to the workers on such days when work was not done. The work was also remunerated only on the quantity turned out by the worker. A worker could finish rolling such number of cigars as would earn him whatever amount he liked, and could leave off work then. He was not compelled to stay at the factory between the specified hours of work and continue to work there during

those hours. The only measure of control or supervision that was exercised by the manager was to see that the quantity of tobacco supplied to the worker was not mis-used and that the product turned out by them was in good condition. It was held that on the facts proved there was only a contract for services, and not a contract of service.

35. This decision of a Single Judge of the Madras High Court is, however, opposed to another decision of a Bench of the same High Court in a recent decision in *United Beedi Workers' Union, Salem, V. S. Ahmed Hus-sain & Sons and others* (1964 I LLJ 285). The question arose whether the persons engaged in the manufacture of beedis were workmen and the previous law on the subject was reviewed. The facts found were, that rolling of beedis was done with the material provided by the intermediaries. There was an agreement between the persons called intermediaries and the management. The latter agreed to furnish tobacco and leaves for getting beedis rolled. The beedi-rolling was to be done in the premises of the intermediaries in respect of which they were bound to take out excise licence. They could employ only nine workers for the purpose of beedi-rolling. The rates for supply of tobacco and leaves were fixed by the management. The intermediaries could not sell the rolled beedis to anybody-else, but had to supply to the management at the rate fixed by them. The rates were fixed so as to leave a slight margin for the intermediaries. The workers employed were paid on piece-rate basis. They could report for work at their convenience. They could not take the materials home and get the beedis rolled at their homes. They had to work only in the premises of the intermediaries. It was held by the High Court that the so-called intermediaries were only branch managers and that the persons employed were workmen qua the management. The mere fact that there was an agreement between the management and the intermediaries did not conclude the question. The intermediaries though described as contractors were really the agents of the management. The management took the real hand in settling all matters relating to the workers. It was laid-down as follows:—

“To ascertain the real relationship between the management and the workers, the *prima facie* test to be applied is to see, whether there was any right in the employer to direct what work was to be done and to control the manner in which such work was to be done. The quantum and nature of the control will depend on the nature of the work. There may be cases in which the work might not require much of supervision. The product of the industry might be such that there will be only one manner of doing it or the organisation of the business might be such that there will be no need for detailed control. Control might exist in different ways. Ingenuity of man might have

put a veil over real control so as to make it appear that there is none. Again the control and supervision might not be direct; it might be through another. What has to be seen in cases where there is no direct control by the management is, whether there is such nexus between it and the ultimate worker, so as to show that the work of the latter is in reality under the control of the former. Absence of an attendance register is not of much significance. The fact that the workers are given the liberty to come and go as they pleased might also be not of much significance as they were paid on the basis of the quantity of work turned out. The fact that the workers employed are poor and the remuneration also is not much, the poverty and the place-rate system provides the sanction, perhaps the most effective sanction, against irregular attendance. Merely because a servant attends to the work at the time of his choice, does not affect the relationship of the employment by his master. There is nothing significant in the worker attending the place of work at his convenience, so long as the employer has no objection to it. It is only if the management have no power to regulate or control the work which the worker had to do, different considerations will arise."

36. In the *Workmen of Subong Tea Estate Vs. Subong Tea Estate* (1964 I LLJ 323), it was observed by the Supreme Court as follows at page 340:—

"It is not disputed that the leave pay as well as the wages from day to day were paid by the vendee to all the employees including the eight retrenched workmen. The work done by the employees was controlled, directed and supervised by the vende." In such circumstances it was held that the relationship of master and servant existed. The important test for deciding the question of relationship of employers and employees, is whether the work done by the workers was controlled, directed and supervised by the management.

In such circumstances it was held that the relationship of master and servant existed. The important test for deciding the question of relationship of employers and employees, is whether the work done by the workers was controlled, directed and supervised by the management.

37. To the same effect are the observations of the Supreme Court in the decision in *Tandur and Navandgi Stone Quarters Ltd., Vs. their workmen* (1964 I LLJ 737). The Supreme Court held, that the concerned persons were the workmen qua the company, and that they were not independent contractors. It was observed that once it was proved, that the

relationship between the company and the workers commenced with their employment, the hours of work, the manner of paying the wages, and the quantity of work exact from the employees itself, were all matters of contract.

38. It has been necessary to set out the various decisions cited above, in detail, because they have a material bearing on the question that arises for consideration on the facts of the present case. Whereas the contention of the union is, that all the tailors working in the several establishments are "workmen", and "employees" of the respective establishments, the contention on behalf of the Association as raised in their petition and communication is, that there is no relationship of employer and employee between the respective establishments and the tailors working for them, and that in these circumstances the reference in respect of this enquiry is unwarranted and that no answer can be given to the various items of reference. It becomes necessary to understand on a consideration of the various decisions set out above, the precise tests that must be applied for reaching a conclusion in respect of the contentions on their side on the evidence led in this case.

39. To satisfy the essential conditions of a person being a "workman" as defined in Section 2(s) under the Industrial Disputes Act, there should be employment of the several tailors by the respective managements, and there should be relationship between the said establishments and the tailors, as existing between an employer and employee, or master and servant. Unless the person is thus "employed," there is no question of his being a workman within the definition of the term as contained in the Industrial Disputes Act. The test to be applied in order to determine the above mentioned relationship, is briefly stated the existence of a right of control in respect of the manner in which the work is to be done by the tailors and over the details of the work. It will be useful to refer to the observations in *Dharangdara Chemical Works Vs. State of Saurashtra*, where in it was laid-down as follows: —

"The principles which emerge from these authorities is, that the prima facie test for the determination of the relationship between the master and servant, is the existence of the right in the master to supervise and control the work by the servant, not only in the matter of directing what work the servant is to do, but also the manner in which he shall do his work or to borrow the words of Lord Uthwatt at page 23 of *Mersey Docks and Harbour Board Vs. Coggins and Griffith Ltd.*, and another (1947 I.A.C. 1), the proper test is whether or not

the hirer had authority to control the manner of execution of the Act in question."

The correct method would be to consider whether having regard to the nature of the work, there was due control and supervision of the employer, in regard to the manner of execution of the work. In this connection, it must be borne in mind that the various decisions establish that the nature of control and directions, will vary according to the nature of the industry, and depend upon the facts and circumstances and exigencies of each case. The important test to be applied is, whether there is control and supervision in respect of details of work as was observed by the Supreme Court in Birdhi Chand Sharma's case. The nature and extent of control varies in different industries. In the case of the Bidi Industry, the control and supervision was not necessary all the time, but could be exercised at the end of the day by rejecting the bidis which did not come up to the standard prescribed.

40. Bearing the above principles in mind, I shall proceed to deal with the evidence that has been led before me in regard to the work done by the tailors. It is necessary to understand precisely the conditions under which the tailors are working in the several establishments and also the particular nature of the work, which they do, and the manner in which they do the work. As many as 87 witnesses have been examined on behalf of the Union. The Association never cared to appear at the enquiry, or participate in it, and none of the witnesses examined on behalf of the union were cross-examined on behalf of the Association. Needless to say there is no evidence on behalf of the Association. It is necessary to set out the evidence that has been produced in this enquiry in some detail, in order to understand the conditions of service of the several tailors working in various establishments. The witnesses who have been examined in this enquiry constitute a cross section of the tailors working in different parts of the city. Some of them are working in establishment which are purely tailoring establishments, whereas some are in commercial establishments, which also deal in cloth, and book orders for making garments.

41. At the outset, I may refer to the evidence of Mr. Ajit Das Gupta, who is President of the Tailoring Mazdoor Union. According to his evidence, he is acquainted with the service conditions of the persons working as tailors. He has visited several establishments in the course of his trade union activities. The tailors are all "workmen" as defined in the Industrial Disputes Act and other enactments, but they are deprived of the benefits available to them under the said Act. There is a large influx of population in Delhi in recent times. The demand for tailored clothes has arisen enormously. The tailors working in this city are about 15,000

in number. There is a special feature about tailoring in Delhi, because the demand in Delhi generally is for "bespoke" orders for dresses. The establishments concerned receive orders from customers for making garments. This is not like Bombay and Calcutta, where there is greater demand for ready made garments. In Delhi, the customers are fastidious about the dress that they wear, and are particular about fit and fashion. Even persons from outside Delhi are anxious to get their suits made in Delhi. Generally the managements of the establishments engage a lot of tailors. Whenever an order is given for making of garments, measurements are taken, which are entered in an order book. The measurements vary from person to person. In every establishment, there are cutters; either they are the proprietors themselves or monthly paid cutters, who are also tailors. The cutters cut the cloth according to measurements. Then the cloth that has been cut is handed over to the tailors for stitching purposes. The tailors do machine stitching as well as hand stitching according to the directions given by the master. Constant ironing of the dresses is necessary, and this is also done by the tailors. The work of the tailors is supervised and controlled every minute, because everything must be according to measurements, and the instructions given by the management. The tailors must follow the directions of the management in every kind of work. If there is any defect in execution of the work, the tailors are fined. The tailors work according to a schedule of working hours. They work on the premises of the establishments only. The managements do not permit the cloth and other articles entrusted to the tailors for working, to be taken home. They must work always only in the premises of the establishments. They must work according to the hours prescribed by the management. They cannot work in their own homes. They cannot come and go as they please. They are always under the control and direction and supervision of the management. Generally a date is fixed for delivery of the dresses. The tailors must finish the work and deliver the garments by the date fixed. Trials are given to customers. The tailors do the kucha stitching and after the approval of the customer final stitching is done. In case any defects are found in the making of the garments the tailors are fined. They must carry out necessary alteration according to the directions of the management. Sometimes, the management get urgent orders. The management asks the tailors to give up the work, which they are doing on hand, and take up other items of work according to urgency. They cannot disobey any order of the employer. The tailors have no option to limit their work. The management direct them to finish a particular piece of work before taking up another. Unless the tailoring work is supervised, directed and controlled at every stage it will not be possible to do any tailoring work. The tailors cannot leave the place, where they are working as they please, without the leave of the management. They cannot go away saying that they have finished

a particular piece of work. In case they have finished the work entrusted to them still they cannot go away. They must wait till the closing time of the establishments and then only go home. They can leave the place of business earlier only with the leave of the management. The tailoring work done is an integral part of the business of the establishment. The work done by the tailors is part and parcel of the business of the establishment, and the concern cannot exist without the tailors and the tailoring work. If there is any damage caused to the cloth or to other material on which the tailors are working, they are responsible therefore and must compensate for the same.

42. The further evidence of the President is that the management take disciplinary action also against the tailors. The tailors are sometime fined by the management and sometime dismissed.

43. It is admitted by Mr. Ajit Dass Gupta, that generally speaking the tailors are getting remuneration according to piece rates. Some of them are no doubt monthly employees, but such instances are few. He has asserted that the several tailors working in the establishments are all "workmen" as defined in the Industrial Disputes Act, and the relationship of master and servant exists between them and the management of the establishments wherein they work. It is denied that the tailors working in these establishments are independent contractors, or are persons who are employed by independent contractors.

44. It will also be profitable to refer to his evidence regarding, the agitation that preceded the setting up of the Enquiry Committee. According to him the working conditions of the tailors are very bad. They wanted to have improvement in their service conditions. The respective managements refused even to hear the tailors in support of their cause. Then they were obliged to approach the concerned authorities. They held demonstrations before Parliament. They made representations to the Prime Minister and other authorities. As they did not get any redress, they resorted to a strike and gave a strike notice. The managements even then did not accede to the demands. On the eve of the peak season in 1963, the strike began and lasted for more than a fortnight. It was a total strike. The witness explains that he went on hunger strike personally in front of the Parliament House. This was the only method of attracting the attention of the Government to the plight of the tailors.

45. In the presence of the Labour Commissioner, the agreement dated 7th December, 1963 (Annexure A) was entered into when he was on hunger strike. A charter of demands was also put forward on behalf of the tailors. The demand of Mr. Ajit Das Gupta is that the several tailors should be treated as "workmen" as they satisfy the definition of that term in the Industrial Disputes Act, that the minimum wages should be raised.

that pay-scales should be introduced, that if there is a system of contract work existing in any establishment, it must be done away with, and that the benefits of social security legislation must be conferred on the tailors. There must be service rules and regulations in every establishment as set out in the statement of claim filed on behalf of the union. If it is necessary to effect any amendment in any legislative enactments, such amendment must be introduced. The managements are guilty of various acts of commission and omission in the matter of observance of the various Acts having a bearing on the business carried on by them. In some cases there were prosecutions and punishments.

46. I shall next refer to the evidence of WW15, Shri Mangal Singh Malra, who is the Secretary of the Delhi Tailoring Mazdoor Union. He worked formerly in Lok Nath & Co., Mohan Sons, Wear Craft, Jainsons, Vadheras, Shalakas, Laffans, Delal, all of Connaught Place, New Delhi. He knows how to make coats and pants. He is also a cutter. He worked on piece rates. Other tailors also worked on piece rates. The sewing machines are supplied by the owners. The working hours are from 9.30 A.M. to 7.30 P.M. The tailors cannot leave their place of work without the permission of the owners. They must apply for permission in writing to absent themselves. The work of the tailors is supervised and controlled and directed by the owner himself. They cannot do any work, except as per the directions and instructions of the owners. They are given instructions even as regards the buttons to be used, number of pockets to be stitched, the cut etc. Urgent work is given now and then. Those leaving for foreign parts insist on urgent work. The tailors have to take up the items of urgent work first, and give up any other work they might be doing just then. All the time of the tailors is at the disposal of the owner. The cutters cut the cloth and mark lines on the material. The tailors have to stitch the garments according to the lines and the directions given. Every stage is supervised and controlled by the owner and the cutter *i.e.* as to the manner in which the dresses are to be stitched. This is so in all the establishments in Connaught Place doing tailoring work. The proprietor supervises and sees how the various types of material are used. Important operations have to be done by hand. The Malik directs which operations should be done by hand, and these necessarily take time. Trials are given to the customers. There are generally three trials, one rough trial and a second trial, and the third trial is the finishing trial. If any alterations are necessary, such alterations are carried out by the tailors as per the owner's directions. Sometimes the tailors work even beyond 8.30 P.M. according to the orders of the owner. They are not given any overtime for such work, but in Connaught Place, the practice is for the tailors to be paid 8 annas for tea. The witness also makes it clear that in Connaught Place area a number of establishments have monthly paid tailors. In Vadhera, Vaish Bros, Mohindra Tailors, there are monthly paid tailors.

In Vadhera's a Coat man is paid Rs. 165 a month and a pant man Rs. 135. In Vaish Bros. a Pant man is on monthly basis on a pay of Rs. 115 or Rs. 120. In Mohindra, a Coat man is paid Rs. 135 and a Pant man Rs. 110 and another Pant man Rs. 90. In M. Ram & Sons, a Coat-man is paid Rs. 140, a Pant-man Rs. 115 and a second Pant-man Rs. 100. The Shalakas a Shirt-man is paid Rs. 125. In Delal, in Connaught Place a Coat-man gets Rs. 145 or so. In Connaught Place Area, if urgent work is done, Rs. 30 extra is charged by the shops, but the workers do not get any extra remuneration. Every stage is supervised and controlled by the owner and cutter *i.e.* as to the manner in which the dresses are to be stitched. This is so in all establishments doing tailoring work in Connaught Place.

47. It may however be pointed out that the evidence of Shri Ajit Das Gupta is hear say and is not based on personal experience. In other words, he is not a tailor. He has admitted that he gathered the necessary information about the manner and nature of tailoring work and the working conditions. The same objection may also be taken about the evidence of Shri Mangal Singh, WW15, because he was once a tailor but is not one now and he is the present secretary of the Union. However, the matter does not rest on the testimony of the above persons alone. As many as 85 other persons have been examined and they all are tailoring in different establishments. Their evidence is based upon personal knowledge and experience and is entitled to weight. In dealing with their evidence it will be convenient to refer to the several establishment according to the area in which they are situate.

48. At the out set I shall refer to the establishments in Connaught Place.

49. The witnesses two to four are working in Kripa Ram Brothers. WW2 is Shri Mulkh Raj who has been working in this firm from November, 1947. He does the work of stitching Pants. The company is also a commercial establishment, and deals in cloth. The show-room of the company is in front, and the tailoring workshop is in the rear. At present about 12 tailors are working. There is a cutter who is paid Rs. 1,000 per month. The cutter cuts the cloth. He distributes the cloth among the tailors. Every stage of the stitching of the dresses is controlled, directed and supervised by the cutter. The proprietor is Shri Ram Lal. He and his two sons occasionally come to the shop. They also come to the workshop and exercise control over the tailors. They give directions as to the manner in which the work is to be done. If any urgent work has got to be done, the proprietor and the cutter ask the tailors to take up that work first, and leave aside the work on hand and they have no option except to do that work. The working hours are from 9.30-A.M. to 7.30 P.M.

During these working hours, the tailors must be in the workshop. There is lunch interval of 1½ hours. The tailors must attend the workshop punctually at 9.30 A.M. and leave only after 7.30 P.M. They cannot bring any outsider into the workshop. They cannot absent themselves without leave. If any tailors absent themselves without leave or permission, then the management punishes them. This is so even if they fall ill. There was formerly an attendance register but now there is none. There is another employee who is paid Rs. 120 per month. The tailors cannot come and go as they please. A trial is given and if there is any alteration necessary they must carry out the directions of the management in the matter of alterations. WW2 states that even if he has no work to do he must be in the workshop during working hours, even though he might be sitting idle. The tailors are not permitted to take the work home. The Sewing machines, the electric iron, and the other materials are all supplied by the management. WW3 is Shri Zaheer Ahmad, who is a Shirt-man in Kripa Ram Brothers and he is working there from about 9 years. He is paid Rs. 120 per month. Other tailors who work in the shop are piece-rated workers. These piece-rate workers also must conform to working hours, and they must do whatever work is asked to be done by the management, otherwise they are sent away. They cannot absent themselves without leave. They cannot depart from the instructions given to them about the manner in which they should do the work. There is supervision and control at every stage by the cutter and by the proprietor. Ashgar, WW4, is a coat-man in Kripa Ram. He stitches coats on piece rate basis. He is working in the workshop. The working hours are from 9.30 A.M. to 7.30 P.M. He and the other tailors work even after 7.30 P.M. but no overtime is given. The cutter as well as the proprietor and his son control and supervise the work done by him and the other tailors and they give directions and instructions as to the manner in which work is to be done, at every stage.

Edde Tailors

50. WW5 is Shri Mustaq Ahmed. He is working in this company from about 3 years. The cutter in this company is paid Rs. 600. This is what he heard. The proprietor is Shri Ram Parkash. He and his brother, supervise the work, of the tailors working in the company. Both the brothers come to the workshop and supervise the work. According to this witness, the cutter takes measurements. The cutter cuts the cloth, and distributes it, among the tailors. The proprietor and the cutter direct the tailors as to the manner in which the sewing of garments should be done. The working hours are from 9.30 A.M. to 7.30 P.M. The tailors cannot leave the workshop before 7.30 P.M., even though there is no work for them. They must obtain leave if they want to absent themselves, otherwise they are liable to punishment. Sometimes the piece-rated tailors work

even after 7.30 upto 11 P.M. or 12 Mid-night but no overtime wages are paid. Only something is given for tiffin. The wages are paid by taking their signatures on vouchers. No outsider can be brought to the workshop. The tailors cannot come and go as they please. They must observed the scheduled hours. There are about 30,000 tailors in Delhi.

Laffans.

51. WW6, Abdul Hafeez Baig is a coat-man in Laffans. He has deposed, that there are 14 tailors working in the company. They all work on piece-rate basis. There is a cutter Mr. Lord, who, he hears is paid Rs. 900. This company has got another establishment in Bombay. The witness was formerly working there. He was transferred to Delhi in 1955. He proves that the cutter and the proprietor supervise, direct and control the manner in which the work is to be done by the tailors. The cutter supervises every stage of the stitching to see that the garments are properly stitched. He must give up the work which he is doing, if he is asked by the proprietor and cutter to do urgent work. All the materials are given by the management. He must give a fixed quota. If not he is served with a charge-sheet. If a tailor overstays the leave granted to him even by a day he is turned out. The company charges extra for urgent orders, but the tailors do not get anything extra for having urgent work. None of the tailors can take the materials home. All the machines are supplied by the management.

S. C. Sharma & Co.

52. The evidence that has been given by the tailors working in this firm establishes, that the tailors are working in two workshops. One is situated adjacent to the Show-room in Connaught Place. The other workshop is in Paharganj. WW31, 32, 33 and 35 are working in the Paharganj tailoring establishment, whereas WW34, 36 and 37 are doing work in the Connaught Place establishment. WW31, Shri Jaleel Ahmad says, that there are about 12 men working in the Paharganj establishment. But during the season the number of tailors who work increases. The working hours are 9.30 A.M. to 7.30 P.M., with an hours interval. There is an incharge by name Harbans Lal. The dresses are ordered in S. C. Sharma and company in Connaught Place. The cutters of S. C. Sharma cut the cloth. The said material is sent to Paharganj workshop for stitching. Shri Harbans Lal appointed by S. C. Sharma and company looks after the Paharganj workshop. The cutters and S. C. Sharma come to the Paharganj workshop, and supervise and control and direct their work, and the manner in which it should be done. One of the cutters is Shri Abdul Quarishi. The cutter and the proprietor exercise supervision. The tailors do machine stitching, or hand sewing, according to the directions of the proprietor and the cutter. Only the work of S. C. Sharma is done in the Paharganj workshop. No-one-else's work can be done in the workshop. The tailors

working there cannot do any outsider's work. They cannot take the work home. They must be present in the workshop during scheduled hours, and if they want to absent themselves they must obtain leave. The dresses after "katcha slai" are taken to S. C. Sharma and company, and there the trial is given. The tailors concerned must be present at the time. If any alterations are necessary they must be carried out according to the instructions of the cutter and the proprietor. If alterations are made after final stitching, some extra wages are given. Leave must be taken even if the tailors want to absent themselves only for an hour. The final account is settled on the 5th of the month. The witness says that in a month he may get Rs. 175 to Rs. 200. Sometimes he gets less than Rs. 50 per week. If the tailors do not obtain leave of absence they are likely to be sent away. Every garment stitched in the Paharganj workshop is stitched with the label of S. C. Sharma. All the materials for dresses are supplied by S. C. Sharma. The witness WW33 Shri Mohammad Yamin, says, he also works in the Paharganj workshop of S. C. Sharma, and it is S. C. Sharma who pays the rent for that workshop. Both S. C. Sharma and the cutter of S. C. Sharma come to Paharganj and distribute the dresses amongst the tailors, and give them instructions as to the manner in which they should do the work. Control and supervision are exercised by them constantly, especially in regard to the manner in which the tailors should do the work. All the work done in Paharganj workshop is that of S. C. Sharma & Co., The proprietor and the cutters come every day to the workshop and control, direct and supervise the work. The work that done by the tailors is noted by Shri Harbans Lal, who is an employee of the company. The tailors are paid at the premises of the company by the cashier of S. C. Sharma. Even though the tailors are obliged to work sometimes even after 7.30 P.M., through out the night, they are paid only Rupee 1 for tiffin. The trial is given at the show-room in Connaught Place, and the tailors have to carry out the alterations in the manner directed. In case the tailors absent themselves without leave they are dismissed. Disciplinary action is taken by S. C. Sharma against the tailors. All the materials and the machines are supplied by S. C. Sharma. WW35 is Shri Rahimullah, who is also working in the Paharganj workshop of the company. He says that Shri Harbans Lal is a monthly employee of the company, placed in charge of the tailoring workshop. The cutters in the company are Mittal and Quarashi. These cutters and the proprietor S. C. Sharma come to the Paharganj workshop with various materials including the pieces of cloth which have been cut. The cut pieces are marked with chalk lines. The sewing must be done by the several tailors according to the chalk marks, and according to the instructions of the cutter and the malik. The tailors cannot depart from their instructions. The cutters and the Malik always control, supervise and direct the manner in which they should do the work. This witness worked formerly prior to closure in S. C. Sharma's, for 12 years. Again after it re-opened he joined it and he is working in it now

from the last 3 years. In the workshop there are six machines which belong to the company. Formerly this witness was working in the workshop of S. C. Sharma in the up-stairs over the show-room, but now he is working in the Paharganj workshop. No attendance cards are given. No attendance register is maintained. The tailors cannot come and go as they please. They cannot take any of the work home. If the tailors want to absent themselves they can do so only after two days advance intimation is given by an application in writing. Leave is granted only by the proprietor at Connaught Place. The proprietor S. C. Sharma appoints the tailors and he dismisses them. No-one-else does so. The payment of wages is made on the 16th, but the final payments are made on the 5th of the month. No outsider orders can be executed by the tailors inside the workshop, and no outsiders can be brought into the workshop.

53. WW32 Shri Abdul Wahid is a coat-man, who is working in the workshop in the up-stairs, close to the show-room and shop of Shri S. C. Sharma. He has been working from the last 2½ years. There are about 15 men working in the shop now. There are two cutters, Shri Mithal and Shri Abdul Rahman Quarashi. Shri Mithal is paid Rs. 500/-. He does not know what Shri Abdul Rahman gets, but he heard that he is paid Rs. 350/-. Shri S. C. Sharma is himself a good cutter but he does not do any cutting work. The company has got another workshop in Paharganj, and the in-charge of that is Shri Harbans Lal. In his company, more hand-sewing is done. The Working hours are from 9.30 A.M. to 7.30 P.M. No tailors can leave during these hours even for an hour without the proprietor's prior permission. Leave of absence can be taken only on intimation being given four days in advance. The proprietor always checks and controls all the work of the tailors and directs the manner in which it is to be done. He also goes to the Paharganj workshop and supervise the work there. After trial is given in the show-room, alterations are to be carried out by the tailors according to the instructions of the proprietor, but no extra charge is paid. The witness states, that he earns about Rs. 20/- to Rs. 40/- per week. In a month he may get from Rs. 120/- to Rs. 140/-. There is a payment register in which signature is taken of the tailors whenever the cashier pays the money. The clothes must be ironed as and when the stitching goes on, and if any damage is caused, the tailors are responsible. WW34, Shri Aziz Ahmad is also working in the workshop over the show-room from the last about 3 years. There are two cutters in his company on a monthly salary basis. The stitching is done according to the marks laid down by the cutter and the proprietor, who control and supervise the work of the tailors every minute. They cannot depart from their instructions. Formerly there was an attendance register but after the lock-out it was discontinued. There is a man who does ironing work and he is on a monthly basis. The scheduled working hours are from 9.30 A.M. to 7.30 P. M., and no tailor can come and go as he pleases and none

of them can take the work home. If there is enough work, about Rs.50/- per week may be earned. In the peak season, the witness says that he may get Rs. 250/- per month. If there is urgent work, the tailors must obey the order of the proprietor and do it, sitting up after the scheduled hours, but the proprietor does not give them anything extra. WW36 is Shri Idris and WW37 Shri Siraj Ahmed who both work in the workshop upstairs close to the show-room in Connaught Place. Whereas Idris stitches both Coats and Pants, Shri Siraj Ahmad is only a Paint-man. These two witnesses have also stated that the work of all the tailors is controlled and directed by the cutter, and the proprietor Shri S. C. Sharma. The latter's son Shri Ramjee also looks after the tailor's work. WW36 says that he is working in the establishment for the last two years. All the tailors must work as per schedule hours, and cannot come and go as they please, and they must obtain leave for their absence. If there is urgent work the tailors must do it in preference to any other work they have with them. All the measurements as per orders are taken only in the show-room. It is the proprietor who appoints the tailors and dismisses them. If any of the tailors is obliged to work in the nights, no overtime wages are paid but -/8/- annas is given for tiffin. The witness has deposed that no outside work can be brought into the workshop and that no outsider can be brought in. The witness further says, that ready-made garments are also sold by the company. The company also carries a stock of clothes which are sold in the shop. His company also makes Dinner Suits. The tailors are made responsible if there are defects in their work. They remove the defects as per directions of the proprietor. They must deliver the garments on a particular day. If the garments are not delivered on the proper date, the tailors are proceeded against for delay. The evidence also is that the shop of Messrs S. C. Sharma cannot run its business without the work done by the tailors.

Mohan Lal and Sons

54. WW38 and WW39 speak to the work carried on in Messrs Mohan Lal and Sons. Whereas WW38, Shri Sher Singh is a Pant-man, WW39 Shri Ali Ahmed is a Coatman. Their evidence shows that the back-side of the show-room is the workshop. There is a Gallery and part of the tailoring work is carried on, on that gallery. There is a cutter in the company, Shri Krishan Lal who gets a monthly salary of Rs. 425/-. The owner is Shri Mohan Lal. He and his son come to the workshop and supervise, control and direct the manner in which the tailors' work is to be done. The proprietor does not do any cutting work. When a trial is given, the tailor concerned is present, and he is given directions as to any alterations which may have to be carried out. There is no attendance register maintained in the establishment. The working hours are 9.30 a.m. to 7.30 p.m. The company carries a lot of stock of cloth. The

customer is charged extra for urgent work but the tailor is not paid anything. They must work day and night to finish the work. If they do the work at night no over-time wages or extra payment is made, but Rupee 1/- is given for tiffin. None of the tailors can take the work home, nor can they take any outside work, nor can they admit outsiders to help them in their work. According to the evidence, they cannot absent themselves without leave. Both the tailors say, that they were formerly working in S. C. Sharma and company. They were sent away from there, and they joined Messrs Mohan Lal and Sons. There is no leave or attendance register maintained in the company. The evidence of WW39 is that mostly the tailors do hand-stitching. Delivery of the garments must be given by the prescribed date.

55. Jain Sons

WW40, 41 and 42, are the persons examined in connection with this company. WW40, Shri Mohammed Yasin is a Coat-man, and he deposes that about 14 persons are working there in the workshop. During the peak season the number of tailor working increases to 18 or 20. The workshop is up-stairs in the rear of the shop. This witness is working in Messrs Jain Sons from the last 14 years. Ready-made dresses are also sold in this shop. This witness says, that he and three others are monthly employees of the firm from the 15th of January. He is now being paid Rs. 140/- per month. The others are paid Rs. 135/- to Rs. 125/-. Their working hours are from 9.30 a.m. to 7.30 p.m. All the tailors must work during these hours, and they cannot leave earlier except by permission. Even if there is no work they cannot leave before 7.30 p.m. If they want to leave earlier they must take the permission of the proprietor. The proprietor and his son control and supervise their work. The work must be done according to their instructions and those of the cutter. The attendance of the four monthly employees is noted in the attendance register but the other tailors have no attendance register. The other monthly employees are Sohan Lal, Roshan Chand and Mohammed Sadiq. WW40 says, that when he and the others asked the management for increments, the reply was given that they must look to their union for increments. The evidence of WW41, Shri Sohan Lal is, that the proprietors of this company are Sher Singh Jain and Trilok Singh Jain. The cutter is Shri Muni Lal who is being paid Rs. 500/- per month. In the season the witness may get about Rs. 40/- per week. WW42, Shri Abdul Samad states that he was formerly in Messrs S. C. Sharma and Company. All the witnesses have deposed that supervision, control and direction are exercised by the cutter and the Proprietor in the matter of execution of the orders and in the matter of stitching the dresses. No tailor can absent himself without leave. No work can be taken home. No outside work

can be done in the workshop. No outsider can be admitted into the workshop. If the tailors cause any damage to the clothes, while ironing, they are debited with the loss.

Messrs Cheap Jainy

56. WW45 and 46 are Sarvashri Mohammad Suleman and Ram Lal, who are working in "Cheap Jainy", belonging to Shri Jagdish Sharma in Connaught Place. Where as WW45 is a Coat-man, the other is a Pant-man. About 16 persons are now working in this company. The workshop is on the back-side of Kriparam Bros. The proprietor of the company, Shri Jagdish is a cutter. He has an assistant cutter by name Shri Rajindra Pershad, drawing Rs. 250/- per month. This company also carries stock of cloth. The work of all the tailors is controlled always by the proprietor. He always supervises their work. He directs the tailors as to the manner in which the work is to be carried out. The tailors cannot come and go as they please. They must work from 9.30 a.m. to 7.30 p.m. They have to work even after 7.30 p.m. at times without overtime wages. They have to remain till 7.30 p.m. even though they have no work. They cannot absent themselves from work without permission. The proprietor as well as the cutter and the assistant cutter, supervise their work. The cutters cut the clothes, and distribute them amongst the tailors, with precise directions as to how they should stitch and make the dresses. If any urgent work is got to be done, the proprietor directs them to leave the work on hand and take up the urgent work. They must do the urgent work, according to the order of the proprietor. There is no attendance register in the shop. Two trials are given by the proprietor, for woollen dresses. The proprietor takes the trial. The tailor concerned must be present then. The proprietor instructs the tailor concerned as to how the dress is to be finished, and if any alterations are to be made, he directs the manner in which the tailor has to carry them out. If after finish, the work is found defective, the tailor is mulcted with the loss. He is also liable for any loss caused in the ironing of the cloth. The evidence of WW46 is that at the time of alterations, -/4/- annas is paid extra. Sometimes an advance is given of Rs. 10/- to Rs. 25/- in a week. There are four machines which belong to the proprietor.

Loknath & Company

57. WW56 and WW57 are the tailors, who have been examined in connection with this company. WW56, Shri Khaleel Ahmed is a Coat-man and WW57 Shri Bhagat Darshan is a Pant-man. Their evidence is, that the cutter, Shri Ashkar Ali is paid Rs. 350/-, and another cutter is Shri Ashraf. The cutters cut the cloth and mark lines. The tailors stitch the cloth in the manner directed by the cutters. Two trials are given and

alterations are made as per instructions. The cutters give detailed instructions as to the manner in which the work should be done, and they control, supervise and direct the work all the time. If there are any defects in the work, it must be re-done according to the directions of the cutters. The working hours are from 9.30 a.m. to 7.30 p.m. They have to remain in the workshop even if they have no work. If they want to go out even for a few minutes, they must take leave. No tailors can come and go as they please. They cannot take the work home. They cannot bring in outside work nor outsiders to help them in their work. The tailors are all paid individually once in a month on the 7th. No advance payment is made. There is no attendance register. The evidence also shows, that some of the tailors were removed by the proprietor, because they absented themselves without leave. The company also makes ready-made garments and sells them. Most of the stitching is done by hand. Even though they are obliged to work at night, even after 7.30 p.m., they do not get anything extra but only -/12/- annas for tea.

Raghumall & Sons

58. WW59, Shri Harbans Lal has been examined for the tailors working in the company. According to him, Shri Gurbux Singh is the cutter. The proprietor Shri Harnarain, and the cutter Shri Gurbux Singh, supervise all the tailoring work. This witness gets a monthly salary of Rs. 125/-. There are three others who are working on a salary basis. All the tailors do the work according to the manner in which they are directed to do the work. This company stitches also girls uniforms. The working hours are from 9.30 a.m. to 6.30 p.m. Service cards are given to the tailors. No tailor can absent himself without leave on pain of being sent out of service.

Master Krishna Rao

59. The evidence of WW63 and WW64 is, in respect of the above mentioned firm. WW63, Shri Safir Beg is a Coat-man and WW64 Mohammad Sabbir is a Pant-man. This company does only tailoring work exclusively. WW63 has deposed that he has been working in this company from the last 15 years. WW64 was formerly working in Raghumall & Company and then in S. C. Sharma and company. He is working in the present firm for the last 4 years. Both the witnesses have deposed that the proprietor Shri Krishna Rao is also a good cutter. He engages all the tailors working in the establishment. He discharges them. The cutter cuts the cloth, and draws lines on the cloth, and then the dresses are stitched in the manner in which he directs. All the tailors are under his control, supervision and direction and if he asks them to do any particular work they must take up that work in preference to any other work. None of the tailors can come and go as he pleases. The working hours are from 9.30 a.m. to 7.30 p.m. The tailors must be present

through out the working hours, and they must obtain leave of absence. Sometimes they work after 7.30 P.M. upto mid-night, but are paid only Rupee 1/- extra for tea. They must work only on the premises, and they cannot bring in any outside work or any outsiders. The master pays wages to each of the tailors individually. They are all paid generally by the 15th of the month. Tickets are given to the tailors. There are no attendance cards. There are in all, five or six machines and all belong to the proprietor. The evidence of WW64 is that in the whole year the average income of a tailor is Rs. 3/- per day.

A. Narayan Tailors

60. The evidence of WW74 and WW75 is in respect of this firm. WW74, Shri Sahir Uddin is the Coat-man and WW75 Shri Sahir Ahmad is the Pant-man. The proprietor is A. Narayan. There are 15 men working in the establishment now. In the season about 20 or 22 men work. All the tailors are employed by the proprietor, and he removes them from service. The proprietor is himself a cutter. The evidence shows that the proprietor cuts the cloth, and places marks on the cut pieces. The tailors then stitch the garments according to the manner in which the proprietor asks them to do the work. The work of all the tailors is supervised, controlled and directed by the proprietor himself. They must attend according to the working hours which are from 9.30 A.M. to 7.30 P.M. They cannot come and go as they please. They must observe the working hours. They must remain through out the working hours in the workshop even if they have no work. The tailors cannot absent themselves without leave. In default of not obtaining leave, they are removed from service. If there are any defects in stitching, the proprietor takes action against them. They are liable for damages if they cause damage. No outside work can be done in the workshop. No outsider can be brought to the workshop to help them in their work. There are no monthly paid employees in this establishment. There are six machines which, belong to the proprietor. The tailors cannot come and go as they please, and they cannot take any work home. The tailors must stitch the dresses in the manner in which the proprietor directs them. Each of the tailors is paid his wages individually. The proprietor gives the trial, and the tailor concerned must be present then. If any alterations are to be carried out, the proprietor directs them to carry them out and rectify the defects in the manner indicated.

Messrs Wearcraft.

61. WW76 Murshid Mia and WW77 Sohan Lal have been examined in connection with this firm. WW76 is a Coat-man and Shri Sohan Lal WW77 is a Pant-man. The evidence of these witnesses shows that the proprietor of the firm is Lala Sita Ram. He is not a cutter. He has a

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cutter Bashir Ahmed by name. This company does also the business of drapers, and sells cloth. The cutter is a monthly paid employee. The cutter cuts the cloth, marks lines on the cloth, and then the tailors stitch the dresses according to directions and in the manner in which they are asked. All the tailors are appointed by the proprietor, and he removes them from service. The proprietor also exercises disciplinary action against them, by punishing them. The work of all the tailors is supervised and controlled and directed at every stage, by the cutter, and the proprietor personally. None of the tailors can take the work home. The working hours are from 9.30 A.M. to 7.30 P.M., without any lunch interval. They cannot absent themselves from work without leave. There is delivery date fixed for delivery of work. The tailors have to do the ironing work also. They cannot bring in any outsider to help them in their work. They cannot do any work except that of the proprietor in the workshop. Payment is made once in a week individually to each of the tailors. Trials are given by the proprietor and the tailors concerned must be present then and they must do any alterations necessary as per instructions of the proprietor. The evidence of WW76 is that in Connaught Place tailoring work, there is "katcha salai" and then final "salai". The work of all the tailors is supervised at every stage by the proprietor. WW76 has deposed that he may earn about Rs. 300/- a month in the peak season. The evidence of WW77 shows that the tailors are all paid every week, and payments are made by a voucher. If any tailor absents himself without leave he is sent away. This witness has been working in this company from the last three years. Shri Sohan Lal has explained that, for absenting himself today to give evidence in this enquiry, he had to take leave from the proprietor. If no leave of absence is taken then the tailors are dismissed.

Messrs Devi Chand.

62. So far as this company is concerned, Fazil Ahmed, WW78, who is a coatman and also a pant-man has been examined. According to him, this company does not only tailoring work but also sells cloth. The proprietors are Shri Devi Chand's Sons. The cutter Shri Hari is paid Rs. 200/- per month. At present 6 tailors are working, but in the season about 10 men will work. The cutter cuts the cloth, marks lines on the pieces and the cut pieces are given to the tailors for stitching. The proprietors and the cutter supervise and control the work done by the tailors at every stage. The tailors must do the work only in the manner directed by them. The working hours are from 9.30 A.M. to 7.30 P.M. and the tailors must be present throughout this period at their place of work, and cannot leave the same, unless permitted to do so by the proprietors. They must remain there, even if they have no work to do. Sometimes the tailors go without work for days and they do not get any wages. Two trials are given in this company, namely, one rough and other final. The

alterations if any, must be carried out according to the instructions of the proprietor and cutter. Each tailor is paid wages individually by the proprietor, according to the work done. Sometimes, the proprietor fines the tailors arbitrarily, for even small mistakes. If there is any defect in the tailoring, the tailors are fined. It is explained in the evidence, that this company does the work of stitching woolen uniforms for Saint Columbus School. They also do pilot caps. For each cap, each tailor is paid Rs. 4/8/- but the company gets Rs. 22/8/-, and the material used is not worth more than Rs. 5/-.

Soni Tailors.

63. With regard to this concern we have the evidence of WW79, Mushtaq Ahmed, a coatman and WW80 Shri Mohan Lal, who is a pantman. This company also deals in the business of drapers in addition to doing tailoring work. At present 14 men are working in the company. In the season about 20 or 21 men may be working. The evidence of the witnesses is that the proprietor Shri Raghbir Singh Soni appoints all the tailors working in the company. He is a cutter himself. He cuts the cloth, and distributes this among the tailors, for the purpose of being stitched into garments. The work of the tailors is controlled and supervised by the proprietor himself throughout, and dresses must be stitched in the manner in which the proprietor directs them to stitch. The working hours are from 9.30 A.M. to 7.30 P.M. The tailors must strictly adhere to these working hours, and they cannot come and go as they please. If they want to be absent for a minute, they must take leave from the proprietor. They must be on the premises throughout this period, even if they have no work to do. If there are any defects in the stitching, the tailors are fined. If the cloth is damaged while ironing, or by any other means, the tailors must bear the loss occasioned thereby. No out-siders can be brought into the workshop. If they do not take leave for absenting themselves, they are dismissed from service. If the tailors do not work properly, they are punished by the proprietor. The payment is made weekly to each individual tailor by the owner on voucher. No attendance register or payment register is maintained. If they are obliged to work in the night even after 7-30 P.M. they are not paid anything extra, except Rupee 1/- for tea. This company gives 3 trials. All the alterations must be carried out in the manner directed, but nothing extra is paid for carrying out alterations, after final trial.

Messrs K. L. Rampal & Company.

64. WW83 Shri Bashir Ahmed is a coatman in the above firm which also does the business of drapers. The owner of the company is Shri Ram Pal. He appointed WW83, WW84 and other tailors. He dismisses the tailors. He is a cutter, but he has employed another cutter Shri Prem

Parkash, who is paid Rs. 600/- per month. WW84 Mushtaq Ahmed is pant-man in the company. He was appointed by Shri Ram Pal. Both the witnesses have deposed, that there are at present 9 tailors working. In the season the number will go up to 15. The evidence of these persons is, that they must conform to the scheduled hours, i.e. from 9.30 A.M. to 7.30 P.M. They cannot go and come as they please. They must report for duty at 9.30 A.M. and stay on the premises throughout the working hours till 7.30 P.M. If they want to absent themselves, they must obtain leave from the proprietor. Their evidence further is, that the cutter cuts the cloth and then the tailors sew the garments in the manner directed by the cutter and the owner. Supervision and control are exercised at every stage of the sewing. They cannot take any work home, and they must do all the work of the company only in the workshop. They do the ironing work also. If any portion of the cloth is burnt while ironing, or if any mistake or defects are found in the making of the dresses, the tailors are punished. The payments are made once a month on voucher. Two trials are given by the company, and the tailor concerned must be present when the trials are given. First rough trial is given, then marks are made on the cloth again and then the tailors stitch and finish the dresses according to the directions given by the owner and cutter. Even after final trial, the tailor must carry out any alterations as directed by the owner and cutter. The evidence of WW84 Ishtaq Ahmed is, that if any of the tailors is late, he is fined. If no leave of absence is taken, the tailors are sent away and not entertained again. Shri Ram Pal, is also a cutter and he takes trials. He marks the cloth after "Katcha Salai", and then stitching is done as per his directions.

Messrs Bakshi Bros.

65. WW85 Maqsd is a coatman of the above company, the owner of which is Shri R. K. Bakshi. He appointed the witness, and also the other tailors in the concern. There are 10 men working now at present. This company not only does tailoring work, but also sells cloth and does the business of drapers. The proprietor is the cutter himself. The cloth to be tailored is cut by the cutter, namely, the proprietor, and he makes marks on the cloth. Then he directs the stitching of the garments in the manner in which he directs them to do. The tailors cannot depart from his instructions. He controls and supervises the manner in which the work is to be done. The tailors cannot come and go as they please, but must observe the working hours. The tailors cannot leave the premises, even if they are sitting idle, and have no work in hand, otherwise they are punished. They are not paid anything then. All the work must be done on the premises and no work can be taken home. If any of the tailors absents himself without leave, he is sent home. All the tailors must obey orders of the proprietor. The tailors are liable for damages, if they cause

any damage to the material, which they are stitching. The proprietor gives trials after 'katcha Salai' and he directs how the final stitching is to be done. If there are any mistakes in the stitching, they must be rectified by the tailors. All the tailors are paid once in a week individually on the basis of the finished work. They are made to sign in token of payment in a register. But there is no attendance register. WW86, Nasir Ahmed has given similar evidence. This witness has explained that sometimes they work throughout the night, but are not paid anything extra. They are paid only Annas -/8/- for tea. The tailors must do whatever work the master gives them. They cannot refuse to do the work. Two trials for pants are given. He stitches the pants according to the marks given by the proprietor.

66. The above is the evidence in respect of the conditions of service of the tailors working in several establishments in Connaught Place.

67. Nextly, I shall deal with the evidence that has been adduced in connection with certain firms doing business in Janpath

Messrs Tilak Sons.

68. The witnesses No. 67 and 68 have given evidence in regard to the work done in this company. WW67, Hari Ram has deposed that at present 6 men are working in this company. This company does the business of both drapers and tailors. The workshop and showroom are separate. The owner of the company, who is Tilak Raj, is the cutter himself. All the tailors were employed by Tilak Raj. He dismisses the workers. He gives directions regarding the making of dresses. He cuts the cloth, and marks lines and gives cloth for stitching to the tailors, who then stitch according to the manner in which the proprietor asks them to do the work. This company does not stitch any cotton suits. The working hours in this company are 9.30 A.M. to 7.30 P.M. All the tailors must be present throughout the hours of work, and cannot absent themselves. If they want to absent themselves, they must obtain leave. If they absent themselves without leave, they are dismissed. Two trials are given, and the tailors must be present at that time. The alterations must be done according to the manner in which they are directed by the proprietor. Any urgent work that may be given by the proprietor must be done in preference to the work which the tailor may be doing at the moment. The payment is made on the 7th of the month, and signatures are taken of the tailors individually in a book. Each man's account is kept separately. The tailors are controlled and supervised by the proprietor while doing the work of tailoring. None of the work can be taken home for stitching. However, if the proprietor asks the tailors to take urgent work home, then they take it home and do it there. According to the evidence of WW68, on

Saturday the tailors are paid advance of Rs. 20/-. The final adjustment is made on the 7th of the month when each tailor is paid individually.

Messrs Gupta Bros.

69. WW69 Rattan Singh has given evidence in respect of the above firm. He is a coat-man and a pant-man doing service in this firm for the last 10 years. At present 7 or 8 men are working, but in the season the number of tailors may increase to 12. This company also sells cloth. The show-room is down stairs. The tailoring work is done up-stairs in a Wooden shed. All the tailors are appointed by the proprietors, who also dismiss them. Shri Ram Singh Gupta and Ramesh Gupta are the proprietors. They are both cutters. They cut cloth, draw lines, cut the pieces, and then give them to the tailors for stitching garments. They control and supervise and direct the making of the garments in the manner in which the work should be done. All the tailors must work throughout the working period from 9.30 A.M. to 7.30 P.M. Sometimes the tailors work even after 7.30 P.M., but no extra payment is made. All the tailors must be present in the workshop throughout the working hours, even if there is no work for them to do. If any urgent work is to be done, the master will ask them to do it, and the tailor must do it, leaving the work on hand. Even if the tailors are late in attending the workshop by a few minutes, they are fined.

Messrs Luxmi Store.

70. WW81 and 82 are the two witnesses, who have been examined in connection with this firm. WW81 Shri Mohd. Yusuf deposes, that he is a coatman and about 8 men are working in this company. In season the number may increase to 12 or 15. The proprietor appointed all the tailors. He appoints them and removes them. The proprietor is Lajja Ram Kapur. There is a separate cutter by name Sat Pal, who is paid about Rs. 275/- per month. There is a pant-man, who is also paid monthly and he is Madar Ali, who is paid Rs. 125/- per month. The other tailors are working according to piece rates. The evidence of the witnesses is, that the cutter cuts the cloth and distributes the work among the tailors. He and the proprietor direct the tailors as to the manner in which they have to work. They supervise the work of the tailors at every stage, and the tailors must obey all their orders at all times. The working hours are from 9.30 A.M. to 7.30 P.M. They cannot come and go as they please. Sometimes they work the whole night, but they are not paid anything extra, and they get only Rupee 1/- for tea. They cannot do any outside work. Even if there is no work to do, they must remain on the premises till 7.30 P.M. in the night. When the customer is given the trial, the tailor must be present. If after finishing the garments any alteration is required, the tailors must carry out the same. If there are any defects in their work,

the proprietor fines them and also makes them liable for damages. WW82 is Ishwar Dass, who deposes that the cutter Sat Pal is paid Rs. 230/- per month and not Rs. 275/- as stated by the previous witness. He has given evidence that except Zahir Ahmed, all the other tailors are piece rated tailors. The working hours are 9.30 A.M. to 7.30 P.M. and all the tailors must be present throughout the period of these working hours. The owner controls and supervises the work done by the tailors. The tailors must do the work in the manner in which they are asked to do it. While working beyond 7.30 P.M. the tailors do not get any overtime, but only get Rupee 1/- for tea. The tailors are punished for defects. None of the tailors can take work home. No attendance register or payment register is maintained.

71. I shall next deal with the establishments in Karol Bagh.

Messrs New Oriental.

72. WW12 is Shri Pritam Singh working in New Oriental Tailors, Ajmal Khan Road, Karol Bagh. He is a coat-man. The working hours in this firm are from 9.30 A.M. to 7.30 P.M. All the tailors must work during these hours, without any interval for food or rest. None of them can absent themselves without permission or leave, otherwise they are asked to stay away. The cutting is done by the owner, who himself is a cutter. The cutter cuts the cloth and places marks on it, and the tailors must follow his directions strictly, in the matter of stitching all dresses. He supervises the work of the tailors at every stage and in every way. There are 2 or 3 trials given by the master. The alterations are made by the tailors, on his instructions. If any defects are found in the making of the garments, the owner points out the defects, and gives directions about the manner in which they are to be rectified. There are about 22 or 23 tailors working at present but the number goes up to 40 in the season, which commences in October and ends in December. No tailor is kept on monthly basis in Karol Bagh area.

Messrs Oriental Tailors.

Kishan Lal, WW55 is a coatman in this tailoring establishment. The owners thereof are Prem Sarup and Bansi Lal. Shri Bansi Lal is a cutter. Another cutter is Kusturi Lal who is paid Rs. 175/- per month. In this company at present about 28 men are working. In the season the number may increase to 40. The proprietors and the cutters, cut the cloth, and then the cut pieces are given to the tailors for stitching. The tailors stitch the garments in accordance with the directions of the proprietor. The proprietor controls the manner in which the work should be done and the tailors are controlled and supervised at every stage. Chalk lines are marked on the cloth, and the dresses must be stitched in the manner in

which instructions are given. The proprietor gives trials and if the customers require alterations after trials, the tailors must carry them out. The working hours are from 9.30 A.M. to 7.30 P.M. They must attend the workshop at 9.30 A.M., and must remain there till 7.30 P.M. They cannot absent themselves, except with leave, otherwise they are removed from service. All the work must be done in the workshop. None of the tailors can take work home. The witness deposes that he is paid every week, and the final settlement is at the beginning of the month. There is no attendance register. The tailors pay for damage caused to the cloth. Every tailor is paid individually. According to these witnesses, the conditions in which they work are bad. There is a gallery and some of the tailors have to work on the gallery. It is very difficult to go up to the gallery and come down from it. This witness states that in Brij Bros. of Karol Bagh, there was a fire, and a man working in the gallery was burnt alive, because he could not escape from the gallery in time.

Sethi Bros.

73. WW13 Shri Madan Lal and WW55 are working in Sethi Bros. There are about 29 workers working in Sethi Bros now. In the season, the number goes up to 35. The peak season is from October to February (inclusive). The cutting of the cloth to be made into garments is done by the cutter, who places marks on the cloth, and directs the manner in which the material should be stitched. Both the cutter and the owner exercise supervision over the work of the tailors, and instruct them as to the manner in which they are to do the work. The owner of the shop is an expert in this line, and he exercises full control and supervision about their work. When the tailors want to absent themselves, they must obtain leave. They give applications, for leave and the owner grants them the same. If the tailors go away without leave being granted, they are thrown out of service. If they go to their place of work late, they are threatened with dismissal. The tailors cannot come and go as they please. The working hours are from 9.30 A.M. to 7.30 P.M., with an hour's interval between 1 and 2. The pant makers and coat-makers work under the same conditions and control is exercised over their work by the cutter and owner at every stage.

Messrs Ahuja Bros.

74. WW51, 52 and 53 have been examined in connection with the business in this firm, which is only that of tailoring. WW51 Shri Sohan Lal is a coatman, WW52 Shri Charan Singh is a pant-man, and WW53 Shri Prabhati is a shirt man. Their evidence is to the effect that their tailoring work is supervised and controlled by the proprietor, who is also a cutter and his name is Shri Daulat Ram Ahuja. WW51 says that he is a tailor of 22 years standing, and he is working in this company from about

1½ years. The measurements are taken by the proprietor or the cutter. The cutter cuts the cloth, and puts marks on the cut-pieces, and the tailors stitch the dresses accordingly. Sometimes time limit is fixed for completion of work. The working hours are from 9.30 A.M. to 7.30 P.M. None of the tailors can leave their place of work during the working hours. They must obtain leave even if they have to go out for 10 minutes. If no leave is taken, they are sent out. The tailors are liable for damages and if they spoil or damage the cloth, they must pay for it. The trials are given by the master or the cutter. The tailors must carry out the alterations under the directions of the master. It is in the evidence of WW51, that he is paid in advance Rs. 40/- to 50/- per week. The final settlement is made on the second or 7th or 10th of the month. The garments must be stitched only in the manner directed by the master. There are two cutters in the shop, namely, Bhagwan Dass and another person who are monthly paid. None of the tailors can come and go, as he pleases. They cannot take any work home. They cannot do any outside work or bring in any outsider into the workshop. The evidence of WW52 is that the work of the tailors is always controlled by the master and the cutter, and instructions are given as to the manner in which the work is to be done and as to how many pockets must be stitched, how many loops should be made and how the bands should be stitched. If any damage is caused in ironing, or if there is any defect in stitching, the remuneration of the tailor is cut by the amount which the owner says must be paid. The owner punishes the tailors, if they do wrong. It is in the evidence of WW54, Shri Puran Chand that the tailors must take leave, if they have to be absent even for a few minutes. If they are absent without leave, they are sent out and are given no more work. There is no attendance register or payment register, but signatures of the tailors are taken in a small book in the page allotted to each tailor. Sometimes, they are obliged to work in the night, but no overtime wages are paid.

Bright Ways.

75. Tilak Raj WW60, and Mohd. Aziz WW61 have spoken to the conditions of service in this concern. Their evidence shows that about 30 to 35 persons are working in the workshop. There are three partners 1, Iqbal Singh, 2, Trilok Singh and 3, Tilak Singh. Tilak Singh is the cutter. There are also 3 monthly paid cutters, namely, Daulat Singh, Dayal Singh and Manohar Lal. Daulat Singh gets Rs. 140/- per month, Dayal Singh Rs. 70/- and Manohar Lal Rs. 105/- per month. Tilak Singh manages the whole business. He and the other cutters cut the cloth, and then the tailors stitch them into garments in the manner in which they are directed. The work of the tailors is controlled and supervised by Tilak Singh and other cutters. The tailors stitch ladies and Children's garments also. There is a gallery on which about 5 or 6 men work. The rest work on the ground

floor. The working hours are 8.00 A.M. to 8.00 P.M., with one hour's interval. Sometimes the work goes on even after 8.00 P.M. All the tailors are appointed by Shri Tilak Singh. He appoints the men for work and dismisses them. He controls all their work. Though an attendance register is maintained, the entries are not correctly made. The register shows only eight hours work against each tailor, but this is not correct. The tailors work for 12 hours with $\frac{1}{2}$ an hour interval. There are 7 to 8 machines which belong to the proprietor run by electricity. There are also ordinary sewing machines, but these belong to the tailors. No rent is paid for the use of these machines. None of the tailors can come and go as he pleases and they cannot take the work home. Leave must be taken before any person can absent himself. There are 7 or 8 tailors, who are on monthly salary basis. The others are piece rated tailors. Those who are on monthly salary are paid on 7th of the month and the piece rated tailors are paid on the 10th of the month. The signatures of the tailors are taken in a register. From the last 2 months, the tailors have got the benefit of Provident Fund and Employees State Insurance. Each tailor is paid individually, according to the work done by him. This company has six show rooms all over the city. There is a branch at Bombay, and also another branch at Mussoorie. This company is mostly manufacturing different qualities of Brassieres and the tailors are paid, from annas -/8/- to Rs. 2/- per dozen for stitching them. The cost of material used for an ordinary brassiere does not exceed Rs. 2/10/- for cloth and -/10/- for other material, for 3 brassieres. The proprietors make about Rs. 1/8/- net profit on each piece. Each tailor must give at least 6 to 8 dozen pieces per day. They earn from Rs. 5/- to 6/- per day. Shri Tilak Singh keeps individual account about the work done by each tailor, and he pays each one of them individually.

WEST PATEL NAGAR.

Messrs Berry Tailors.

76. This firm is in West Patel Nagar, and we have the evidence of WW54 Muqsud Ahmed, who is a shirt man. He has deposed that there is a cutter who is paid Rs. 100/- per months. The proprietor is also a cutter. The cutter cuts the cloth and gives it to the tailors for stitching. The tailors stitch the garments according to the manner in which they are asked to stitch them. There are 2 workshops; one is in the main shop, and the other is a little away from the shop. The working hours are from 9.30 A.M. to 7.30 P.M. and the tailors must work during these working hours. They cannot absent themselves without leave and they cannot come and go as they please. If they absent themselves without leave, they are dismissed. The work of the tailors is always controlled and directed by the proprietor. The alterations are carried out according to the directions

given by the proprietor. No overtime is paid for the work done in the night. Each tailor is paid separately his remuneration. The remuneration is paid according to the work done once in a week. If there is any defect in stitching, the tailor is punished and he must also re-do the work, and compensate for any damage caused. When the trials are given by the master, the tailor concerned must be present. No overtime wages is paid to any tailor. If they demand overtime payment, they are asked to go away.

KAMALA NAGAR.

Vinod Tailors.

77. WW7 and 16 have been examined in regard to this firm. Hari Ram, WW7 is a coat-man, who states that at present there are about 14 tailors working. In the season from October to March, 22 to 23 tailors work. They work in a gallery, except that 4 or 5 do work in the show room sitting on the floor. The proprietor has supplied all the machines. The owner himself is a cutter, and he cuts cloth and marks lines according to which the tailors must stitch the dresses. The owner supervises their work, and controls the manner in which they have to work at every stage. The working hours are from 9.30 A.M. to 7.30. P.M. They must be present at the workshop throughout this period, and they cannot absent themselves from the shop even for 10 minutes, except with permission from the owner. None of the tailors can take the work home. None of them can take it even outside the premises where they work. If anything wrong is done, the tailors must rectify the defects. No extra payment is made, but the proprietor insists that they must recompense for the damage. WW16, Shri Jagan Nath is a pant man in this concern. He has testified that he and other tailors have to work in a gallery in a stooping position. No overtime is paid for work beyond working hours. The owner fixes the date for delivery of the garments. None of them can leave their work un-attended. The tailors cannot do any kind of work in respect of the dresses, except in accordance with the instructions given by the owner. In this firm the sewing machines are supplied by the owner, but some of the tailors have their own machines, but the latter do not get anything extra for working on their own machines. There is no attendance register. If any of the tailors goes late to the workshop, no work is given to him for the day and he must go back. This is so in all the tailoring establishments in Kamla Nagar area. WW16 further states that if no previous leave or permission is taken, the tailor is dismissed, and cannot work any more in the establishment.

Messrs Raja Tailors.

78. WW26, 27 and 28 are the witnesses, who speak to the working conditions in this firm. WW26 Shri Bansi Lal has deposed that Shri Hem Raj is the proprietor of this concern, and he himself is a cutter and he

knows all kinds of work. There is another cutter who cuts only pants and shirts and he gets Rs. 150/- per month. The owner and the cutter cut the cloth and mark lines on it, and the tailors must stitch the dresses only in the manner directed by them. They instruct and direct the manner in which the tailors should work. They control all the work of the tailors, and supervise the manner in which they should do the work. There is a gallery, and some of the tailors work on the gallery. The working hours are from 9.30 A.M. to 7.30 P.M. Sometimes, when there is urgent work, they work throughout the night, but not a pie is paid for over time work. The tailors are not allowed to go home, even if they have finished the work on hand. They must stay till 7.30 P.M. They do not stay there in expectation of fresh work. They must stay there till 7.30 P.M., even though there is no work. If they want to absent themselves, they must obtain permission before hand. The proprietor removes the tailors from service according to his sweet will and pleasure. There is no attendance register, but whenever payment is made to the tailors, their signatures are taken in a register in which the record of work is kept. This register is merely a notebook ordinarily used by a student. The payment is made by voucher every week. The tailors do both hand stitching and machine stitching. The proprietor directs which kind of stitching should be done, and he insists on hand stitching in many operations. There are two monthly paid employees in this company, namely, the cutter above mentioned, and alteration man. Several trials are taken by the proprietor, and the tailors must remove the defects and carry out the alterations. The tailors do the ironing work also. If the cloth is damaged, they are liable for the same. WW27 Shri Dwarka Parshad and WW28 Shri Om Parkash, who are coat-man and pant man respectively in this concern give similar evidence. The evidence shows that the owner takes disciplinary action against the tailors now and again. Other than the shirt cutter and the alteration man, there are no other monthly paid employees. The alterations man is paid Rs. 80/. No tailor can take work home. WW28 Shri Om Parkash states that in the season on some occasions, if the tailors are not prepared to sit the whole night —and do the work, the proprietor asks them to take the work home to finish it. This is in case of hand stitching. Most of the work done by this company is by hand-sewing. Even if the tailors fall ill and absent themselves they are sent away. This witness explains that every week Rs. 25/- is paid to every tailor, and then account is taken. If more than Rs. 25/- is due to the tailor, the sum is paid. If there is less than Rs. 25/- due the amount is debited. If a worker is absent even for a day, then Rs. 5/- is deducted from Rs. 25/- paid in the week. There is a book in which the record of work is kept by the proprietor. Whenever any tailor is paid his wages, his signatures are taken in this register, which is a diary book. The final account is made only once a month, i.e. on 7th of the month, when the final settlement is made. The witnesses further states that if a customer rejects a dress, the tailor is held responsible and made

to pay. On the dull season favourites of the proprietor are given more work and other are given less. This witness has been working in this company for the last 12½ years with breaks.

AHUJA BROS.

79. WW29 and 30 Shri Ranbir Singh and Narain Lal have been examined about this firm. Both are pantmen and their evidence is to the effect that there are 22 tailors working in the shop at present. The proprietor is Shri Ganga Ram, who is also a cutter. He has another cutter, Shri Sardari Lal, who gets monthly pay of Rs. 175/-. The proprietor and the cutter cut the cloth and distribute the work to the tailors. The proprietor controls, directs, and supervises the tailors' work constantly, and gives them instructions as to how they should do the work. The customer is given one or more trials as required, and the tailor concerned must be present then. They have to carry out alterations as directed. The tailors are mulcted with the loss, if there is any defect or damage. The working hours are from 9.30 A.M. to 7.30 P.M., but during peak season, the work goes on day and night. No tailor is paid extra remuneration for working in the night. No tailor can take work home, and he must do the work only in the workshop. The tailors must do the sewing, as directed, and the proprietor generally asks the tailors to do hand sewing, rather than machine sewing. If the proprietor directs a tailor to do any urgent work in preference to the work which he is then doing and if the tailor fails to do that work, he is sent away. None of the tailors can leave their place of work prior to 7.30 P.M. even if there is no work to do. In the workshops there are two galleries. The tailors are not treated properly, and their services are terminated arbitrarily, and preferential treatment is shown in the matter of distribution of work. This concern is a purely tailoring concern. Trial is given for woollen garments, but not for cotton dresses. There are about 18 to 19 sewing machines in the workshop. The evidence of WW30 Narain Lal is, that under the threat of dismissal, the tailors must do every item of work as per instructions of the proprietor. In the season, the tailors sometime have to work for 20 hours or more without extra payment. Accidents happen when the tailors go up to and come down from, the gallery. Shri Babu Lal, a tailor broke his leg while coming down from the gallery. Even in the matter of sewing a button, the work must be done according to the directions of the proprietor. The record of work is maintained in a register. When each tailor is paid his wages, his signature is taken on a stamp.

SAROJINI NAGAR.

Apex Tailors.

W.W. 8, Jiwan Dass, a worker in the above concern in Sarojini Nagar deposes, that the work is carried on in a tin roofed shed in the

rear of the shop. There is also a gallery in the shop. About 20 or 25 workers are working at present. The working hours are from 9.30 A.M. to 7.30 P.M. There is no recess. The cutting is done by the owner, who is also a cutter, and he supervises and controls the tailoring work at every stage. If anything goes wrong, the owner directs the alterations. He gives trials to the customers, and if any alteration is required, the same must be carried out in the manner directed by the proprietor. None of the tailors can take work home. The half finished garments are kept in the shop. The work of the tailors is supervised and controlled by the proprietor. The tailors cannot absent themselves, and cannot come and go as they please, and the proprietor's permission must be obtained before they can leave the shop. If they over stay their leave, they are sent away. If there is any urgent work to be done, the proprietor asks them to do the work in preference to the work on hand, and they must obey the order. No extra payment is made for any work done beyond usual working hours, even though the proprietor charges extra for urgent work. He pockets the extra charges and gives nothing to the tailors.

LODHI ROAD.

Singh Sons Tailors.

82. W.W. 9 has been examined in connection with work in this firm, which is situated in Lodhi Road Market. The workshop is a tin shed to the rear of the shop. The witness Kamlesh Kumar is a coatman, and according to him, there is an attendance register maintained in the workshop. The tailors do not sign the attendance register when their attendance is marked. The management has supplied the machines. The cutting is done by the cutter, who supervises and controls the tailoring work at every stage, and he directs the manner in which the work must be done. The tailors must rectify any defect in the making of the garments. The alterations are made under the directions of the cutter. The working hours are from 9.30 A.M. to 7.30 P.M. without any recess. None of the tailors can come and go, as he pleases. If there is any necessity for leave, they must obtain it from the management. None of the tailors is permitted to take the material home for stitching. At present 10 men are working in the shop. In the season, the number of tailors may increase to 25. In the season generally, only woollen suits are made. From March to June, cotton dresses are made. The Terylene dresses are made throughout the year.

National Tailors.

83. W. W. 10 Shri Pat Ram is a coatman in this concern. According to him, the owner is also a cutter and he exercises constant supervision and control throughout the working hours, over the work done by the tailors, and he directs the manner in which they must work. After trial,

if any alterations are necessary, the tailors carry them out. If anything goes wrong while pressing, and any damage is done, the tailor is made liable for the same. The tailors cannot absent themselves without leave or permission of the proprietor. The working hours are from 9.30 A.M. to 7.30 P.M. The tailors are given sometime for food, but there is no fixed time. The tailors cannot leave the place of work during the working hours.

New Style.

84. W.W. 11, Shri Boota Singh is a coat man, who is working as a tailor from about 20 years, in this shop. There are 6 men working at present. In the season about 14 men work in it. Supervision and control are exercise over the tailors while they are working, by the proprietor at every stage. The working hours are from 9.30 A.M. to 7.30 P.M. without any recess. The owners' permission must be obtained, before any tailor can absent himself. They cannot come and go as they please. They are always under the orders of the management. The owner of the shop is also a cutter. He cuts the material and marks it, in a particular manner, and the tailoring must be done according to his directions. The trials are given twice or thrice. The tailors must do the alterations in the manner directed, but they do not get any extra wages. Even if the tailors are ill, they must work, otherwise they are sent away. The witness further states, that the tailors work in the tin shed in the rear of the shop. This is very irksome. The sheds are very hot in summer and very cold in the Winter.

AJPAT RAI MARKET

C. L. Tailors.

85. W. W. 17 and 18 have been examined in respect of this firm. Their evidence is that there are 6 coat men and 6 pant men in the shop. Two persons work on shirts. The proprietor is Shri Harbans Lal. There is a showroom in front and orders are booked there. There is a gallery in the workshop. Four persons sit on it. Shri Harbans Lal is a master tailor and cutter, and he cuts the cloth, and distributes it among the tailors personally, and instructs them as to the manner in which they have to stitch the garments. The lines are drawn on the cloth to be stitched. He supervises the work at every stage, and instructs them as to the manner in which they must do the work. If urgent orders come, the tailors give up the work which they are doing at that time, and take up the urgent work according to the master's directions. But nothing is paid extra to the tailors, though the proprietor pockets Rs. 10/- or 15/-, which he charges for urgent work. If the tailors absent themselves without leave, they are dismissed from service, and sometime they are threatened with dismissal. They have to make alterations in the dresses, if there is any defect in the

work which they do. If they cause any damage to the cloth, they are fined, and they must also compensate for the damage. All the tailoring work must be done only in the premises of the proprietor, within the scheduled hours, which are from 9-30 A.M. to 7-30 P.M. Though the tailors work sometimes beyond fixed hours, nothing is paid to them extra. During the last two months, an attendance register is being maintained. The proprietor keeps an account of the work done by the tailors, and he pays them their wages and their signatures are taken in the payment register. The evidence of Shri Dillon is, that the proprietors are Shri Harbans Lal and Shri Chaman Lal, and that Harbans Lal is the cutter. Both attend the shop and exercise supervision and control over the work of the tailors. Shri Harbans Lal as the elder, exercises more supervision and control, than Shri Chaman Lal, who is more in the cloth shop. The season is from October to March, and about 20 or 25 men will be working in the season. Then the income of a coat man will be Rs. 250/-, and of a pant man will be about Rs. 200/-. But in the dull season a coat man gets Rs. 125/- or thereabouts and a pant man gets Rs. 150/-. Sometimes the tailors have to sit idle for want of work, but even then, they cannot leave the workshop during the working hours. Shri Dillon states that he has seen tailors being sent away by the management on account of various reasons, like being absent without leave, coming late, and not working during scheduled hours.

Sita Singh Tailors.

86. W.W. 19 and 20 Shri Ahmed Razaq and Shri Bal Kishan have given testimony that at present 16 men are working in this establishment, which is purely a tailoring establishment. No cloth is sold in this concern. In the season from October to March, about 20 people work. The proprietor is Sita Singh, and he is also a cutter, and he cuts the cloth to be sewn into garments, and draws lines on them, and asks the tailors to make the dresses as per his directions. He exercises supervision and control over the work of the tailors, and directs them as to the manner in which they must do the work. The tailors must work during the working hours from 9-30 A.M. to 7-30 P.M. and they must be present throughout this period even if they have no work on hand. If the tailors finish work before 7-30 P.M., they must stay in the shop only, and cannot leave before 1-30 P.M. No tailor can take the work home. If the order of the proprietor is not carried out, the tailors are dismissed. They cannot come and go as they please. At every stage in the making of the dresses, the tailors are controlled and supervised by the master, and all the tailors are always under the direction and control of the master. The whole business of the shop depends only on the tailoring work. There are no ready made garments in the shop. When the remuneration is paid to the tailors, their signatures are taken. If there is any defect in the work done, the master asks them to do it afresh according to his directions. If the cloth is

damaged while stitching, the tailors are made responsible for the damage. After trials are given, the necessary alterations must be carried out as per the proprietor's instructions, but nothing extra is paid for any alteration work. The evidence of W.W. 20 is, that the season is from October to March. He also says, that Sita Singh has two sons, who are also cutters, and they also supervise the tailoring work at every stage. They remain in the shop throughout the working hours, and control the work, and direct the manner in which the stitching should be done. The tailors must stitch the garments according to the marks made on the cloth by the master. If the tailors do not do the stitching properly, they must remove the stitches, and do the sewing once again. No outside work or outsider can be taken into the workshop.

Patiala Tailors.

87. W.W. 21 is Asad Ali, who deposes that this concern is purely a tailoring establishment. At present, there are 8 persons working there. Among these 5 are pant men, 2 coat men, and 1 shirt man. The master takes the measurements, and then cuts the cloth, and gives the cut material to work on to the tailors, and asks them to do stitching work in the manner in which the dresses should be stitched. The working hours are from 9-30 a.m. to 7-30 p.m. and all the tailors must keep to these hours, and cannot absent themselves during this period without the leave of the master. No work can be taken home, and none of the tailors is permitted to do so. No trials are given for pants. The proprietor controls and supervises the work at every stage, and directs the manner in which the work should be done. Since the last 3 months, an attendance register is being maintained, but no attendance is marked. The signatures of the tailors are taken when payment is made to them. Payments are made weekly according to the work done. If the sewing is not according to the lines made by the master, the tailors must re-do the work. Even if the defect in the garments is due to wrong cutting by the cutter, or wrong marking, the tailors must remove the defects without any extra charge. The master dismisses the tailors for wrong doing, and over staying leave. Without the tailors, the owner cannot run his business.

Perfection Tailors.

88. W.W. 22 Mohd. Sidique is working in Patiala Tailors, Pul Bangush. He is a pant man. He worked in Hans Tailors, Karol Bagh, formerly. Because of the strike, he was removed from service. In Patiala Tailors, about 12 men are working now. Shri Habib Ahmed is the proprietor and his son Latif Ahmed is a cutter. They are present every day, and supervise the work of the tailors. No work can be taken home, and no outsiders can be brought to help the tailors in their work. The tailors cannot come and go as they please from the workshop. If there is urgent work, they must do it under the directions of the cutter, leaving the work on hand. There is no attendance register, and payments

are made without signatures of the tailors being taken in any book. The working hours are from 9-30 a.m. to 7-30 p.m. The cutter gives instructions for finishing the garments, after trial is taken. The tailors must stay on in the premises of the master, even without work, during the working hours. Sometimes the tailors are made to do extra work after 7-30 p.m., but no extra payment is made to the tailors. This witness also gives evidence in respect of similar conditions in Hans Tailors, where he formerly worked. In that company, Shri Ram Lal is the cutter. That is also a tailoring concern, but it has drycleaning business as a side business.

Jeewan Tailors.

88. Asamudin, W. W. 23 is working in this concern for the last 12 years as a coat man. At present there are about 10 men working, but during the season about 20 persons may be employed. Tara Singh is the proprietor and the cutter. He takes measurements. He cuts the cloth, marks lines thereon, and the cut pieces are handed over to the tailors, who are given full instructions as to the manner in which they should stitch the clothes. Every stage of work is supervised by the master, and the manner in which the work is to be done is fully controlled by the proprietor. When trial is given, the tailor concerned is present. The tailors must carry out alterations according to the instructions of Shri Tara Singh. The working hours are from 9-30 a.m. to 7-30 p.m., and all the tailors must work during his period, and cannot remain absent during this period without permission from the owner. Shri Tara Singh keeps records of work of every tailor and each tailor is paid remuneration due according to the work done. Their signatures are taken in a big book. Sometimes no signatures are taken. No work can be taken home, and no tailor can come and go as he pleases. All the work of the tailors is supervised, controlled and directed by the owner. No outside work can be brought into the workshop. No outsider also can be brought in. If any tailor falls ill, he must take leave from the proprietor. But if the tailors absent themselves without leave or permission, they are dismissed. The payment is made weekly and the final payment is made on 5th or 7th of the month.

TILAK NAGAR.

L. R. G. Tailors.

89. Rajinder Singh W. W. 43 is both the coat man and pant man. His evidence is, that 10 persons are working in this concern, which is purely a tailoring shop. The owner is Lekh Raj. There are 10 machines and of these 3 belong to the owner, and the remaining 7 belong to the tailors. The remuneration paid to the tailors for stitching garments is the same, whether the machines belong to the proprietor or the tailor. Nothing is paid by the proprietor by way of rent for the machines belonging to the

tailors. The working hours are from 9-30 a.m. to 7-30 p.m., and these must be strictly observed by the tailors. The proprietor is also a cutter. He controls and supervises and directs the tailors. He cuts the cloth, makes chalk lines, and gives instructions about the manner in which they must sew the cloth. Shri Lekh Raj appoints the tailors, and dismisses them, but no orders in writing are given. No tailor can take any work home. The tailors cannot come and go as they please. They must be in the workshop during the scheduled hours. Even if there is no work to do, the tailors must be in the workshop till 7-30 p.m. If they want to leave earlier, they must take leave from the proprietor. Generally no work is done in this shop beyond 7-30 p.m. The witness has deposed that he is earning about Rs. 20/- or 25/ in a week in the dull season. In the peak season a tailor may earn about Rs. 35/- a week. No outsider or outside work can be brought into the workshop. There is no fixed date for the weekly payment. When the tailors made demands on the proprietor for increase in wages, they were abused by the master. There is no attendance register.

NEW STAR.

90. W. W. 44 Shri Banarsi Dass states that he is a tailor doing all kinds of work. There are at present 5 persons working in the workshop of which Shri Sadhu Ram is proprietor. The proprietor is a cutter, and he controls and directs the work of all the tailors. The working hours are from 9-30 a.m. to 7-30 p.m. and all the tailors must work during the working hours, and they cannot come and go as they please. If they want to leave during the working hours, they must take leave from the proprietor. Sometimes, the tailors work even till 10-00 or 11-00 p.m. in the night, but no extra wages are paid to them. No rent is paid for the machines belonging to the tailors. The tailors must keep those machines belonging to them in working order, and must themselves bear the charges for repair. Wages are paid without any voucher. The tailors cannot do any outside work in the workshop, and cannot bring any outsider to help them in their work.

DARYAGANJ.

Kumar Tailors.

91. W. W. 47 Shri Mohd. Yakub has been examined in respect of the working conditions in this concern. He is working in this concern for the last 13 years, and he is a coat man. At present there are about 25 to 30 men working in this establishment. In the season more than 40 persons work. Shri Kumar and Kishan Lal, look after the workshop always, and supervise and control all the work of the tailors. They are themselves cutters. Shri Sat Pal another brother looks after the office. The working hours are from 9-30 a.m. to 6-30 p.m. During the peak season, the tailors work even beyond 6-30 p.m. without any extra payment. All the tailors are paid according to piece rates and there are no monthly paid employees

in this concern. All the tailors must do the work of tailoring, only according to the instructions and directions of Shri Kumar and Shri Kishan Lal. If anything goes wrong, the tailors are made liable for the defects. Trial is given once by the proprietors and the tailors must carry out the alterations according to the instructions of the cutters. The tailors cannot take work home, and they cannot come and go as they please, and they must be present throughout the working hours. They cannot absent themselves without any leave. No outsider can be brought into the workshop to help the tailors. There is no attendance register, but there is a book showing the work done, and another book showing the payment made to the tailors. Every week the tailors are given advance from Rs. 20/- to 30/-, and on the 7th of the month final payment is made. In the season the tailors work both day and night. During this period, a coat may earn Rs. 200/- a month, but in the dull season he earns no more than Rs. 90/- or Rs. 100/-. The proprietor appoints and dismisses the tailors but no appointment letters are given. The proprietor dismisses the tailors arbitrarily for no reason whatever. W.W. 49 Shri Om Parkash, has given similar evidence as W.W. 47. This witness is a pant man, and he is working in this concern from the last 7 years, and he has also deposed, that nothing extra is paid for "Kucha Salai". There is one tailor, who is doing alteration work on monthly basis. Sometimes the tailors work beyond 7.30 p.m. till mid-night, but nothing extra is paid. The record of work done by each tailor is noted in a small book. The tailors earn Rs. 120/- to Rs. 125/- per month during the dull season, but Rs. 200/- per month in the peak season. The work is distributed among the tailors by the proprietor. W.W. 50 is working in Kumar Bros. for the last 13 years. Shri Kumar and Kishan Lal, the cutters cut the cloth and draw lines and control and supervise and direct the tailors in their work. Trials are given once, or twice. This witness W.W. 50 has deposed that the proprietor gives each of the tailors instructions frequently and constantly as to how they must sew the body, the collar, sleeves, arms etc. Lines are drawn by the cutters and sewing must be done according to these lines. The cutters gives instructions also as to how even buttons are to be stitched. The tailors get the same wages for stitching big sized coat and pants or coat and pants of normal size. They do not get anything extra for the difference in sizes of the dresses. The tailors also do the pressing work. In the dull season, the tailors earn from Rs. 70/- to Rs. 80/- per month, but in the season, the earnings of the tailors may be Rs. 120/- provided they work throughout day and night. The proprietor employs the tailors and dismisses them, but no written orders are given to them. The tailors are sent out without notice on the ground, that they are not up to the mark and their work is defective.

ELITE TAILORS.

92. W.W. 48 Shri Mohd. Khan, who is working in Elite Tailors now worked in S. C. Verma for 7 years. He is both a coat man and a pant man

In Elite Tailors about 7 persons are working, and in the season about 12 persons may work. The owner is Shri Jain who is himself a cutter. He supervises, controls and directs the manner in which the tailors should do the work. He gives directions as how the stitching should be done. The measurements and fashion vary with each individual. The proprietor gives all necessary directions as to how the stitching should be done, and he controls the manner in which the tailors have to make the garments, as per orders given by the customers. The proprietor's order is, that the normal work should be given up, when there is urgent work to be done. The working hours are from 9.30 a.m. to 7.30 p.m. and the tailors cannot absent themselves during the working hours. No work can be taken home and the work must be done inside the shop. No outsider or outside work can be brought into the workshop. The tailors cannot come and go as they please and they must observe the working hours. The tailors are dismissed, on account of late attendance, and also for absenting themselves without leave. The tailors are paid weekly advance of Rs. 10/- or Rs. 15/-, but the final payment is made by the proprietor on the 10th of the month. Their signatures are taken in a copy book, when they are paid their wages. The proprietor is dis-satisfied with the tailors now, because they have joined the union.

FAIR DEAL TAILORS

93. W.W. 65 and 66 have been examined in connection with this concern. W.W. 65 deposed, that there are about 18 or 19 tailors working in the establishment. There are two partners of the firm, Shri Ramji Dass and Gurbachan Singh who are both cutters. They cut the cloth, and mark lines on the cloth, and then the cloth is given to the tailors for sewing garments. The proprietor employed all the tailors and he also discharges them. All the tailors must do the work in the manner in which they are directed by the proprietors. All the tailors in this company are paid by piece rates. This company is only a tailoring establishment. The working hours are from 9.30 a.m. to 7.30 p.m. The tailors must always be present during this period, and in case they absent themselves without leave, the proprietor takes action against the defaulters. No outside work can be done in the workshop, and no outsider can be brought in to help the tailors. If the proprietor asks the tailors to do any work urgently, then such work can be taken home by the tailors, otherwise no tailor can take the work home. They must work strictly according to the working hours, and they cannot come and go as they please. The remuneration of each tailor is paid individually by the proprietor. Sometime the tailors are given advance. The final adjustment is made at the beginning of the month. There is no attendance register. W.W. 65 has deposed, that on the ground that Hanif came to 1-Rajpur Road on 19th September with the object of giving evidence in this enquiry, he was dismissed, though he did not actually give evidence, on the very next day. W.W. 66 supports the evidence of W.W. 65 and says that there are 12 machines. But 1 or

2 belong to the tailors and the rest belong to the proprietor. In the peak season, though the tailors work till mid-night, nothing extra is paid. W.W. 66 has deposed that though he may earn Rs. 80/- or Rs. 90/- a month in the ordinary days as pant man. In the peak season, though the tailors work till mid-night, nothing extra is paid. W.W. 66 has deposed that though he may earn Rs. 80/- or Rs. 90/- a month in the ordinary days as pant man, in the peak season, he may get Rs. 120/- or Rs. 130/- per month.

Sharma & Co.

94. W.W.70 and 71 have been examined to prove the conditions of service in this concern. This is purely a tailoring concern. W.W.70 Zahid is a coat man, and according to him, there are about 25 tailors working in this concern now, though the number may go up to 30 during the peak season. The proprietor is Shri Ram Nath Sharma. He himself is a cutter. He has, however, employed two cutters Sarvashri Shamshudeen and Sattar, on a monthly salary of Rs. 140/- per month. All the tailors were employed by the proprietor. He also removes them. He takes order from customers and the cutters cut the cloth, and mark lines on it, and distribute the cut pieces to the tailors, and direct them as to the manner in which they should do the work. The work is carried on in 3 workshops. All the work of the tailors is supervised, directed and controlled by the proprietor and the cutters at every stage. After trial, if any alteration is necessary, it must be carried out by the tailors. The tailors must also recompense the proprietor, for any damage caused. The tailor Mohd. Askim paid Rs. 74/- for damage caused, though he had put in 14 years of service. The working hours are from 9.30 A.M. to 7.30 P.M., and all the tailors must be at the workshop throughout the working hours. They cannot come and go as they please. If they absent themselves without leave, they are dismissed. The tailors have to do work beyond 7.30 P.M. sometimes, but no overtime wages are paid to them. Only the proprietor's work can be done in the workshop. The tailors cannot bring any outsider to help them. The proprietor pays the wages due to each tailor week by week individually and their signatures are taken in a note book. W.W. 71 Shri Parhalad, who is a pant man has deposed that all the tailors were employed by the proprietor Shri Ram Lal Sharma. He also dismisses them. The further evidence of this witness is that the cutter and the proprietor distribute the work after cutting the cloth and after drawing lines thereon. The tailors must do the work in the manner in which they are directed by the proprietor. This witness has put in 4 years service in this firm. His monthly income may be about Rs. 75/- to Rs. 80/-, but in the peak season, he may get Rs. 125/-.

PAHAR GANJ

Bajaj Tailors

95. W.W. 62 Shyam Singh is a pant-man in Bajaj Tailors, which is purely a tailoring firm. At present about 7 persons are working in this concern. During the season about 12 or 15 persons may work. The proprietor himself is a cutter, and he cuts the cloth and gives it to the tailors for stitching. The tailors must do the stitching in the manner in which the proprietor directs them to stitch. The proprietor controls, directs and supervises all the work of the tailors. The working hours are from 9.30 A.M. to 7.30 P.M., and these hours must be strictly observed by the tailors. The proprietor himself engages the tailors. If the tailors want to absent themselves, they must take leave. This witness states that no work can be taken home. The tailors cannot come and go as they please, and they must attend according to the working hours. No outside work can be done on the master's premises. If the tailors want to go on leave, they must obtain leave previously. No trial is given for pants. But after trial if any alteration is necessary, that must be done by the tailors as per directions of the owner. About Rs. 20/- or Rs. 25/- may be earned in a week by a tailor. The tailors are paid wages by the proprietor, and each tailor is paid separately. No advances are given by the owner. W.W. 62 says, that in the dull season, he may earn Rs. 20/- or Rs. 25/- per month.

CHANDNI CHOWK

Verma & Co.

96. W.W. 72 and 73 are tailors in this concern. The former is a coat-man and the latter is a pant-man. This is purely a tailoring concern. The proprietor is Shri Omrao Singh. There is also a cutter Shri Chater Singh, who is a monthly employee. At present about 30 persons are working in this concern. Out of these 7 are monthly paid employees, and the rest are piece rated workers. All these were employed by the proprietor, and he also dismisses them. It is he who appoints them, and dismisses them. A cutter cuts the cloth, and distributes the work among the tailors. The proprietor controls and supervises the work of the tailors, and directs the manner in which the tailors should do the work. None of the tailors can come and go as he pleases. On the contrary they must be present throughout the working hours, which are from 9.30 A.M. to 7.30 P.M. They must come in time, and stay till 7.30 P.M., if not they are dismissed. They must obtain prior leave if they wish to absent themselves. No work can be taken home, and no outside work can be done on the owner's premises, and no outsider can be brought in to help the tailors in their work. The payment is made by the 7th of the month generally. There are 13 machines belonging to the proprietor. The proprietor pays each of the tailors separately, and they sign in a register when the payment is

made to them. This concern is a purely tailoring concern and no cloth is sold. The tailors are made responsible, if there is any defect in their work. The cutter Shri Chater Singh, under the directions of the proprietor distributes the work to the tailors. W.W. 73 says that he has been working in this concern for the last 12 years. The remuneration to the tailors is paid late. Their signatures are taken in a kucha book.

KASHMERE GATE

Mohd. Umar

97. W.W. 24 and 25 speak to the service conditions in Mohd. Umar & Sons, Kashmere Gate. W.W. 24, Shri Mohd. Ismail, is a coat-man, and he is working in this concern from 1950. About 7 or 8 persons are working. In the season also, the same number work. All the workers are on monthly basis. W.W. 24 says, that at present he gets Rs. 135/- per month, but in 1950, he got Rs. 110/- per month. After 14 years of service, he reached Rs. 135/-. Since 1960, he got no increments. None of the tailors too got any increments since 1960. There are no piece rated workers in this concern. The cutter is Mohd. Umar who is also the proprietor and he is always present in the shop. He cuts the material, draws lines on it, and then the cloth is given to the tailors for stitching. The tailors take instructions from him, as they go on stitching the material. He exercises supervision over the work of the tailors, at every stage. The tailors must be present in the shop during the working hours, which are from 9.00 A.M. to 7.00 P.M. If there is urgent work, the tailors are made to stay on after 7.00 P.M. If the tailors have not finished the work by the stipulated period, they must sit late and finish it. The tailors cannot come and go as they please. W.W. 25 Abdul Hamid, who is a coat-man sons have been entered in it, and these are regular employees. The names of the other three are not entered, even though they are also regular employees, and they are Abdul Rehman, Yad Ram and Mamtaz Beg. None of the tailors can be absent from work, except when he has leave in writing. The tailors have to stay on in the shop after 7.00 P.M. to do urgent work and if the tailor is given sufficient work after 7.00 P.M. to do paid single overtime. The tailors cannot take the work home, and cannot come and go as they please. W.W. 25 Abdul Hamid, who is a coat-man gets Rs. 125/- as salary per month. He has been working since 1954, and he has been treated as a permanent employee of the concern. There are three other employees, who are treated as only temporary workers. This witness states, that if any of the tailors falls ill, and absents himself, his name is transferred to the kucha register, and he is treated as temporary worker. In this firm, two trials are given, and the alterations must be carried out, according to the directions of the proprietor. Sunday is a weekly holiday, and if any tailor is called on a Sunday, he is paid a single wage as extra. According to the evidence of W.W. 25, every tailor must

finish his work before leaving the shop. This makes them work even till 10 P.M. without extra payment. Most of the sewing done in this concern, is hand sewing. There are 5 machines belonging to the proprietor.

KHAN MARKET

Anne Model Dresses

98. W.W. 87 Shri Sada Ram has given evidence that the owner of the shop is Mrs. Sharma. There are 6 workers and a cutter. All of them are monthly paid employees. The proprietor books orders and takes trials. She is also a cutter. She employed all the workmen, and she pays them their wages, and also punishes them, and removes them from service.

This concern is a purely tailoring concern making exclusively ladies garments. The duty hours are from 9.00 A.M. to 6.00 P.M. with an hour for lunch between 1 to 2 P.M. The tailors sometimes work after 6.00 P.M. but no extra overtime is paid. The owner controls and supervises the work of the tailors, and gives instructions to them, as to the manner in which the work should be done. None of the tailors can absent himself without leave. Otherwise they are punished and dismissed from service.

99. The above is the evidence that has been led on behalf of the union in regard to the conditions of service of the tailors working in various establishments all over the city. It has become necessary to set forth the evidence of the witnesses in detail even though it has meant repetition, because we have to deal with the conditions of service in the tailoring industry as such and as a whole in Delhi. This is the reason why the union has taken pains to examine different persons, working in different localities in different establishments. Their evidence gives a fair idea as to the manner in which the tailoring work is carried on in Delhi generally in every establishment where tailoring is undertaken. Some of the establishments are purely tailoring establishments, and they do not sell any cloth, and are not engaged in the business of drapers. But there are some other establishments, which are also commercial establishments, dealing in cloth, and also carrying on tailoring business. It is quite evident, that even in respect of these commercial establishments, the tailoring business is a concomitant part of their business, and is necessary for carrying on the business of drapers.

100. A consideration of the evidence that has been led on behalf of the union, and set out above, leads overwhelmingly to the conclusion, that the various tailors who are working in various establishments in Delhi, undoubtedly are "workmen" in the meaning of the term in Sec. 2(s) of the Industrial Disputes Act. On the evidence, it will be proposterous to contend that the tailors are independent contractors, or that they are employees of independent contractors, as contended on behalf of the several managements representing the Association, as set out in the statement filed

on their behalf before the Chief Commissioner or in the petition filed before me. In the first place there is no evidence at all to prove that any person is engaged in the establishments as a contractor, and that the tailors are workmen under him. There is no reference to the existence of any contractor at all. On the other hand, we have proof beyond doubt, that all the tailors, who are working in the several establishments were employed by the respective proprietors of the concerns and that the said proprietors also remove them from service and take disciplinary action against them. They are only employees of the proprietors in the several establishments, and are not servants of any independent contractors.

101. In the second place the mere fact that they are working on piece rates does not make any difference. It is quite possible for a person to work on piece rates and to be a workmen, and an employee of the concern within the meaning of the definition contained in the Industrial Disputes Act. I have already referred to the decisions which show that even piece rated workers are also workmen and employees as defined in the Industrial Disputes Act. Employment on piece rates can also bring about relationship of employer and employee and master and servant (*vide* Dharangdhara case referred to above)

102. In the third place the evidence shows full well that the proprietors and the cutters, who are employees of the owners both exercise the fullest possible control and supervision and direction over the work of all the tailors. It will be seen that orders are booked from customers for making wearing apparel. Measurements are taken with regard to each individual dress. It is clear from the evidence, that various types of garments are made, viz. woollen suits, terylene suits, cotton suits, bushirts, shervanis, overcoats etc. These various garments are to be stitched in the manner indicated by the customers who have preference for different kinds of dresses. The proprietor or the cutters, as the case may be, cut the material from which the garments are to be made. Marks are made on the cut pieces, and the tailors have to stitch the various kinds of garments as indicated by the proprietor or the cutters. The tailors cannot depart from the instructions given to them. They must stitch the cloth according to fashion fit and cut as required by the customers and as directed by the masters. This means, that they must work under the control, supervision and direction of the proprietor or cutters, who give detailed instructions as to the manner in which the dresses must be made. They control and supervise, all the details of the tailoring work to be done. It is clear from the evidence that the whole process of tailoring is complex work, and considerable skill is required for making garments. Unless control, supervision and direction are exercised at every stage of the tailoring process, the finished garments will not be in accordance with the wishes of the customers.

Each customer has his own ideas as to the number of pockets to be stitched, number of button to be used etc. Detailed instructions on the part of the proprietor and the cutters are necessarily given to the tailors in regard to the manner in which the work should be carried out. In other words, there is considerable control and supervision at every stage of the making of the garments and over the details of the work to be done. Therefore, if we apply the test of control, supervision and direction, it is amply satisfied on the evidence in this case. In the matter of preparation of garments, the several tailors subject themselves to the control of the proprietors and cutters in respect of all details of the work, and the manner in which the work should be executed. As has been pointed out in the various decisions referred to above, the nature of control differs with the nature of the industry. Operations of a simple nature do not require supervision all the time, and control can be exercised at the end of the day by the manner of rejecting the articles, which do not come up to the proper standard. In the various decisions, relating to the manufacturing of bidis, it will be relevant to note, that the type of control that was required there, was not so detailed and abundant as the type of control and supervision required in the matter of making garments and dresses. It will not do to merely indicate the type of dress to be manufactured. The manner in which the tailor makes the dress of the type required, is all important. This is not like the work done by independent contractors. The independent contractor is charged with a work, and has to produce a particular result, but the manner in which the result is to be achieved is left to him. On the contrary, the facts in the present case of the tailors show, that they are not only asked to make various types of dresses, but also they are subject to the directions and control of the master, as to the manner in which the result is to be achieved. It will also be seen, that mere stitching of the garments will not be sufficient. Trials are also given, and the customer's wishes must be fulfilled. If there are any defects in the making of the garments, the tailors have got to remove them under the directions of the proprietor and the cutters. All the details have to be taken care of, and the alterations, if any must be made according to the wishes of the customer. The manner in which a particular garment is to be stitched is very important. It is also clear on the evidence that, even in the matter of stitching the clothes, the proprietor and the cutters direct, which particular work should be done by machine stitching, and which particular type of work should be done by hand sewing. I have referred to the evidence in detail which shows that in a number of establishments emphasis is on hand sewing. It is perfectly obvious, that the tailors have to turn out the work, they do, in accordance with the instructions and the directions given by their masters. The control by the management, which is a necessary ingredient of the relationship of master and servant, is not only towards providing the type of garments to be made, but also refers to various other details having a material bearing on the process of tailor-

ing. It is not merely like rolling bidis, in a certain form, in a particular style, with certain contents. The entire process of tailoring is under the full fledged control of the proprietor and the cutters of the establishments in which the tailors work and the control is such as directed and necessitated by the very nature of the industry itself. It is important to note that direct control and detailed supervision and directions are *sine qua non* of the tailoring industry. Considering the nature of work involved there is bound to be considerable supervision over the manner of production of the product of the industry. It is perfectly clear from the evidence, that the entire work of the tailor, is in reality under the immediate control and supervision of the proprietors and the cutters in regard to the manner in which their work is to be done and the details of execution of the work. This is sufficient to bring about relationship of "employer" and "employee" and "master and servant" between the tailors and the persons for whom they are working.

102. In the fourth place, it will also be clear, that the work of the tailors is such that their time is under the absolute control of the masters for whom they work. It is seen from the evidence that generally, the working hours are from 9.30 A.M. to 7.30 P.M. in Delhi, though in certain cases, the working hours are from 8.00 A.M to 8.00 P.M. and 9.30 A.M. to 6.30 P.M. These minor variations in regard to the working hours will not matter in the least. What is important to note is, that each of the tailors must report for duty at 9.30 A.M., and work throughout the period of working hours till 7.30 P.M. with the possible exception of a recess period where it exists. The tailors cannot absent themselves, except with the leave or permission of the proprietor of the concern. The evidence establishes, that if they absent themselves without leave or permission, disciplinary action is taken against them. They are liable to be sent away. Late attendance also is punished by the masters. It is also established on the evidence, that even if the tailors have no work to do, they must stay on the premises till 7.30 P.M. the closing of the working period. They cannot leave their place of work on the ground that they have no work to do. It is important to see, that they do not stay on, on the premises in expectation of getting work. They are under a duty to stay on during the entire period of the scheduled working hours, because they are the servants of the proprietor and of the establishments and their time is under the control of their master. It is also seen from the evidence, that if they over stay leave, action is taken against them. From the evidence, it is quite clear, that the tailors cannot come and go as they please. Their time is at the disposal of their masters.

103. It is also established on the evidence that even after 7.30 P.M. they are obliged to work till late at night, if they are asked to do so. They cannot disobey the orders of their master. They are obliged to work

even beyond the ordinary working hours, without any extra wages or overtime payment, except in the case of Mohammad Umar & Sons, where single overtime payment is made. This means that the tailors have to obey the orders of the master implicitly without any deviation. It will also be seen from the evidence, that if any urgent work is to be executed, the tailors must take up that work on the orders of their masters and should execute that work in preference to other work that they may be doing at that time. Thus if for example, if a tailor is doing work on a woollen coat which fetches higher wages, and if he is asked to do a bush coat of cotton in preference, he must obey the order, though he may suffer by getting lesser wages. It is clear, therefore, that the owners of the various establishments have also got full and exclusive control over the time of the tailors.

104. In the fifth place, it is also established by the evidence, that none of the tailors can take his work home. All must work only on the masters premises exclusively. It is no doubt true that some of the witnesses have stated that the proprietor sometimes asks them to take the work home. This does not affect the relationship of master and servant. The tailors are permitted to take work because of permission by the master. This is only an exception and not the rule. If the tailors are sometime asked to do the work at their homes, this is because of the orders of their master, for purpose of convenience, and the masters have no objection to the same.

105. Sixthly it is clear from the evidence that the garments have to be delivered by a fixed date. The customers expect their dresses to be ready by a fixed date, and it is the duty of the tailors to make the garments ready within the stipulated date. This also shows that the tailors are under the control of the owners even in regard to the date by which the garments should be delivered.

106. Seventhly the tailors are made liable for damages, if they damage the cloth while making dresses. It is seen from the evidence that they must iron the cloth while stitching the dresses. If there is any defect or damage in the execution of their work, they are not only punished, but also made liable for any loss caused to the master.

107. In the eighth place, it will be seen that payments are made to the tailors in regard to their remuneration, sometimes once a week, and sometimes once a month. The payments are made individually to each of the tailors, by the respective owners of the establishments under whom they immediately work. Sometimes signatures are taken and sometimes not, but what is important to note is, that it is the master or the proprietor or the employer, who pays the remuneration to each of the tailors. They do not receive payments from any independent contractor. The pro-

prietor keeps record of the work done by each of the tailors, and the payment is made according to the work turned out. Sometimes advances are made every week, and the final adjustment is made later. If over payment has been made, there is a debit against the tailors, and if he has to get any further remuneration, that is paid to him. Therefore, this condition of service, according to which payments are made by the proprietors individually to each of the tailors, is also a circumstance which establishes the relationship of employer and employee and master and servant.

108. Lastly it must be seen that it is established on the evidence that the proprietor himself or the cutter under his directions, distributes the work to be done amongst the tailors working for them. In fact some of the witnesses have complained, that the owners and cutters show favouritism to certain tailors resulting in uneven distribution of work. Be this as it may, what is important to bear in mind, is, that the actual entrustment of work to the tailors and the quantum of work to be done by them is decided by the proprietors themselves or by the cutters acting under their orders. There are no contractors who receive work from the master and then distribute the work amongst the tailors, or who engage the tailors and then allot work between them. This feature of direct distribution of work and the receipt of the cloth and raw material to be manufactured direct from the owner, is also a circumstance in favour of the view that the tailors are the direct servants of the proprietors of the concerns, whose work they do.

109. Having regard to all the above facts, it is clear that the relationship between the proprietors of the several establishments and the tailors working in those establishments is that of employer and employee, and master and servant. The work of the tailors commences with their employment by the proprietor. The manner in which the tailors do the work, the hours of work, the manner of payment of wages, the quality and details of work, are all under the control and supervision and direction of the proprietor. I have referred to the decisions of the Supreme Court in Dharang Dhara Chemical Works, Birdi Chand Sharmas case, and Dewan Moideen Sahib and Sons. In my opinion, the present case regarding tailors is on a much stronger footing than the cases referred to above. In this connection it may be useful to refer to the details regarding the manner in which the work was done by the Agarias in Dharang Dhara Chemical Works. After the decision of the Supreme Court in 1957 I.L.L. J. 477, the matter came up for further decision in XXII F.J.R., 119. The details as to the manner in which the work was done are set out by the Supreme Court in the above mentioned judgment. The work was done on a piece of salty land, some distance away from any locality. The workmen came every year from distant villages at the commencement of the season and constructed little huts where their families lived. They went away after

the season was over. Each pan formed, one unit, and there were two allottees of a pan. These allottees supplied all the implements necessary for the work. They also supplied bullocks with the help of which brine was drawn from the wells. The expenses for additional labour, implements and bullocks, were all met by the allottees themselves, out of the remuneration paid to them by the company on a piece rate basis. Apart from clearing the land, arranging for railway siding, and paying the testers and other staff employed, the company did not have to invest any money for the purpose of the salt work. The allottees were paid at a certain rate per maund of the salt produced by them. They had no regular hours of work. In spite of these facts, it was found that the Agarias in question were workmen of the company, and the relationship of master and servant subsisted between them and the company. From the facts stated above it is clear that the control that was exercised by the employer of the company over the Agarias was the minimum, contrasted with the detailed and constant control at every stage exercised by the proprietors and cutters over the tailors working for them in regard to the manner of execution of the work. It was also held, in the decision of the Supreme Court, that the fact that the workers in question were paid by piece rate, could not make any difference as to the existence of the relationship of master and servant. In the above mentioned case, the Agarias were even permitted to work with their families and without any set hours of work. On the facts of the present case, it is proved, that the tailors cannot work except on the premises of the individual establishments concerned. They cannot bring in any other persons into the workshop where they work. They cannot do any work in the said workshop except that of their master. They are not also at liberty to bring in any outsider to help them in their tailoring work. In the circumstances that have been established on the evidence in this case, there is only one conclusion possible, namely that the relationship that exists between the tailors and the proprietors of the establishments for whom they are working is that of "master and servant" and "employer" and "employee", and no other. The various tests laid-down by the Supreme Court for coming to the conclusion whether the said relationship is established are amply satisfied in this case.

110. It is important to note, that some of the establishments are purely tailoring concerns. Some of the other establishments are also commercial establishments, selling cloth and making garments according to orders of the customers. It is seen from the evidence that the tailoring work of these latter establishments is an integral part of their business, and they cannot carry on their business without the work of tailoring. When the work of tailoring is an integral part of the business, it is reasonable to hold, that the persons engaged in doing tailoring work are also an integral part of the business and employees of the establishments concerned. I have referred to the evidence which establishes that some of the persons working

in these establishments are monthly paid employees. For example, in Mohd. Umar & Sons in Kashmere Gate, and Mrs. A. Sharma of Khan Market, all the tailors are monthly paid. Even in some of the other establishments, certain employees are monthly paid employees and they have monthly paid cutters. This shows that the tailoring work of these concerns is of integral part of their business. That is why monthly employees have been employed to enable the business to be carried on. When the tailoring work is such an integral part of the business, it is clear that the persons employed for tailoring are also an integral part of the business, or in other words the "employees" of the establishment wherein they work. There is practically no difference between the tailoring work done by the piece rated tailors and the monthly rated tailors. The piece rated tailors are as much employees and servants of the concerns as the monthly paid tailors. In the decision in Dharangdhara Chemical Works, there is a reference to the observations in *Stevenson Jordan & Harrison Ltd. v. Macdonald & Evans* which are as follows:—

"One feature which seems to run through the instances is that under a contract of service, a man is employed as part of the business, and his work is done as an integral part of the business; whereas under a contract for services, his work although done for the business, is not integrated into it but is only accessory to it".

111. It may, however, be pointed out that there are no attendance cards, and in most of the establishments there are no attendance registers maintained. There are also no payment registers except that sometimes signatures are taken of the several tailors when remuneration is paid to them. The evidence also establishes that there are no annual leave, casual-cum-sick leave, and no festival holidays. The circumstances set out above do not affect the conclusion as to the existence of the relationship of master and servant, in the least. The important thing to consider is, whether having regard to the nature of the work there was due control and supervision by the employers in regard to the manner of execution of the work. The absence of an attendance register, or payment register is not of much significance, because the tailors are piece rated workers. The rates paid as remuneration cannot be considered to be on the high side. The piece system provides effective sanction against irregular attenders, does not also lead to a contrary conclusion. This only shows that the employers are not discharging the obligation lying upon them of obeying the provisions of various enactments relating to grant of leave applicable to the tailors. It is important also to see that the evidence establishes, that there are a dull season and a peak season in the tailoring business. It may be that sometime the tailor remain without work. This does not, however, make any difference. The argument that, because the tailors

might sometimes be without work; and that there might be no obligation on the part of the employer to provide work, will not affect the case. Because in case of seasonal work, the amount of work does vary and the obligation to provide work is not always the test.

112. It is also relevant to note that there is no evidence at all which discloses the existence of any contractor, who employs the tailors or pays them their wages. On the contrary the evidence shows that all the tailors working in the several establishments are employed directly by the owners or proprietors concerned, who also remove them from service and take disciplinary action against them. Each of the tailors individually receives his wages from the person, who employs him. It is not as though that bills are submitted by a contractor to the management in question, and that remuneration is paid by the management to the contractor, and that the contractor distributes the wages to the tailors. On the contrary, the evidence clearly establishes that the employers themselves pay wages to the several employees individually. In Orissa Cement Company, XXII F.J.R., 139 above referred to distinction is drawn between direct labour and contract labour. In contract labour, the employer engages a contractor, who in turn employs labour. In such a case there is no privity of contract between the employer and the workers, who actually do the work. It is the contractor who engages the workers and pays wages to them: On the facts of the present case, there is no contractor at all in the picture. There is only the employer, the owner of the concerned establishment who engages directly the tailors. They work for him directly. He also says that he pays wages directly. The only relationship that exists, is only between the proprietor, and the tailors directly working for him. In such circumstances there is privity of contract between the owners of the several establishments and the tailors working for them. It is also important to see that the number of tailors who are working vary accordingly to the season. The number of tailors employed in the dull season are less, than the number of tailors employed in the peak season which is from October to March. It is the owner who is the sole judge of the number of persons required to be employed to do the work for him. He is also the sole judge of their hours of work, their remuneration and the manner in which they have to execute the work. In these circumstances the employers of the tailors, are the owners of the several establishments. They are the persons, who engage the services of the tailors, and all the tailors working for them are their employees, and working for them on hire. Thus all the three ingredients of a contract of service are present on the facts of this case. First of all there is the employer in the person of the owner of the several establishments in question, (2) the employees, the tailors employed by the said owner for the purpose of carrying on the tailoring work in the said establishments and (3) the contract of employment, namely, the doing of the work of making garments and wearing apparel

and other tailoring work for the owner. Thus the position is absolutely clear, that the several tailors working in the several establishments are all servants of the said owners. They are all working under a contract of service whereby they agree to work subject to their control and supervision. As was observed in the State of Kerala Vs. Patel, an independent contractor has to produce a particular result. The manner in which the result is to be achieved is left to him. But on the facts of the present case, the tailors are also charged with the work, and they are asked to make a particular kind of garment. In the process of making it, they are subject to the absolute and total control of the owner, in regard to the manner in which the result is to be achieved. It is not open to the tailors to depart from the instructions of the proprietor. From the evidence, it is quite clear that the tailors are controlled, supervised and directed by the proprietor at almost every stage of making of garments. Per contra we may bear in mind the facts in the case of the assistant Director of Fisheries V. Muthunmeenatchiya above cited wherein the divers went down into the sea to bring up chanks. As they were below the surface of the sea, it was impossible to know what exactly was the manner in which they were doing the work of bringing up the chanks. Even then it was held that there was sufficient control and directions as to establish the relationship of master and servant. If we take into account all the decisions cited above and the tests laid-down for determining the existence of the relationship of master and servant, it is quite clear that on the facts of the present case and the evidence on record, the control and supervision and directions regarding the manner in which the work is to be done and also the details as to the execution of that work, necessary to establish such relationship, are amply established. Such control is total and absolute. Therefore, I have no hesitation in concluding on the evidence placed before me in this enquiry, that the relationship that exists between the several owners of the several establishments on the one hand, and the tailors working for them is that of "master and servant," and "employer" and "employee", and the tailors in these establishments are only "workmen" and "employees" as defined in the Industrial Disputes Act.

113. In this connection, I must refer to the decision of the Punjab High Court, Delhi in Criminal appeal No. 88-D of 1960 State Versus Ram Parkash, at page 8 of the statement filed on behalf of the Association and addressed to the Chief Commissioner. The findings are reproduced:—

- “1. That generally the tailors worked on the premises of the accused;
2. That they were paid according to the number of garments stitched by them and not according to the number of hours or days worked by them.
3. That generally these tailors worked on the shop during the working hours, but they could come early or go late at their option. They could even take the work to their houses for execution;

4. That no control was exercised by the accused or his cutter ever these tailors in the manner of the execution of their work.
5. That the accused could not force them to take any particular garment for stitching in preference to some other which they were stitching at that time. It was also their option to stitch any number of garments during the month and the accused could not force them to stitch more;
6. If these tailors finished the work early, they could go away before the closing time of the shop. Moreover if there was no work to be done at the shop they were not compelled to stay there till the closing time. They might chose to stay in the expectation of getting more work but there was no binding on them in this respect;
7. If they worked at the shop they used the sewing machine of the accused, but if they worked at their houses they used their own machines.
8. These tailors were not subject to the control of the accused in the matter of leave."

114. The decisions of the Punjab High Court above referred to does not, however, lead to a contrary conclusion. Paragraph 2 set out above shows, that the tailors were paid by piece rates. The payment by piece rates does not exclude the relationship of master and servant as is clear from the decisions of the Supreme Court. In paragraphs 3 and 6, it is stated that the tailors could come late or go early at their option, and they could take the work to their houses for execution. On the evidence recorded in this case, it is fully proved that the tailors cannot come and go as they please, and they cannot take the work home, and they must be in the premises of the proprietor throughout the working hours. In paragraph 4, it is stated that no control was exercised by the proprietor and his cutters, in regard to the manner of the execution of work. On the evidence adduced herein, there is abundant proof of the fact, that strict control, supervision and directions are exercised by the proprietor and/or his cutters over the tailors in regard to the manner in which the work is to be executed and about the details of that work. In paragraph 5, it is stated that the owner could not force the tailors to do any particular work in preference to any other work, they were doing at that time. On the facts of the present case, it is proved, that the tailors must work according to the wishes of the proprietor and take up whatever work they were directed to do. It is also their duty to deliver the garments by a fixed date.

115. In paragraph 7, there is mention of the fact that the tailors used sewing machines of the proprietor in the workshop. It is proved on the

evidence in this case that in most of the establishments, the proprietor provides the tailors the sewing machines. But in some other establishments, the tailors are having their own machines, and they are under an obligation to keep their machines in proper order and repair, at their own expense. This does not, however, make any difference, because the important factor is the control exercised by the proprietors in the matter of execution of the work.

116. In paragraph 8, it is mentioned that the tailors are not subject to the control of the owner in the matter of leave, but on the facts of the present case, it is proved beyond doubt that none of the tailors can absent himself without leave, otherwise disciplinary action is taken against him. In the above circumstances, the decision of the Punjab High Court referred to above does not apply to the facts of the case as proved on the evidence adduced herein.

117. An examination of the facts and circumstances established on the evidence in this case, shows full well, that all the conditions necessary, to infer a contract of service as distinguished from a contract for service, as formulated in the decisions of the Supreme Court, are made out. There are (1) The master's power of appointment. (2) The payment of wages or other remuneration by the master to the tailors. (3) The master's right to control the method and the manner and the details of doing the tailoring work. (4) The master's power of exercising disciplinary action against the tailors whether by way of fine or suspension or dismissal. The infliction of punishment is a condition existent in the relationship of master and servant and this is present in the relationship between the tailors on the one hand and the owners of the establishment employing them. Therefore, on a consideration of the entire evidence and of the circumstances in the case, I find that all the tailors working in the several establishments in Delhi, are all "workmen" within the meaning of Section 2(s) of the Industrial Disputes Act and they are employees of the owners of the said several establishments.

118. It will be seen from the terms of reference, that I have to consider the conditions of service of the tailors, and also to make recommendations in respect of their wages, and also to fix pay scales, if any.

119. In the first place, I shall deal with the question of fixation of wages. In this connection, it is important to bear in mind the observations of the Supreme Court in *Hindustan Times Limited vs. their workmen* (Supreme Court Journal Volume 33 page 1 at page 3). It is observed as follows:—

"The fixation of wage structure is among the most difficult tasks that industrial adjudication has to tackle. On the one hand not only the demands of social justice but also the claims of national economy require

that attempts should be made to secure to workmen a fair share of the national income which they help to produce; on the other hand, care has to be taken that the attempt at a fair distribution does not tend to dry up the source of the national income itself. On the one hand, better living conditions for workmen that can only be possible by giving them a "living wage" will tend to increase the nation's wealth and income, on the other hand, unreasonable inroads on the profits of the capitalists might have a tendency to drive capital away from fruitful employment and even to affect prejudicially capital formation itself. The rise in prices that often results from the rise of the workmen's wages may in its turn affect other members of the community and may even affect prejudicially the living conditions of the workmen themselves. The effect of such a rise in price on the country's international trade cannot also be ignored. Thus numerous complex factors, some of which are economic and some spring from social philosophy give rise to conflicting considerations that have to be borne in mind. Nor does the process of valuation of the numerous factors remain static. While international movements in the cause of labour have for many years influenced thinking—in such matters, in this country, the emergence of an independent democratic India has influenced the matter even more profoundly. Gajendragadkar, J, speaking for the Court in *Standard Vacuum Refining Co., of India vs. its workmen*, has observed:—

"In constructing a wage structure in a given case industrial adjudication does take into account to some extent considerations of right and wrong propriety and impropriety, fairness and unfairness. As the social conscience of the general community becomes more alive and active, as the welfare policy of the State takes a more dynamic form, as the national economy progresses from stage to stage, as under the growing strength of the trade union movement, collective bargaining enters the field, wage structure ceases to be a purely arithmetical problem. Considerations of the financial position of the employer and the state of national economy have their say, and the requirements of the workman living in a civilised and progressive society also come to be recognised."

120. The observation above mentioned show that various considerations have to be weighed in fixing wages. As observed in the above decision, at the bottom of the ladder, there is a minimum basic wage, which the employer of industrial labour must pay in order to continue an industry. Above this is the fair wage, which is adequate to cover the normal needs of the average employee regarded as a human being in a Civilised Society. Above the fair wage, is the living wage, which will maintain the workman in the highest state of industrial efficiency, which will enable him to provide his family with all the material things, which are needed for their health and physical wellbeing, so that he has enough to enable him to qualify to discharge his duties, as a citizen. We must also take into

account, the rule that wages are fixed on industry-cum-region basis. In fixing the wages, we must also bear in mind, the employers capacity to pay and the financial condition of the several establishments concerned. In order to arrive at a fair conclusion as to the quantum of wages to be adopted on the facts of the case, it is necessary to deal with the evidence that has been given in detail. Because as already referred to none of the members of the Association and none of the owners of the establishments concerned has come forward to assist me in this enquiry. There is absolutely no evidence as to the financial condition or capacity of the several concerns. In these circumstances, we are left only with the evidence that has been given on behalf of the tailors. This evidence affords proof of the rates prevailing in the industry. These rates are as numerous as the establishments themselves. In dealing with the evidence that has been led we have to bear in mind the areas wherein the several tailors work, because the evidence shows that the rates vary from area to area.

121. In the first place, I shall take the concerns in Connaught Place.
Messrs Kripa Ram Bros :

122. WW 2, 3 and 4 have given evidence in this connection. Their evidence shows, that a customer is charged Rs. 135 for a woollen suit. The tailor is paid Rs. 18/- for a woolen coat, and Rs. 6|8/- for a pair of woolen pants. But the customer is charged Rs. 25|- for woolen pants.

Messrs Edde Tailors :

123. In this company, a customer is charged Rs. 150/- for a woollen suit. For a woolen coat, a tailor is paid Rs. 17|8|.

Laffans Tailors:

124. In Laffans, the customer is charged Rs. 135/- for a woollen suit, Rs. 18/- is paid to the tailor for making a woollen coat. Rs. 75/- is recovered from the customer for the same.

S. C. Sharma's Tailors :

125. I may refer to the evidence of WW31 to 37 in this connection. In this concern, for making a suit, the charges which the customer pays range from Rs. 125/- to Rs. 145/-. The material used for the making of the woollen suit does not cost more than Rs. 25/-. A customer is charged Rs. 90/- for making a woollen coat. A tailor is paid from Rs. 16/- to Rs. 19/- for it. Likewise, whereas a customer is charged Rs. 35/- for making pair of woollen pants, tailor gets Rs. 7/-. This company also makes dinner suits, and it charges the customer Rs. 250/- therefore, the evidence shows that the tailors are paid Rs. 30/- for making a dinner suit. The material for a dinner suit costs about Rs. 60/-.

Messrs Mohan Lal.

126. The evidence of WW38 and 39 is, that the company charges the customer Rs. 100/- for making a woollen suit. The material used for the same does not cost more than Rs. 23/-. A customer pays Rs. 90/- for a woollen coat. The tailor is paid Rs. 18/- for making a woollen coat. A customer is charged Rs. 30/- for a pair of woollen pants where as the tailor is paid Rs. 7/-. For dinner suit, the customer pays Rs. 200/-, the tailor gets Rs. 21/- for dinner coat and Rs. 9/- for pant, total Rs. 30|.

Messrs Jainson's.

127. The evidence of WW40, 41 and 42 is useful to show, that the concern charges Rs. 125/- for making a woollen suit. The tailor is paid Rs. 17/- for a woollen coat, and Rs. 5/- for a pair of woollen pants. The evidence also establishes, that a customer is charged Rs. 65/- for a woollen coat, though the tailor receives Rs. 17/- only. The cost of material used for a woollen suit does not amount to more than Rs. 25/-. For a dinner suit, the charges in this company range from Rs. 200/- to Rs. 250/-, where as the tailors get only Rs.30/- for making a dinner suit. The material used for the dinner suit may cost Rs. 100/-, if silken material is used.

Messrs Cheap Jainy.

128. According to the evidence of WW45 and 46, the charge for a woollen suit is Rs. 85/-, whereas the material used for such a suit does not exceed Rs. 18/- in value. The tailor is paid Rs. 16/- for a woollen coat, whereas the company charges Rs. 65/- to Rs. 75/- for the same. For stitching a pair of pants a tailor gets Rs. 6/-, but the customer has to pay Rs. 20/-.

Messrs Lok Nath Tailors.

129. We have the evidence of WW56 and 57 in this connection. Their evidence shows that the charges levied in this company are from Rs.125/- to Rs. 150/- for a woollen suit. The material used for a suit does not cost more than Rs. 25/- provided woollen buckram is used. For a woollen coat a tailor is paid Rs. 18/- and for a pair of pants Rs. 7/-. The customer is charged Rs. 25/- for a pair of woollen pants. The material used for a woollen pant may be of the value of Rs. 5/-. The evidence of WW56 is, that for dinner coat, he gets Rs. 20/-, for a Shervani Rs. 20/-, for over coat Rs. 22/-, and for ready made over coat Rs. 20|.

Messrs Master Krishan Rao.

130. The evidence of WW63 and 64 is important in this connection. They do not disclose what is charged for making a woollen suit, and it has been

stated, that they are not supposed to disclose the figure of the charges which the customer pays. The cost of material for the woollen suit ranges from Rs. 18/- to Rs. 20/-. A tailor is paid Rs. 16/- to Rs. 18/- for making a coat. For pants the remuneration is Rs. 7/-. The cost of material for making a coat may not be more than Rs. 16/-. The evidence of WW64 is that taking the whole year into account the average income of a tailor is Rs. 3/- per day.

Messrs A. Narain Tailors.

131. We have the evidence of WW74 and 75 regarding this concern. The charges which this company recovers for making a woollen suit are Rs.85 /-, but for a Terylene suit Rs. 90/- has to be paid. The cost of material for a woollen suit does not exceed Rs. 15/- in value but if woollen buckram is used,, the cost may go upto Rs. 22/-. For a woollen coat, a tailor is paid Rs. 15/-, and for a pair of pants Rs. 5/8/-. If terylene

132. WW76 and 77 have given evidence that for making a woollen Rs. 20/- for woollen pants and Rs. 25/- for terylene pants. The cost of material for a pair of pants is not more than Rs. 4/-.

Messrs Wear Craft Tailors.

132. WW76 and 77 have given evidence that for making a woollen suit, the charges normally levied are Rs. 85/-, but if woollen buckram is used, Rs. 100/- is charged. For a terylene suit, the charges are Rs. 90/-. The cost of material with woollen buckram is Rs. 25/-. A tailor is paid Rs. 17/- for a woollen coat, and Rs. 5/8/- for a pair of woollen pants. The cost of material for a pair of pants is not more than Rs. 4/- to Rs. 5/-. WW76, who is a coatman says that in the peak season, he may earn Rs. 300/- per month. He has also given evidence to the effect that for stitching an over-coat, or a shervani, the tailor is paid Rs. 18/-.

Messrs Devi Chand.

133. WW78 has deposed that a coat man earns Rs. 200/- and a pant man earns Rs. 150/-. This company also makes pilot caps, for making of which a tailor is paid Rs. 4/8/-, but the customer is charged Rs. 22|8|- per cap. The material used will not be worth Rs. 4/8/-

Messrs Soni Tailors.

134. We have the evidence of WW79 and 80, in this connection. A customer has to pay Rs. 80/- for a woollen suit, and Rs. 90/- for a terylene suit. The cost of material used for the suit is not more than Rs. 22/-. A tailor is paid Rs. 17/- for a woollen coat and he gets Rs. 5/8/- for a pair of pants. For making a shervani, a tailor gets Rs. 18/- for

overcoat, Rs. 19/-, and for dinner suit Rs. 20/-. The customer has to pay Rs. 20/- for a pair of pants.

Messrs K. L. Rampal and Co.

135. We have the evidence of WW83 and 84, so far as this company is concerned. This company charges Rs. 100/- for a woollen suit. The material used for a woollen suit is worth about Rs. 25/-, provided woollen buckram is used. For a terylene suit, the cost of material is Rs. 27/-. A tailor is paid Rs. 18/- for a woollen coat, and Rs. 7/- for a pair of pants. The material for a woollen pant will not cost more than Rs. 5/-. A customer is charged Rs. 22/- for a pair of pants. For a dinner coat, a tailor is paid Rs. 20/-.

Messrs Bakshi Bros.

136. The evidence of WW85 and 86 in this connection shows, that for making a woollen suit Rs. 80 to Rs. 100 is recovered from the customer. The cost of material will be Rs. 13 to Rs. 17. The tailors are paid Rs. 16 for a woollen coat and Rs. 5 to Rs. 5-8-0, for woollen pants. A customer is, however, charged Rs. 60 for a coat, and Rs. 25 for a pair of pants. For a shervani, the tailor is paid Rs. 18.

JANPATH

Messrs Tilak Tailors.

137. We have the evidence of WW67 and 68 regarding this company. The making charge for a woollen suit is Rs. 85, but if woollen buckram is used, it is Rs. 110. The cost of material for a woollen suit ranges from Rs. 15 to Rs. 20. A tailor is paid Rs. 17 for a woollen coat and Rs. 5 for a pair of woollen pants. The cost of material for woollen pants does not exceed more than Rs. 2-8-0.

Messrs Gupta Bros.

138. The evidence of WW69 is that Rs. 80 is charged for a woollen suit, but the cost of material that is used therefore is not more than Rs. 13.

Messrs Lakshmi Store.

139. We have evidence of WW81 and 82 in this connection. According to their evidence, the cost of material for a woollen suit is Rs. 16 if cotton buckram is used, and Rs. 19 if woollen buckram is used. For a woollen coat, a tailor is paid Rs. 15 and for a Terylene coat Rs. 13. For a pair of woollen pants a tailors gets Rs. 5-4-0, and for terylene pants the wages are only Rs. 4-4-0. For an overcoat, a tailor is paid Rs. 18,

but a customer is charged Rs. 85. For a pair of woollen pants a customer has to pay Rs.15.

KAROL BAGH.

Messrs New Oriental Tailors.

140. According to the evidence of WW12 and 50 the charges that a customer has to pay for a woollen suit, or a terylene suit is Rs. 65 to Rs. 70. The tailor is paid Rs. 16 for stitching a woollen coat, but the customer is charged Rs. 60 for a woollen coat. The evidence of WW55 is, that a customer is charged Rs. 80 for a woollen suit, and for a terylene suit Rs. 100 has to be paid. The tailor gets Rs. 15 for a woollen coat, and Rs. 17 for a terylene coat. For a woollen suit, the material used is worth Rs. 15, and for terylene it may be worth Rs. 17 or 18. For woollen or terylene pants a tailor is paid Rs. 5. A customer is charged Rs. 15 for a pair of woollen pants, and Rs. 20 or Rs. 22 for a pair of terylene pants. This witness says that he requires Rs. 250 per month as a coat man, and a pant man should be paid Rs. 150 or Rs. 200 per month. A shirt man should be paid Rs. 150 per month.

Messrs Sethi Bros.

141. The evidence of WW13 is, that for making a pair of pants a tailor gets Rs. 5. This is for woollen or terylene pants, but a customer is charged Rs. 22 for the same. A tailor gets Rs. 14 for a woollen coat. A customer is charged Rs. 65 for a woollen suit. A customer has to pay Rs. 45 for a coat alone.

Messrs. Ahuja Tailors.

142. According to the evidence of WW57, he gets Rs. 15 for a woollen coat, and Rs. 17 for a terylene Coat. For a pair of pants a tailor is paid Rs. 5. The company charges Rs. 65 for a woollen suit, and Rs. 85 for a terylene suit, but for using woollen buckram, the company charges Rs. 100. The company charges Rs. 50 for a woollen coat, and Rs. 15 for a pair of woollen pants. The evidence of WW52 is that for woollen pants, the material used is worth not more than Rs. 3.

Messrs Bright Ways.

143. I have already referred to the evidence of WW60 and 61, which shows that this concern is engaged mostly in preparation of brassieres. On each lowest priced piece, the owner makes a profit of Rs. 1-8-0 per piece. Naturally the profit will be much higher in the case of brassieres charged for at higher rates.

WEST PATEL NAGAR

Messrs Berry Tailors.

144. We have the evidence of WW54, which shows that for a woollen coat, a tailor is paid, Rs. 12 for pair of woollen pants Rs. 5, and for a pair of terylene pants Rs. 5-8-0. For a woollen suit the company charges Rs. 60, and for terylene suit, the charges are Rs. 70 to 75. A customer has to pay Rs. 40 for a woollen coat and Rs. 12 for a pair of woollen pants. For a woollen suit, the entire material used does not exceed Rs. 15 in value. For a woollen coat, the material used is worth Rs. 12, and for woollen pants the material used is worth Rs. 3. For a terylene suit, the material used will not cost more than Rs. 18.

KAMLA NAGAR

Messrs Vinod Tailors.

145. WW7 and 16 have given evidence about the work done in this firm. According to their evidence, for a woollen suit, the company charges Rs. 65 and for a terylene suit Rs. 75. For a woollen coat, Rs. 14 is paid to the tailors and for a pair of woollen or terylene pants Rs. 5. The material used for a woollen suit does not cost more than Rs. 15 at the highest. WW16 has deposed that Rs. 300 per month should be paid to the coat man, and Rs. 175 should be paid to a pant man.

Messrs Raja Tailors.

146. WW26, 27 and 28 have been examined in this connection. The rates charged are Rs. 65 for a woollen suit, and Rs. 75 for a terylene suit. For making a woollen coat a tailor gets Rs. 14, and Rs. 15 for making a terylene coat.

Messrs Ahuja Tailors.

147. According to the evidence of WW29 and 30, a tailor gets Rs. 4-8-0 for a pair of woollen pants and the material used for the same is not worth more than Rs. 3. For a woollen suit, a customer has to pay Rs. 65. The material used therefor does not cost more than Rs. 16. For a woollen coat, a tailor gets Rs. 14, for woollen pants Rs. 4-8-0 and for terylene pants Rs. 4-8-0, whereas a customer is charged Rs. 15 for woollen pants and Rs. 18 for terylene pants. For a terylene suit, the cost of material may be about Rs. 20.

SAROJNI NAGAR

Messrs Apex Tailors.

148. WW8 states, that for a pair of woollen pants Rs. 4 is paid to the tailors, but the customer is charged Rs. 12- for the same. For a pair

of terylene pants a tailor gets Rs. 5/- whereas the customer has to pay Rs. 18/- for the same. For making a woollen suit, a customer has to pay Rs. 65/- and for terylene suit Rs. 75/-. A tailor gets for making a woollen coat Rs. 12/-. The wages are the same for terylene coat but the customer is charged Rs. 40/- for the same.

LODDI ROAD

Messrs Singh Sons Tailors.

149. According to the evidence of WW9, for making a woollen suit, the charges levied are Rs. 60/-. The tailor gets Rs. 12/- for making a woollen coat, and Rs. 4/- for a pair of woollen or terylene pants.

Messrs National Tailors.

150. WW10 has deposed that for making a woollen suit, the firm charges Rs. 55 to Rs. 65. For making a woollen coat, a tailor gets Rs. 13 but the company charges Rs. 40 to Rs. 45. For making a pair of woollen pants, a tailor gets Rs. 4 whereas the company charges Rs. 14. For the preparation of, terylene suit, the company charges Rs. 70.

Messrs. New Style Tailors.

151. The evidence of WW11 is, that the company charges Rs. 60 for making a woollen suit, and Rs. 75 for terylene suit. The company charges Rs. 40 to Rs. 45 for making a woollen coat or terylene coat, but the company pays Rs. 13 only to the tailors for the same. The company levies Rs. 12 for making a pair of woollen pants, but pays to the tailors Rs. 4 only. For a pair of terylene pants the customer pays Rs. 15 to Rs. 20, but the tailor gets Rs. 4 only for the same.

LAJPAT RAI MARKET

Messrs C. L. Tailors.

152. We have the evidence of WW17 & 18 in respect of this concern. According to their evidence, for making a woollen suit, the company charges Rs. 45 to Rs. 50 and for a terylene suit Rs. 55. For making a woollen coat, a tailor gets Rs. 12 but for a terylene coat, he is paid Rs. 14. The evidence is to the effect that only inferior material is used. The highest coat of the material used for woollen suit will not be more than Rs. 12 to Rs. 14. The company charges Rs. 10 to Rs. 15 extra for urgent work, but pays nothing to the tailors for the same.

Messrs Sita Singh.

153. WW19 and 20 have given evidence that for making a woollen coat or terylene coat, a tailor gets Rs. 11, whereas the company charges Rs. 55 for a woollen suit, and Rs. 65 for terylene suit. For a woollen suit,

the cost of material is not more than Rs. 15. The company charges Rs. 35 to Rs. 40/- for a woollen coat alone. For a pair of woollen pants or for terylene pants a tailor is paid Rs. 4-4, but the company charges Rs. 12 for a pair of woollen pants and Rs. 17 for a pair of terylene pants. In the case of both, the cost of material used is not more than Rs. 2 in value.

Messrs Perfection Tailors.

154. The evidence of WW21 is that for a pair of woollen pants or for terylene pants Rs. 4 is paid to the tailors, but the customer is charged Rs. 15 or Rs. 18 respectively. For terylene pants the cost of material may not be more than Rs. 6.

Messrs Patiala Tailors.

155. The evidence of WW22, is, that a customer pays Rs. 15 for a pair of woollen pants but tailor is paid Rs. 4. For terylene pants the tailor is paid the same amount, but the customer is charged Rs. 18. For woollen pants the materials used is worth Rs. 2 and for terylene pants Rs. 4.

Messrs Jeewan Tailors.

156. The evidence of WW23 is, that for a woollen suit, the company charges Rs. 65 to Rs. 75 and for a terylene suit Rs. 75. For a woollen coat, the company charges Rs. 40, but pays to the tailors Rs. 13. For a terylene coat, the company charges Rs. 55, but pays to the tailors the same amount of Rs. 13.

Messrs L. R. G. Bros.

157. WW43 has deposed that for a woollen coat, the company pays to the tailors Rs. 10, and for a pair of pants Rs. 4, but the customer pays Rs. 30 to Rs. 40 for a woollen coat, and Rs. 10 to Rs.18 for a pair of woollen pants.

Messrs New Star.

158. According to the evidence of WW44, the customer pays Rs. 40 for a woollen coat, and Rs. 12 for a pair of woollen pants. The tailor gets Rs. 11 for a woollen coat and Rs. 4-8 for the pants. The material used for a woollen coat is not worth more than Rs. 12, and for a pair of pants Rs. 2-8.

DARYAGANJ

Messrs Kumar Tailors.

159. The evidence of WW47, 49 and 50 has been relied upon in this connection. The evidence of WW47 is, that for a woollen coat, he gets

Rs. 12. The cost of material used is not more than Rs. 12 to Rs. 14 in value. For a woollen suit, the customer pays Rs. 65 to Rs. 70, but the material used will not cost more than Rs. 18. For terylene suit Rs. 65 to Rs. 75 is charged. According to the evidence of WW49, for a pair of woollen pants a tailor gets Rs. 4-12, but the customer is charged Rs. 14 to Rs. 16 therefor. The material used is not worth more than Rs. 3 for a pair of pants. The customer is sometimes charged Rs. 80 for a woollen suit. The evidence of WW50 is, that for a woollen suit, not more than Rs. 15 worth of material is used.

Messrs Elite Tailors.

160. WW48 has deposed, that his company charges Rs. 65 for a woollen suit. For a woollen coat, a tailor is paid Rs. 12 and for a pair of woollen pants Rs. 4-4. The material used for a woollen suit will not be worth more than Rs. 18/8 in value. For a woollen suit, which is required urgently, a customer is charged Rs. 80 but no extra remuneration is paid to the tailors.

Messrs Fair Deal Tailors.

161. We have the evidence of WW65 and 66 in this connection. According to their evidence the company charges Rs. 60 for a woollen suit with cotton buckram and Rs. 80 with woollen buckram. The cost of material used generally for a woollen suit, does not exceed Rs. 18 in value. A tailor gets Rs. 13 for woollen coat and Rs. 4 to Rs. 5 for a pair of woollen pants. The evidence also shows that the earnings of the tailors are from Rs. 90 to 120 per month.

Messrs Sharma Tailors

162. We have the evidence of WW70 and 71 in this connection. According to them for a woollen suit, a customer has to pay Rs. 60 generally, but with woollen buckram, the company charges Rs. 75. For a terylene suit, the customer is charged Rs. 65. The material used for a suit generally is worth not more than Rs. 13. For a woollen coat, a tailor is paid Rs. 13, and for a pair of woollen pants Rs. 4-8. The earnings of the tailors are generally from Rs. 80 to Rs. 125 per month.

PAHARGANJ

Messrs Bajaj Tailors.

According to the evidence of WW62, the company charges Rs. 60 to Rs. 70 for a woollen suit. The material used is not worth more than Rs. 10. For a woollen coat, the company pays the tailors Rs. 12, and for a pair of woollen pants Rs. 4-4. The material used is not worth more than Rs. 1-8 for the woollen pants. The customer, however, pays

Rs. 12 for a pair of woollen pants. The earnings of a tailor during the peak season are about Rs. 100 per month.

CHANDNI CHOWK

Messrs Verma & Company.

We have the evidence of WW72 and 73 in this connection. According to their evidence for a woollen suit, the company charges Rs. 65 ordinarily; Rs. 75 is charged if woollen buckram is used and Rs. 90 for a terylene suit. The material used for the suit is not more than Rs. 15, but if woollen buckram is used, it will be Rs. 20. For a woollen coat, or terylene coat, a tailor gets Rs. 12. For a pair of woollen pants the tailor gets Rs. 5, but for a pair of terylene pants he gets Rs. 4-8.

KASHMERE GATE

Messrs Mohd. Umar.

WW24 and 25 have spoken to the conditions of services in this company. According to the evidence of WW24 for a woollen suit, Rs. 95 to Rs. 110 is charged. The same is charged for a terylene suit. For a Shervani the customer has to pay Rs. 80. For a woollen suit, the material used is worth Rs. 15, but if the best material is used, it will be Rs. 18-8 in value. The witnesses, however, say that the customer is charged at the higher rate as for the best material, but ordinarily material is used which is not capable of detection. As already pointed out, the tailors in this company are all monthly paid.

166. It may be noted that I have set out in detail the rates for woollen and terylene garments. There is also evidence about rates for wearing apparel made of cotton also. But it is unnecessary to get lost in a jungle of rates. Even though, the rates alone can be regarded as affording a guide to the fixation of wages on the evidence on record, it will be sufficient to take into account the rates for woollen and terylene garments for which higher rates are charged as compared with cottons.

167. Now taking the terms of reference, term No. 3 relates to fixation of rates of wages and scales and pay and Dearness Allowance for the persons employed on piece rates or otherwise in the tailoring establishments. I have found above that all the tailors are workmen employed in the industry as laid down in the Industrial Disputes Act. The contention on behalf of the managements that the several tailors working in Delhi are independent contractors, or workmen of independent contractors, has been demonstrated to be untenable. The several tailors who are all "workmen" as defined in the Industrial Disputes Act and who are also employees of the owners of the establishments in which they work are entitled to relief, provided such relief is open to them.

168. Firstly taking the demand for fixation of wage scales, it is alleged in the claim statement filed on behalf of the tailors that in case, the court decides on time rates, instead of piece rates, pay scales may be introduced as follows :—

Monthly paid tailors.—Rs. 150-10-300 or whatever may be found to be fit and proper.

169. In my opinion, there is no case made out for fixation of pay scales at present. As is clear from the evidence, that very few persons working as tailors are employed by the month. Among the establishments that have been referred to in this enquiry, only Mohd. Umar & Sons and Anne Model Tailors have monthly paid employees. In some of the establishments in Connaught Place, some of the tailors are monthly paid. In every establishment the cutter is a monthly paid employee. Considering however, the fact that at present, most of the tailors are only paid by piece rates, and considering also the fact, that the work is more in winter months than in summer months, it is not possible to fix pay scales. Ajit Das Gupta was frank enough to confess that on the evidence that has been adduced in this case, the demand for introduction of pay scales for all the tailors was not tenable. It is also seen from the evidence that the tailors earn more during the peak season, than in other parts of the year. It is also clear that the number of employees employed in the establishments varies according to the season. It is more during the peak season than in other months. I hold that the demand for introduction of pay scales for all the tailors cannot be up-held for the present.

170. So far as piece rates are concerned, I am of the opinion that they are on the low side, and there must be a revision of the same in the upward direction. In the statement filed on behalf of the tailors, it is alleged, that in Connaught Place, the amount charged as making charges, ranges from Rs. 135/- to Rs. 180/- for a suit, while the workmen are paid from Rs. 20/- to Rs. 40/- per suit. In Karol Bagh area, the charges for a suit are alleged to be from Rs. 55/- to Rs. 75/-, whereas the tailors are paid from Rs. 17/- to Rs. 20/- per suit. In Chandni Chowk area, the charges are said to be from Rs. 50/- to Rs. 55/- per suit, while the workmen are paid from Rs. 14/- to Rs. 18/- per suit. For making a two piece suit, 4½ days are required. It is thus alleged that a workman gets Rs. 14/- or at the highest Rs. 21/- for working 4½ days, and Rs. 20/- or Rs. 21/- at the highest.

171. I have set out in detail, the evidence regarding the several piece rates as obtaining in several establishments. Firstly, taking Connaught Place area, the amount levied for making a two piece suit is from Rs. 135/- to Rs. 150/-. The amount levied from customers for a 3 piece suit is much higher. Normally only two piece suits are got stitched, and the rates

therefor may be taken into consideration. In Connaught Place, we have also other establishments, for example, Soni Tailors charging only Rs. 80/-. Thus the rates range from Rs. 80/- to Rs. 150/- This may be due to the fact that better material is used with higher priced suits, and there may be more hand stitching. In any case, what is important to note is, that even in Connaught Place area, the rate is never less than Rs. 85/- for a two piece suit. The maximum amount the tailors get for preparation of a coat and a pair of trousers is about Rs. 25/-. The evidence discloses that the cost of material used for making a two piece suit does not exceed Rs. 20/- in value. Therefore, at the highest Rs. 50/- may be taken as being the cost incurred by the owners for making a two piece suit, but this is on the liberal side. It is clear from the evidence that where better material like woollen buckram is used, extra rates are charged, and the management do not lose when better materials are used. There is still considerable margin between the expenses for tailoring and material incurred by the management on the one hand, and the rates levied from the customers. Considering the fact that it takes about $4\frac{1}{2}$ days to make a two piece suit and only Rs. 20/- or Rs. 21/- are earned by way of piece rates, it is reasonable to infer that the existing piece rates are low. As one of the witnesses has deposed, the average wages of the tailors do not exceed Rs. 3/- per day. It cannot be disputed that the tailors are skilled workmen. They are entitled to better remuneration. In these circumstances, the demand for 25% increase in the piece rates must be upheld.

172. This conclusion even in regard to areas other than Connaught Place, is also reasonable, and must be conceded. In the said areas, the remuneration of the tailors is much less than what it is in the establishments of Connaught Place. Sometimes the tailors are paid Rs. 11/- for a woollen coat and Rs. 4/- for a pair of woollen trousers. But the rates charged from customers are not less than Rs. 55/- even at the lowest. They are higher and range from Rs. 65/- to Rs. 85/-. The cost of material is not higher than Rs. 15/-. As some witnesses have stated whereas higher rates as for better material are charged, only inferior material is used and this is not capable of detection. There are generally 26 working days and there is a weekly holiday without wages now. In the decision in *Matchwell Electricals and Their workmen*, 1964, I.L.L.J. 456, the Supreme Court laid down at page 457 as follows :—

“There is, however, force in the last contention urged on behalf of the appellant, namely, that the Tribunal has made a mistake in multiplying the daily rate paid in these three concerns by 30 instead of 26. Learned counsel for the respondents fairly conceded that this mistake has apparently been made by the tribunal. The result of this mistake obviously has been that higher wages have been taken for comparison with the consequence that higher wages have been fixed in this concern

than would otherwise be possible, if the multiplier was 26 and not 30."

Therefore, even granting that 26 days should be taken into account, while calculating the piece rates, the demand for 25% increase is justified in the case of other establishments also and this is the minimum. Even granting that the rates levied in these establishments is about Rs. 55/- the lowest, even then there is sufficient margin for increase in piece rates as demanded. The material used in the establishments charging the lower rates is inferior material. In my opinion in all the areas in Delhi where the tailors are working, the demand for increase in price rates by 25 per cent is justified and must be granted. It is true that the financial impact of the increase has to be considered. But there is no appearance on behalf of the several managements and they have rendered no assistance in this enquiry. I have only the evidence in regard to the rates charged in the several establishments, and the piece rates paid to the several tailors, and the cost of material used for making the dresses. Taking these facts into consideration, I find that there should be an increase of 25% in the remuneration paid to the several tailors, whether they are piece rated or whether they are monthly paid employees. This increase can by no means be said to be unjustified. The tailors are all skilled workmen. A person who gets Rs. 15/- for stitching a woollen coat and a pair of woollen pants will get about Rs. 19/-, if the rate is increased by 25%. This will be the remuneration earned by him for 4 days. This works out at Rs. 4/12/- per day. Multiplying this by 26, the total remuneration comes to Rs. 130/-. This by no means can be considered to be excessive. This is just a little higher than what was held to be the need based minimum wage of Rs. 125/ adopted at the 15th Labour Conference, for unskilled workmen. There is also the increased cost of living to be taken into account. I find that the remuneration of the tailors should be increased by 25% i.e. 25 paise per rupee, whether such remuneration takes the form of piece rates or monthly salaries. The increase must be given to all the tailors in Delhi, and the piece rates that are being given to them for different kinds of garments whether of cotton or terylene or of any material shall be enhanced as above. This will be inclusive of the 64% increase if any, already given, in the matter of piece rates, as per agreement dated 7th December 1963. (Annexure A).

173. Nextly the demand is for Dearness Allowance of 25% of the wages. In my opinion this demand cannot be conceded under present conditions. The tailors must be satisfied for the present with the 25% increase in piece rates. I find that no separate Dearness Allowance can be given.

174. Nextly the question is with reference to the demand for rules and regulations governing the working of the tailors in several establishments. I do not believe that there is any need for rules and regulation at present. Mr. Ajit Das Gupta stated that for the present there was no need for the formulation of any such service rules. It is not at all possible to hold that

rules and regulation on the model of the Industrial Employees Standing Orders can be introduced in the establishments doing tailoring work. The demand for introduction of rules and regulation regarding service conditions, at present as set out in the statement of claim filed on behalf of the union cannot be upheld.

175. The next demand is for leave. At present only weekly rest day without wages is being observed. There is no provision for annual leave or casual-cum-sick leave. In view of my finding that all the tailors in question are "Workmen" within the meaning of the Industrial Disputes Act, they will be entitled to the benefits conferred under the various Enactments like Delhi Shops Act and other similar enactments applicable to them, subject to the limitations contained therein. The tailors will be entitled to such leave as is prescribed in the enactments applicable to them.

176. So far as festival holidays are concerned, the tailors are entitled to holidays with wages for the three National holidays on 26th January, 15th August and 2nd October, and the wages payable to them will be as provided in the Delhi Shops Act. I find accordingly.

177. Lastly the contention on behalf of the union by Ajit Das Gupta is, that the conditions under which the tailors are working are very bad and there must be improvement in these conditions. From the evidence of the witnesses, it is clear that even in establishments situated in Connaught Place, the conditions are by no means good. Most of the workshops, where the tailoring work is done are ill-ventilated and ill-lighted and are not provided with sanitary arrangements. In some of the establishments, there is no provision for even drinking water. In areas other than Connaught Place, the conditions are much worse. It is clear from the evidence that sometimes the workers have to carry on their tailoring work on galleries in a stooping posture. They have to climb up, and come down from the galleries by means of ladders, and the evidence shows that the accidents do happen. One tailor broke his leg while coming down from the gallery. In Brij Bros. a worker lost his life, because he could not escape quickly from the gallery where he was working, when fire broke out in the shop. The conditions under which the tailors work need improvement, and better workshops, better lighting and better sanitary facilities must be provided for them.

178. Item No. 4. This term of reference deals with the demand for benefit of social security and other labour legislation, such as Employees Provident Fund Act, Delhi Shops & Establishments Act, and Factories Act. In my opinion, no amendments are necessary in the several enactments referred to, because I have found, that all the tailors working in the several establishments are "Workmen" within the meaning of the terms in 2(s) of the Industrial Disputes Act and they are also employees of the said establishments. In such circumstances, the several enactments referred

to above are applicable to them subject to such limitations that may be contained in the said enactments. For example, these tailors do come within the meaning of the term "Workers" in the Factories Act and "Employees" in the Delhi Shops & Establishments Act. They are entitled to all the benefits of these enactments including the Industrial Disputes Act. In these circumstances, there is no need for amendments in any of these enactments.

179. Item No. 5. This term deals with the question of the existence of the system of employment of contract labour, and I am asked to suggest whether such system should be abolished and if not, what remedial measures are necessary. I have found above that all the tailors are "workmen" within the meaning of the Industrial Disputes Act, and there is no contract system in any of the establishments in question. Therefore there is no question of abolition of the contract system, and suggestion of remedial measure on the basis of continuance of the contract system, does not arise.

180. The above is my report regarding the various terms of reference.

TERMS OF AGREEMENT.

ANNEXURE A

1. On the intervention of the Labour Office, the Delhi Tailoring Mazdoor Union, Delhi, under whose auspices the tailors in the various tailoring establishments of Delhi struck work w.e.f. 22nd November, 1963 has agreed to call off strike with immediate effect.

2. The Delhi Administration had long talks with the representatives of the Tailors and Drapers Association, Delhi State, New Delhi. As a result of these discussions, the tailoring establishments have agreed to grant an ad-hoc increase of 6½% in rates of tailors as a gesture of goodwill. This increase will be admissible to all the tailors who have not received any increase during the year 1963.

3. The Delhi Administration proposes to set up a Court of Inquiry to go into the question of all demands of the tailors and other connected matters. The tailoring establishments and also the workers shall co-operate with the proposed Court of Inquiry.

4. Both the parties agree to maintain the *status quo* as on 21st November, 1963. All the workers who might have been dismissed during the present strike will be taken back on work and the dismissal orders will be withdrawn. The workers shall not boycott any of the shops for reason of their demands.

5. The above agreement has been reached without prejudice to the rival contentions of the parties.

Representing
Tailors & Drapers Association,
Delhi State, New Delhi.

1. SHRI RAM PRAKASH
2. SHRI J. C. WADEHRA.
3. SARDAR AKHTAR SINGH.
4. SHRI BHAGWAN DASS.
5. SHRI UMRAO SINGH VERMA.
6. SHRI M. M. AGGARWAL.
7. SHRI D. C. CHADDA.

Representing
Delhi Tailoring Mazdoor Union,
Delhi.

1. SHRI SUSHIL BHATTACHARYA.
2. SHRI FAZAL AHMED.
3. SRI SOBHA SHILAN.

S. S. SANZAGIRI,
Conciliation Officer, Delhi.

This the 7th day of December, 1963.