

JAIPURIA INSTITUTE OF MANAGEMENT, NOIDA

PGDM / PGDM (M) / PGDM (SM)

FOURTH TRIMESTER (Batch 2024-26)

END TERM EXAMINATIONS, OCTOBER 2025

SET-1

Course Name	Industrial Relations and Labour Laws	Course Code	20323
Max. Time	2 hours	Max. Marks	40 MM

INSTRUCTIONS:

- All the questions are compulsory, against which marks are indicated.
- Permissible Similarity is 10%, Penalty Clause: 11-20% - Minus 5 Marks, > 20% - Reappear.**
- Show all the steps and calculations.
- Provide reasoning where legal interpretations conflict.
- Be precise and objective in your answers with a max. word limit of 800 words.

In 2025, Lala Industries Ltd. ran a chemical plant with 2,200 workers (1,400 permanent, 800 contract). Priya (₹85,000/month) joined July 2010, worked half-time in Feb 2025, delivered triplets in March, and resigned 28 Aug 2025 after 14 yrs, 7 m, 28 days. Management deducted Feb wages, denied gratuity, claiming resignation extinguished maternity dues. Redundancy announced Sept for other analysts. In April, a furnace blast injured Ramesh (40 yrs, ₹28,000/month), hospitalized 120 days, certified with 60% permanent partial disablement. Anand (35 yrs, ₹22,000/month, contract worker) died instantly. Contractor defaulted PF/insurance; principal employer denied liability. Inspection found: 2 safety officers for 2,200 workers, no logbooks/medical checks, 100 women contract workers on night shifts without a crèche, wages partly in cash and coupons, and no payslips.

By June, unrest escalated — 500 permanent and 300 contract workers abruptly stopped work, claiming unsafe conditions. Management declared it an illegal strike and responded with a lockout. During the lockout, 120 workers (80 permanent, 40 contract) were served retrenchment notices without individual hearings, and 12 union leaders were dismissed even as conciliation proceedings were ongoing. The union argued in Air India (1997) that the Supreme Court held that once contract labour is abolished, workers must be automatically absorbed by the principal employer to prevent them from becoming jobless. Management countered with SAIL (2001) wherein a Constitution Bench overruled Air India's judgement, ruling that no automatic absorption takes place; workers can be regularized only if the contract is proved to be a sham or camouflage. Meanwhile, a government notification abolishing contract labour in hazardous processes had been issued but was under appeal, leaving its enforceability uncertain and contested.

Questions

Q1: Assess Priya's maternity benefit and gratuity based on her service, and **analyse** whether her half-time work in February and her resignation status affect her entitlement and dues in case of retrenchment. (10 marks) – **CLO3**

Q2: Estimate the compensation amounts due to Ramesh for partial disablement and Anand for death. **Justify** whether worker negligence or contractor defaults affect these payments, and how the compensation would change if Anand were permanent or if Ramesh had died. (10 marks) – **CLO3**

Q3: With only two safety officers for 2,200 workers, 100 women on night shifts without crèche, and wages partly in non-cash form, **examine** workplace rules to identify breaches. **Analyse** overlapping protections for women and contract workers, along with the principal employer's liability vis-à-vis contractors. (10 marks) – **CLO2**

Q4: Examine the lawfulness of the strike, lockout, retrenchment, and dismissal, and **analyse** retrenchment dues and whether the 40 contract workers can claim absorption under conflicting interpretations and pending policy notifications. (10 marks) – **CLO2**