

M.B.A Semester-III Examination
HUMAN RELATIONS AND LEGAL FRAMEWORK

Time : Three Hours]

[Maximum Marks : 70

Note :— (1) Attempt **ALL** the questions.

(2) Figure to the right indicate full marks.

SECTION—A

1. (a) Explain in detail the sources of Industrial Jurisprudence in India. Discuss the specific of labour legislation in India. 14

OR

- (b) Explain in detail the significance of labour laws. Discuss socio-economic environment of labour laws in India. 14

SECTION—B

2. (a) Explain the provision of the Industrial Disputes Act, 1947, relating to strike and lock-outs. 7

- (b) Mr. Subramaniam is the Chief Executive in CEATS PVT. LTD. ; as he is working in higher position, he has attitude of it and is always very rude to every employee, with the same habit to be rude and arrogant with female employees. Considering his behaviour what sort of disciplinary action needs to be taken against him ? 7

OR

- (c) Explain the process of domestic enquiry with the role of enquiry officer. 7

- (d) Mr. Rupchand is an employee of Techalpha Manufacturing Company. He is in habit of always doing misbehaviour or misconduct, but because of his excellent performance, management overlook his misconduct or not take him seriously. New HR manager has decided to take action against him. Help HR manager to draft a memo to issue it to Mr. Rupchand for his misconducting behaviour. 7

3. (a) Explain the applicability of Employees' state Insurance Act, 1948. Describe the various benefits payable under the Act. 7

- (b) Mitali took her maternity leave but forgot to let her employer know her intention to return to work. She was returning since she called into work about 2 months before and was sure she told them she would be coming back. When she did return however, her employer told her that she had been replaced and refused to take her back. The employer said the proper written notice of the intention to return had not been given in writing. Mitali was very upset. Justify this case. 7

OR

- (c) What is Gratuity ? What are the conditions to get gratuity ? 7

- (d) A worker met with a serious accident during the time when he left his organisation and was crossing the road. After enquiry it was found that the accident happened because of his negligence. Is worker eligible for compensation. Justify. 7

SECTION—C

4. (a) What are the safety measures under The Factories Act, 1948 ? 7
- (b) Describe the scope and coverage of Contract Labour Act. 7

OR

- (c) Explain the provisions relating to hazardous process under The Factories Act, 1948. 7
- (d) What are the objectives of Regulation and Abolition (Abolishment) of Contract Labour Act, 1970 ? 7

SECTION—D

5. Mr. Kishore is a workman employed in the dispatch department of a cement factory. The factory is located in one of the towns of a politically sensitive state. It employs about 1,500 employees besides the managerial staff. The annual turnover of the company is around Rs. 150 crores and its capacity utilization is 75 percent. The Factory has three unions besides a Security Staff Association and a Management Association. For eight years, only one union has been recognized, on the basis of its claim that it has the largest following of workmen. Continued recognition of a single union led to strained relations between the two unrecognized unions and the Management, and also among the Unions themselves. Mr. Kishore is an office bearer of one of the unrecognized unions. The industrial relations situation in the factory has been fluctuating from periods of harmony to periods of disturbances. On December 10, 2016, Mr. Kishore fell down from the ladder, while working during the second shift. This accident resulted in serious injury to his right arm. He was admitted in a government hospital for treatment. An accident report was sent to the Commissioner under Workmen's Compensation Act, to determine the amount of compensation, if any to be paid to Mr. Kishore for the loss of any earning capacity. Meanwhile, the union in which he is an office bearer requested the Management to pay a sum of Rs. 5,000 as advance to the injured workman for covering medical expenses. It also stated that the above amount may be deducted from the compensation which Mr. Kishore may get, according to the Commissioner's decision. The management paid Rs. 3,000 as advance, after obtaining the written undertaking from the union that this amount will be deducted from the compensation payable. The union also agreed to this condition. It also arranged for the release of Rs. 2,000 from the Labour Welfare Fund. The medical officer treating the workman submitted a report in February, 2017. The medical report did not mention any kind of disablement (full/ partial/ Temporary/ permanent) to the workman. The Commissioner, after processing the case and studying the report, ruled that the workman, Mr. Kishore shall be paid only half-monthly wages for these two months against this request for compensation as there was no permanent or partial disablement. On receipt of this report from the Commissioner, the management asked the workman to repay Rs. 3,000 given as an advance and requested the union to do the needful in this regard. The union, however, pointed out that at the time of taking advance, both the union and workman had agreed that this amount will be recovered from the compensation payable and since no compensation is payable, the workman should pay back the advance. The, Management, further pointed out that it cannot waive the recovery of the above advance as it is bound by the rules. The union however insisted that Management should not proceed on the recovery of advance from the workman. The management also heard rumours that the said union may stage "show down" over this issue.

Questions :

- (a) Analyze the causes which led to the problem. 4
- (b) How should one deal with such a situation ? 4
- (c) Discuss the Act under which this case can be dealt. 6