

## PROBLEMS FACED BY CONTRACT LABOURS IN INDIA

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### ABSTRACT:

This paper aims to study about the concept of contract labour system in India. Contract Labour is one of the acute forms of unorganized labour. Under the system of contract labour workers may be employed through contractor on the contract basis. Workmen shall be deemed to be employed as “contract labour” or in connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer. In this class of labour the contractors hire men (contract labour) who do the work on the premises of the employer, known as the principal employer but are not deemed to be the employees of the principal employer. The range of tasks performed by such contract workers varies from security to sweeping and catering and is steadily increasing. It has been felt, and rightly too, that the execution of a work on contract through a contractor who deployed the contract labour was to deprive the labour of its due wages and privileges of labour class.

### KEYWORDS:

Contract, employer, contractor, wages, tasks, privilege.

### RESEARCH QUESTION:

Problems faced by the contract labourers in work

**RESEARCH METHODOLOGY:**

The research methodology used in the project is the nonempirical type of research. The sources from where the data has been collected are the secondary sources. The secondary sources are used for referring the case law and collecting the material. Material is also collected from the print and electronic media like various search engines and internet database. From the collected material and information research proposes to critically analyse the topic of the study and tries to teach the core aspects of study.

**OBJECTIVES:**

- To find out the Equal treatment in the course of Employment
- To find out the problems faced by the contract labourers
- To find out the Reason for enactment of Contract Labour Regulation Act 1970
- To find out the Security of the Labourers

**HYPOTHESIS:**

There are no proper laws enacted for the prevention of problem in contract labour.

There are special laws enacted for solving the problems of Contract Labourers

**INTRODUCTION:**

The contract worker is a day by day bet or the every day compensation are amassed and given toward the finish of the month. The ventures legitimize contract work because the prerequisite is transitory or occasional. In any case, there are prepared examples of agreement work being conveyed for errands as security, clearing and cleaning, however it is hard to appreciate how these assignments are impermanent and don't legitimize full time general representatives. The administrations attempt to by-pass the arrangements of social enactments unless they are legitimately caught or constrained by conditions, while the legal has dependably maintained the idea of social equity, nobility of human rights and laborer's welfare. The arrangement of utilizing contract work is common in many enterprises in various occupations including gifted and semi-talented employments. It is additionally pervasive in horticultural and unified activities and to some degree in the administrations part. A worker is esteemed to be utilized as Contract Labor when he is procured regarding crafted by a foundation by or through a temporary worker.

### **CONTRACT LABOUR SYSTEM – AN OVERVIEW**

Contract labour is for the most part alludes to "Laborers utilized by or through a delegate on work of any foundation". Such work can be recognized from the immediate laborers as far as worker manager relationship and the strategy for wage installment. The agreement work does not have any immediate association with the essential manager. It has a particular method for working not at all like in some other classes of work like changeless, transitory, easygoing and so on.

The agreement work framework depends on triangular connection between the client endeavors, the contractual workers including the sub-temporary workers as center man, and the laborer. The specialists are selected by an outside organization or individual and are provided to a foundation or connected on its work.

### **HISTORICAL BACKGROUND**

The historical backdrop of labour legislation in India is normally entwined with the historical backdrop of British imperialism. The modern/labour legislations ordered by the British were basically proposed to secure the interests of the British managers. Contemplations of British political economy were normally vital in forming a portion of these early laws. The most punctual Indian statute to manage the connection amongst business and his laborers was the Trade Dispute Act, 1929 (Act 7 of 1929). Arrangements were made in this Act for limiting the privileges of strike and bolt out however no hardware was given to deal with debate. The substance of this association was collectively endorsed in a tripartite meeting in December 1947 in which it was concurred that labour would be given a reasonable wage and reasonable labouring conditions and consequently capital would get the fullest co-task of labour for continuous creation and higher profitability as a feature of the methodology for national financial improvement and that all concerned would watch a détente time of three years free from strikes and lockouts.

At last the Industrial Disputes Act (the Act) brought into drive on 01.04.1947 canceling the Trade Disputes Act 1929 has since stayed on statute book. In India, a lawful meaning of agreement labour is given in Contract Labor (Regulation and Abolition) Act, 1970. As indicated by Section 2(b) of the Contract Labor (Regulation and Abolition) Act, 1970, a laborer should be esteemed to be utilized as "contract labour" in or regarding crafted by a foundation when he is procured in or regarding such labour by or through a temporary labourer, with or without the

learning of the main boss. The articulation "utilized in or regarding crafted by the foundation" does not imply that the activity relegated to the labourer must be a piece of, or coincidental to, the labour performed by the essential boss. Further, specialists utilized by a licensee for its own particular advantage are not considered as contract labourers. So also, a changeless representative of the temporary labourer who could be set at various foundations at the decision of the contractual labourer isn't called as contract labourer.

Contract Labor is a noteworthy and developing type of business. The act of utilizing contract labour is watched everywhere throughout the world and has been in activity since ages. The source of Contract Labor can be followed back to the development of the little scale enterprises which discovered it monetarily unfeasible or unviable to attempt all exercises of creation process themselves and subsequently completed some piece of labour from specialists procured through temporary labourers. The agreement specialists for the most part have a place with the chaotic segment as they need bartering power, have almost no government managed savings and are frequently occupied with dangerous occupations which could imperil their wellbeing and security. They regularly have next to zero security of business. In any case, factors like absence of progression of labour, trouble in guaranteeing nearer supervision by the business, higher yield or efficiency of such specialists, cost adequacy, adaptability in labor arrangement, assistance for concentrating on center capabilities, and so forth., constitute points of interest of the arrangement of agreement labour. Different Committees and Commissions set up to investigate the agreement labour frame labour laws prescribed its annulment. Be that as it may, perceiving the need and certainty of this frame labour in the undeniably unverifiable business condition, the Labor Investigation Committee in 1946, prescribed the annulment of agreement labour, wherever conceivable, and its control wherever cancellation was impractical. In light of this view, the Contract Labor (Regulation and Abolition) Act, 1970 was passed in 1970. Under this Act, Contract Labor has been prohibited in specific classes of labour. This Act applies to each foundation in which at least twenty labourers are utilized or were utilized on any day of the former a year as contract labour and to each contractual labourer who utilized on any day of the previous a year, at least twenty laborers in the foundation of chief boss. This Act isn't connected to foundations in which labour just of a discontinuous or easy going nature is performed. The goal of the Act is to guarantee sound labouring environment condition, solid labouring conditions, convenient Payment of wages and installment of full wages. Segment 16-19 of the

Act cover fundamental offices like bottle, restrooms, emergency treatment and so on to be given to contract labourers.

Be that as it may, Section 20 and 21 of the Act settles the obligation of the chief boss in the event that when these offices are not given by the contractual labourer inside the time endorsed thereof and furthermore installment of wages. As indicated by section 21(3) of the Act, it might be the obligation of the contractual labourer to guarantee the dispensing of wages within the sight of the approved illustrative of the primary boss. According to Section 21(4), in the event that the temporary labourer neglects to make installment of wages inside the recommended period or makes short installment, at that point the foremost manager should be subject to make installment of wages in full or the unpaid funds owed, by and large, to the agreement labour utilized by the contractual labourer and recoup the sum so paid from the contract based labourer either by reasoning from any sum payable to the contractual labourer under any agreement or as an obligation payable by the contractual labourer. Aside from contract Labor (Regulation and Abolition) Act, 1970, there are a few different Acts which gives lawful assurance to contract labourers/representatives w.r.t. government disability and different rights. These rights are secured under Minimum Wages Act, 1948, Unorganized labourers Social security Act, 2008, the Employees' Provident assets and Miscellaneous Provisions (EPF&MP) Act, 1952, the Employees State Insurance Act, 1948 and Employees Compensation Act, 1923 (prior known as labourmen Compensation Act, 1923). There are different arrangements under these Acts which guarantees that comparable rights and securities might be given to contract labour, which are accessible for a normal laborer. Actually, on account of the status of Contract Laborer as labourer (contingent on the no. of specialists in an association), all labour laws are relevant on Contract Labor.

To regulate this system the government enacted the **Contract Labour (Regulation & Prohibition) Act, 1970** to secure the status of contract labourers and to abolish them from certain establishment and it came into force on 10.2.1971<sup>1</sup>

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<sup>1</sup> <http://www.legalservicesindia.com/article/article/regulation-of-contract-labour-616-1.html>

**THE CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970:**

In India, contract workers are secured by the Contract Labor Regulation and Abolition Act, 1970. An agreement worker is characterized in the Act as one who is procured regarding crafted by a foundation by a primary business through a contractual worker. While a contractual worker is the provider of agreement work for the association, a central boss is the individual in charge of the control of the foundation. This demonstration applies to any foundation in which at least 20 laborers are utilized on an agreement premise on any day of the most recent multi year and furthermore to all contractual workers who utilize or have utilized at least 20 laborers on any day of the first a year. Each primary manager to whom this demonstration applies should enroll his foundation in the recommended way to employ contract labour.<sup>2</sup> Dissimilar to the business part, by and large, there is no arrangement for staying unregistered. On the off chance that the Government anytime of time is disappointed with the practices tailed, it can deny the enrollment of a foundation. Contract specialists should be paid according to the lowest pay permitted by law act. For the wellbeing and welfare of agreement workers certain arrangements have been influenced required by the Contract To work Act, for example, safe drinking, bottle offices, emergency treatment offices and so on. Government managed savings covers as far as provident store advantages and therapeutic offices should be additionally given to the agreement workers. It is the essential duty of the contractual workers to give all offices to the specialists as depicted in the Act. Be that as it may, the chief boss ought to guarantee the nearness of his approved delegate at the place and time of dispensing of wages by the temporary worker to the laborers and it is the obligation of the contractual worker to guarantee the payment of wages in his/her essence. In any case, if the temporary worker neglects to pay compensation or give different offices, the duty falls on the vital business. Field officers of work office should lead general investigations to recognize infringement of the arrangements of the Act.<sup>3</sup>

Aside from the administrative measures gave under the Act to the advantage of the agreement work, a legislature can deny work of agreement work in any foundation in any procedure activity or other work. Such confinements are regularly chosen the premise of whether the work is lasting in nature or the work is accidental for a foundation. In such cases it is additionally inspected whether the work is being done customarily through customary laborers in

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<sup>2</sup> [http://www.arthapedia.in/index.php?title=Contract\\_Labour](http://www.arthapedia.in/index.php?title=Contract_Labour)

<sup>3</sup> <http://www.legalservicesindia.com/article/article/regulation-of-contract-labour-616-1.html>

that foundation or a comparable foundation. Despite the fact that the Act lays controls concerning how the legally binding work ought to be kept up and there are government authorities for investigation to recognize infringement of the standards, as a result of the nearness of two separate administration frameworks, viz., the contractual worker and the foremost boss, manager representative relationship regularly ends up obscured. Thus, contract work frequently does not get its due and this has offered ascend to various litigations.<sup>4</sup>

### **REASONS FOR THE ENACTMENT OF CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970**

Contract workers likewise experience the ill effects of second rate work status, easygoing nature of business, absence of professional stability and poor financial conditions. It was likewise watched that at times the agreement workers did likewise fill in as the specialists specifically utilized by the industrialist however were no paid similar wages and a similar working conditions. This routine with regards to contract work has likewise prompt the misuse of these workers as they are not utilized specifically under the employer.<sup>5</sup>

This routine with regards to abuse was and still is especially predominant in India, in this way to experience such issue and furthermore to control the states of these workers the Govt. passed an Act called the Contract Labor (Regulation and Abolition) Act, 1970. The Act was likewise passed to give authoritative assurance to these specialists who had no rights to guarantee what they merited like essential conveniences, urinals, drinking water office and so on. Moreover these agreement workers before the order couldn't profit the rights and advantages which were benefited by the changeless specialists under various work and modern arrangements.

### **REGULATION OF CONTRACT LABOUR**

For direction of agreement work a proper government by a request informed in the Official Gazette may select people being Gazetted officers of Government, as it supposes fit to permit officers for the motivations behind this Act is with the end goal of the control of agreement work. The suitable government likewise characterizes restrict, inside which a permitting officer might practice the forces presented on authorizing officers by or under the Act. Assist with impact from such date as the proper Government may, by notice in the Official Gazette, designate, no contractual worker to whom this Act applies, should attempt or execute

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<sup>4</sup> [http://www.arthapedia.in/index.php?title=Contract\\_Labour](http://www.arthapedia.in/index.php?title=Contract_Labour)

<sup>5</sup> <https://blog.ipleaders.in/regulatory-overview-of-contract-labour-in-india/>

any work however contract work aside from under and as per a permit issued for that benefit permitting officer. The permit given to the contractual workers incorporates into specific, conditions as to long stretches of work, obsession of wages and other basic enhancements in regard of agreement work as the fitting Government may consider fit to force as per the standards, assuming any, made under Section 35 and should be issued on installment of such charges and on store of such aggregate, assuming any, as security for the due execution of the conditions as might be endorsed. recouped by the key business from the contractual worker either by finding from any sum payable to the temporary worker under any agreement or as an obligation payable by the temporary worker. A contractual worker might be in charge of installment of wages to every laborer utilized by him as contract work and such wages should be paid before the expiry of such period as might be determined. Each important business should choose an agent properly approved by him to be available at the season of dispensing of wages by the contractual worker and at might be the obligation of such illustrative to ensure the sums paid as wages in such way as might be recommended.

It should be the obligation of the temporary worker to guarantee the payment of wages within the sight of the approved illustrative of the primary manager. On the off chance that the contractual worker neglects to make installment of wages inside the recommended period or makes short installment, at that point the foremost manager might be at risk to make installment of wages in full or the unpaid funds receivable, by and large, to the agreement work utilized by the temporary worker and recuperate the sum so paid from the contractual worker either by derivation from any sum payable to the contractual worker under any agreement or as an obligation payable by the contractor.<sup>6</sup>

The suitable government must take care of its implementation hardware and guarantee that exhaustive and cautious examinations are completed by genuinely senior officers at short interims, with a view to researching regarding whether the work laws are by and large appropriately watched. It is the obligation of the temporary worker to guarantee that payment of wages is made within the sight of the approved illustrative of the central boss. The legislatures' inability to play out its commitment adds up to an infringement of Article 21, and the specialists can implement their privilege by a writ appeal to under Article 32. Section 21 has nothing to do with the wage rates. The question and reason for the said segment is to guarantee that wages

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<sup>6</sup> <https://blog.ipleaders.in/regulatory-overview-of-contract-labour-in-india/>



payable in law by a contractual worker to his laborers are paid. On the off chance that the temporary worker neglects to pay his wages legitimately payable by him, at that point under this segment, the important manager is under a commitment to pay the wages and get them repaid from the contractual worker. Whoever impedes an assessor in the release of his obligations under this Act or declines or obstinately fails to manage the cost of the controller any sensible office for making any review, examination, request or examination approved by or under this Act in connection to a foundation to which, or a contractual worker to whom, this Act applies, might be culpable with detainment for a term which may reach out to three months, or with fine which may stretch out to five hundred rupees, or with both.

Whoever resolutely declines to deliver on the request of an investigator any enroll or other report kept in compatibility of this Act or adverts or endeavors to avoid or does anything which he has motivation to accept is probably going to keep any individual from showing up previously or being analyzed by an examiner acting in compatibility of his obligations under this Act, might be culpable with detainment for a term which may stretch out to three months, or with fine which may reach out to five hundred rupees, or with both. Whoever contradicts any arrangement of this Act or of any principles made thereunder disallowing, confining or directing the work of agreement work, or negates any state of a permit allowed under this Act, might be culpable with detainment for a term which may stretch out to three months, or with fine which may reach out to one thousand rupees, or with both, and on account of a proceeding with repudiation with an extra fine which may stretch out to one hundred rupees for every day during which such contravention continues after conviction for the first such contravention.<sup>7</sup>

The reference to the work court or the modern council could be with respect to whether it is important for the administration to utilize contract work straightforwardly or in a roundabout way; to discover whether the work of agreement work is true blue or was a disguise. Only on the grounds that the contractual worker or manager has damaged any arrangements of the Act or guidelines, the court can't issue a mandamus for regarding the agreement work as having turned into the representatives of the important boss. It isn't the High Court to ask into the inquiry and choose whether the work of agreement work in any procedure, activity or in some other work in any foundation ought to be annulled or not; which is an issue fit for the choice of the legislature

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<sup>7</sup> [http://www.arthapedia.in/index.php?title=Contract\\_Labour](http://www.arthapedia.in/index.php?title=Contract_Labour)

On the off chance that any individual contradicts any of the arrangements of this Act or of any tenets made thereunder for which no other punishment is somewhere else gave, he should be culpable with detainment for a term which may stretch out to three months, or with fine which may reach out to one thousand rupees, or with both. In the event that the individual submitting an offense under this Act is an organization, the organization and also every individual accountable for, and capable to, the organization for the lead of its business at the season of the commission of the offense should be considered to be liable of the offense and might be subject to be continued against and rebuffed likewise: Provided that nothing contained in this sub-area might render any such individual at risk to any discipline on the off chance that he demonstrates that the offense was conferred without his insight or that he practiced all due perseverance to keep the commission of such offense. Despite anything contained in sub-area (1), where an offense under this Act has been conferred by an organization and it is demonstrated that the offense has been submitted with the assent or intrigue of, or that the commission of the offense is inferable from any disregard with respect to any executive, chief, overseeing operator or some other officer of the organization, such chief, director, overseeing specialist or such other officer might likewise be esteemed to be liable of that offense and should be obligated to be continued against and rebuffed in like manner. In the present day world globalization is expanding at a high pace and it is bringing about benefit arranged economies which thus prompts the advancement of agreement work. The idea of agreement work can be comprehended from the accompanying case, assume An is an industrialist and he needs to fabricate a plant and for this he enlists a man B to take care of business. This individual B contracts other individuals X, Y and Z to assemble the manufacturing plant. Presently it isn't fundamental that X, Y and Z ought to be procured by B with the authorization of A. A may not think about this agreement however B going about as a middle person has into an agreement with other individuals to complete A's work. These individuals X, Y and Z who have no immediate contact or association with An are the agreement workers.

### **REGISTRATION**

This Act made it required for the foundation and ventures to enlist before the concerned expert (Asst. Chief of Labor or Labor Officer) in a period as settled by the administration before work of agreement work. All foundations and each contractual worker which utilize or have utilized in excess of 20 contract works must enroll with the concerned expert. The application for

enlistment by the chief manager (the individual who really utilizes) must contain different particulars in connection to the foundation and it might be made in triplicate in Form-I to the enrolling officer of the region with fitting expenses as settled by the administration. The authentication of enrollment might be conceded saying the name and kind of the foundation, sort of business, most extreme no. laborers to be utilized as contract work and different particulars in connection with the agreement work in Form-II. On the off chance that there is any adjustment in the particulars of the foundation, it must be educated to the specialist inside sensible time.

### **LICENSING OF CONTRACTOR**

To secure the status of the agreement work the enactment made it compulsory for the temporary worker to acquire the permit for the agreement work from the authorizing officer of the nearby work division by applying in triplicate in Form-IV encased with Form-V of the standard business by saving the endorsed refundable security sum and the permitting expenses.

A permit issued for one contractual worker work can't be utilized for another work which is diverse in nature. A temporary worker can't participate in any work through contract work with acquiring permit from the permitting expert on the off chance that it happens the correctional move can be made against the contractual worker in like manner. The permit conceded is legitimate for the time of a year and can be renewed.<sup>8</sup>

### **Penalties**

The Contract Labor (Regulation and Abolition Act), 1970 powers certain duties and disciplines for defiance, separately. In any event of the authoritative specialist fail to suit the above workplaces, the responsibility is thus traded to the principal proprietor. While the focal business may be advanced some consolation in respect of the recovery of costs, it would, in any case, be prudent to organize obviously and describe the mutual rights and commitments, before going into a concurrence with the legally binding specialist. Conditions are presumably going to be constrained upon the legally binding laborer for consistence with the Contract Labor Act. In occasions of broad corporate houses, using considerably more than 100 laborers, it is wise to ensure that the brief specialist has as of now in each and every other condition been working in consonance with the Act, has a genuine allow and has not been at default to work portion.

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<sup>8</sup> <https://blog.ipleaders.in/regulatory-overview-of-contract-labour-in-india/>

Determination especially is required in those districts where due protection may not be given to the fundamental organizations. This Act particularly communicates the disciplines for opposition in Chapter VI (Sections 23 and 24). It must be said that an affirmed assessor under this Act has been empowered to make an examination, examination or demand as to an establishment. Regardless, in case he is looked with a deterrent, by then the individual so concerned ought to be subjected to a confinement for quite a while nearby a fine that may extend to five hundred rupees or both. Such an impediment also extends to the nonproduction of reports or registers on the demand of the analyst. At whatever point any course of action of this Act is nullified (connecting with plans relating to allow), it is proposed that such a movement has been acted against the control of understanding work. Along these lines, the individual concerned may be at fault with a confinement for a term that may extend to a biggest of three months or may be rebuffed with a fine up to one thousand rupees or both. By virtue of continuing with disavowal, an additional fine of Rs one hundred for consistently may be constrained in the midst of which such nullification continues. Portion 24 oversees other general offenses of insubordination under the speak to which the individual may be confined for up to three months or with a fine that may connect up to one thousand rupees. It should be particularly noted here that if the blameworthy party is an association, by then the association, and furthermore every one of the general population related with such invalidation, ought to be responsible for the offense (commonly and severally). Given that there is nothing to show that the association had negated the game plans of the exhibit without a prior data and had been legitimately unfaltering in its direct, the association and the in danger individuals related may be rebuked as necessities be. This in like manner fuses inconsiderateness as for the boss, head, sub-chief, expert, et cetera. Regardless, the perception of offense can simply happen if there had been a past protesting in forming concerning a particular issue of the denial and that, such a protestation was made inside three months from the date on which the charged commission of the offense went to the learning of the screen. The Presidency Magistrate or a Magistrate of the highest point of the line are locked in to endeavor such cases.

**SUGGESTION:**

Contract labour should be treated equally like all other labours. There should be due care and proper facilities should be provided to contract labours. It is the duty of the Contractor to

take care and provide all the facilities as prescribed by the government rules and regulations. The question and reason for the said segment is to guarantee that wages payable in law by a contractual worker to his laborers are paid. On the off chance that the temporary worker neglects to pay his wages legitimately payable by him, at that point under this segment, the important manager is under a commitment to pay the wages and get them repaid from the contractual worker.

### **CONCLUSION:**

Presently from the above case examination it can be effectively induced that the Courts have not built up a consistent state of mind towards the above issue. The explanation behind this is simply the Act, since it needs arrangements with respect to the same. It doesn't specify anything about the issue in concern. The Courts in this manner confronted an issue and in a portion of the judgements gave their choice exclusively in view of the premise of the arrangements given in the Act while others gave choices in light of the question of the Act i.e. to shield these workers from abuse. Presently if the protest must be accomplished the Act ought to have been more expressive on the grounds that on issues like this there must be sure rules given by the enactment generally these workers may continue being misused. This demonstrates how much turmoil is available in the agreement workers as they don't have any employer stability and they are abused too regarding wages and working conditions as well.

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