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History of labour law Labour law arose in parallel with the Industrial Revolution as the relationship between worker and employer changed from small-scale production studios to large-scale factories. Workers sought better conditions and the right to join or avoid joining a labour union , while employers sought a more predictable, flexible and less costly workforce. The state of labour law at any one time is therefore both the product of, and a component of struggles between various social forces. As England was the first country to industrialise, it was also the first to face the often appalling consequences of industrial revolution in a less regulated economic framework. Over the course of the late 18th and early to midth century the foundation for modern labour law was slowly laid, as some of the more egregious aspects of working conditions were steadily ameliorated through legislation. This was largely achieved through the concerted pressure from social reformers , notably Anthony Ashley-Cooper, 7th Earl of Shaftesbury , and others. Child labour[edit] A serious outbreak of fever in in cotton mills near Manchester drew widespread public opinion against the use of children in dangerous conditions. This was the first, albeit modest, step towards the protection of labour. The act limited working hours to twelve a day and abolished night work. It required the provision of a basic level of education for all apprentices, as well as adequate sleeping accommodation and clothing. The rapid industrialisation of manufacturing at the turn of the 19th century led to a rapid increase in child employment, and public opinion was steadily made aware of the terrible conditions these children were forced to endure. The Factory Act of was the outcome of the efforts of the industrialist Robert Owen and prohibited child labour under nine years of age and limited the working day to twelve. A great milestone in labour law was reached with the Factory Act of , which limited the employment of children under eighteen years of age, prohibited all night work and, crucially, provided for inspectors to enforce the law. Pivotal in the campaigning for and the securing of this legislation were Michael Sadler and the Earl of Shaftesbury. This act was an important step forward, in that it mandated skilled inspection of workplaces and a rigorous enforcement of the law by an independent governmental body. A lengthy campaign to limit the working day to ten hours was led by Shaftesbury, and included support from the Anglican Church. From the midth century, attention was first paid to the plight of working conditions for the workforce in general. In , systematic reporting of fatal accidents was made compulsory, and basic safeguards for health, life and limb in the mines were put in place from Further regulations, relating to ventilation, fencing of disused shafts, signalling standards, and proper gauges and valves for steam-boilers and related machinery were also set down. A series of further Acts, in and extended the legal provisions and strengthened safety provisions. Steady development of the coal industry, increasing association among miners, and increased scientific knowledge paved the way for the Coal Mines Act of , which extended the legislation to similar industries. The same Act included the first comprehensive code of regulation to govern legal safeguards for health, life and limb. The presence of a more certified and competent management and increased levels of inspection were also provided for. By the end of the century, a comprehensive set of regulations was in place in England that affected all industries. A similar system with certain national differences was implemented in other industrializing countries in the latter part of the 19th century and the early 20th century. Individual labour law[edit] Main articles: Employment contract and At-will employment The basic feature of labour law in almost every country is that the rights and obligations of the worker and the employer are mediated through a contract of employment between the two. This has been the case since the collapse of feudalism. Many contract terms and conditions are covered by legislation or common law. In the US for example, the majority of state laws allow for employment to be "at will" , meaning the employer can terminate an employee from a position for any reason, so long as the reason is not explicitly prohibited, [a] and, conversely, an employee may quit at any time, for any reason or for no reason , and is not required to give notice. One example of employment terms in many countries [5] is the duty to provide written particulars of employment with the essentialia negotii Latin for "essential terms" to an employee. This aims to allow the employee to know concretely what to expect and what is expected. It covers

items including compensation, holiday and illness rights, notice in the event of dismissal and job description. The contract is subject to various legal provisions. An employer may not legally offer a contract that pays the worker less than a minimum wage. An employee may not agree to a contract that allows an employer to dismiss them for illegal reasons. Minimum wage Many jurisdictions define the minimum amount that a worker can be paid per hour. Each country sets its own minimum wage laws and regulations, and while a majority of industrialized countries has a minimum wage, many developing countries do not. Minimum wages are regulated and stipulated in some countries that lack explicit laws. In Sweden minimum wages are negotiated between the labour market parties unions and employer organizations through collective agreements that also cover non-union workers at workplaces with collective agreements. At workplaces without collective agreements there exist no minimum wages. Non-organized employers can sign substitute agreements directly with trade unions but far from all do. The Swedish case illustrates that in countries without statutory regulation will part of the labour market do not have regulated minimum wages, as self-regulation only applies to workplaces and employees covered by collective agreements in Sweden about 90 per cent of employees. Living wage The living wage is higher than the minimum wage and is designed that a full-time worker would be able to support themselves and a small family at that wage. Eight-hour day The maximum number of hours worked per day or other time interval are set by law in many countries. Such laws also control whether workers who work longer hours must be paid additional compensation. Before the Industrial Revolution, the workday varied between 11 and 14 hours. With the growth of industrialism and the introduction of machinery, longer hours became far more common, reaching as high as 16 hours per day. The eight-hour movement led to the first law on the length of a working day, passed in England. It limited miners to 12 hours and children to 8 hours. The hour day was established in , and shorter hours with the same pay were gradually accepted thereafter. The Factory Act was the first labour law in the UK. In , Bismarck instituted a variety of anti-socialist measures, but despite this, socialists continued gaining seats in the Reichstag. To appease the working class, he enacted a variety of paternalistic social reforms, which became the first type of social security. In the Health Insurance Act was passed, which entitled workers to health insurance; the worker paid two-thirds and the employer one-third of the premiums. Accident insurance was provided in , while old age pensions and disability insurance followed in Other laws restricted the employment of women and children. In the Third Republic labour law was first effectively enforced, in particular after Waldeck-Rousseau law legalising trade unions. With the Matignon Accords , the Popular Front enacted the laws mandating 12 days each year of paid vacations for workers and the law limiting the standard workweek to 40 hours. Health and safety[edit].

Chapter 2 : Indian labour law - Wikipedia

While the predominant concern in a business law course is substantive law, we will first consider the basics of procedural law, the form or organization of the legal system and its methods of conducting trials.

Indorsement in "blank" and "in full" Section Ambiguous instruments Section Where amount is stated differently in figures and words Section Instruments payable on demand Section Inchoate stamped instruments Section Calculating maturity of bill or note payable so many months after date or sight Section Calculating maturity of bill or note payable so many days after date or sight Section When day of maturity is a holiday Section Capacity to make, etc. Liability of agent signing Section Liability of legal representative signing Section Liability of drawer Section Liability of drawee of cheque Section Liability of maker of note and acceptor of bill Section Only drawee can be acceptor except in need or for honour Section Acceptance by several drawees not partners Section Liability of indorser Section Liability of prior parties to holder in due course Section Maker, drawer and acceptor principals Section Prior party a principal in respect of each subsequent party Section Acceptor bound, although, indorsement forged Section Acceptance of bill drawn in fictitious name Section Negotiable instrument made, etc. Partial absence or failure of money consideration Section Partial failure of consideration not consisting of money Chapter IV: Of Negotiation Section Negotiations by delivery Section Negotiation by indorsement Section Conversion of indorsement in blank into indorsement in full Section Effect of indorsement Section Who may negotiate Section Indorser who excludes his own liability or makes it conditional Section Holder deriving title from holder in due course Section Instrument indorsed in blank Section Indorsement for part of sum due Section Legal representative cannot by delivery only negotiate instrument indorsed by deceased Section Instrument obtained by unlawful means or for unlawful consideration Section Instrument acquired after dishonour or when overdue Section Instrument negotiable till payment or satisfaction Chapter V: Of Presentment Section Presentment for acceptance Section Presentment of promissory note for sight Section Presentment for payment Section Hours for presentment Section Presentment for payment of instrument payable after date or sight Section Presentment for payment of promissory note payable by instalments Section Presentment for payment of instrument payable at specified place and not elsewhere Section Instrument payable at specified place Section Presentment where no exclusive place specified Section Presentment when maker, etc. Presentment of cheque to charge drawer Section Presentment of cheque to charge any other person Section Presentment of instrument payable on demand Section Presentment by or to agent, re-presentative of deceased, or assignee of insolvent Section When presentment unnecessary Section Liability of banker for negligently dealing with bill presented for payment Chapter VI: Of payment and interest Section To whom payment should be made Section Interest when rate specified Section Interest when no rate specified Section Delivery of instrument on payment, or indemnity in case of loss Chapter VII: Discharge from liability Section Discharge by allowing drawee more than forty-eight hours to accept Section When cheque not duly presented and drawer damaged thereby Section Cheque payable to order Section 85A: Drafts drawn by one branch of a bank on another payable to order Section Parties not consenting discharged by qualified or limited acceptance Section Effect of material alteration Section Acceptor or indorser bound notwithstanding previous alteration Section Payment of instrument on which alteration is not apparent Section Of notice of dishonour Section Dishonour by non-acceptance Section Dishonour by non-payment Section By and to whom notice should be given Section Mode in which notice may be given Section Party receiving must transmit notice of dishonour Section Agent for presentment Section When party to whom notice given is dead Section When notice of dishonour is unnecessary Chapter IX: Of noting and protest Section Contents of protest Section Notice of protest Section Protest for non-payment after dishonour by non-acceptance Section Protest of foreign bills Chapter X: Of Reasonable Time Section Reasonable time Section Reasonable time of giving notice of dishonour Section Reasonable time for transmitting such notice Chapter XI: Of Acceptance and payment for honor and reference in case of need Section Acceptance for honour Section How acceptance for honour must be made Section Acceptance not specifying for whose honour it is made Section Liability of acceptor for

honour Section When acceptor for honour may be charged Section Payment for honour Section Right of payer for honour Section Drawee in case of need Section Acceptance and payment without protest Chapter XII: Of Compensation Section

business and industrial law notes for www.nxgvision.com pdf Industrial equipment or machinery purchased from a company outside www.nxgvision.com methods or whether their laws should protect such methods at all.

Constitution of India In the Constitution of India from , articles , 19 1 c , , 38, and A directly concern labour rights. Article 14 states everyone should be equal before the law, article 15 specifically says the state should not discriminate against citizens, and article 16 extends a right of "equality of opportunity" for employment or appointment under the state. Article 19 1 c gives everyone a specific right "to form associations or unions". Article 23 prohibits all trafficking and forced labour, while article 24 prohibits child labour under 14 years old in a factory, mine or "any other hazardous employment". Articles , and A, however, like all rights listed in Part IV of the Constitution are not enforceable by courts, rather than creating an aspirational "duty of the State to apply these principles in making laws". Article 38 1 says that in general the state should "strive to promote the welfare of the people" with a "social order in which justice, social, economic and political, shall inform all the institutions of national life. In article 38 2 it goes on to say the state should "minimise the inequalities in income " and based on all other statuses. Article 41 creates a " right to work ", which the National Rural Employment Guarantee Act attempts to put into practice. Article 42 requires the state to "make provision for securing just and human conditions of work and for maternity relief". Article 43 says workers should have the right to a living wage and "conditions of work ensuring a decent standard of life". Article 43A, inserted by the Forty-second Amendment of the Constitution of India in , [2] creates a constitutional right to codetermination by requiring the state to legislate to "secure the participation of workers in the management of undertakings".

Contract and rights[edit] See also: Taxation in India and Labour in India Indian labour law makes a distinction between people who work in "organised" sectors and people working in "unorganised sectors". People who do not fall within these sectors, the ordinary law of contract applies. These laws mandate all aspects of employer-employee interaction, such as companies must keep 6 attendance logs, 10 different accounts for overtime wages, and file 5 types of annual returns. Employment contract Among the employment contracts that are regulated in India, the regulation involves significant government involvement which is rare in developed countries. The Industrial Employment Standing Orders Act requires that employers have terms including working hours, leave, productivity goals, dismissal procedures or worker classifications, approved by a government body. According to Shri R. Saxena, chief engineer, Indian Railways, dies-non is a period which neither counted in service nor considered as break in service. This will be without prejudice to any other action that the competent authority might take against the persons resorting to such practises. This contract together with the need to put in efforts in producing goods and services imposes duties including ancillary duties and obligations on the part of the employees to render services with the tools provided and in a place and time fixed by the employer. And in return, as a quid pro quo, the employer is enjoined to pay wages for work done and or for fulfilling the contract of employment. Duties generally, including ancillary duties, additional duties, normal duties, emergency duties, which have to be done by the employees and payment of wages therefor. Minimum Wages Act and Minimum wage The Payment of Wages Act requires that employees receive wages, on time, and without any unauthorised deductions. Section 6 requires that people are paid in money rather than in kind. The law also provides the tax withholdings the employer must deduct and pay to the central or state government before distributing the wages. It leaves a large number of workers unregulated. State governments have their own minimum wage schedules. Gratuity is payable to the employee if he or she resigns or retires. The minimum bonus is currently 8. The rates are low. Pensions and insurance[edit] Main articles: This functions as a pension fund for old age security for the organised workforce sector. For those workers, it creates Provident Fund to which employees and employers contribute equally, and the minimum contributions are per cent of wages. On retirement, employees may draw their pension.

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