

IMPACT OF THE OCCUPATIONAL SAFETY, HEALTH AND WORKING CONDITIONS CODE, 2020 ON CONTRACT LABOUR: A COMPARATIVE ANALYSIS WITH THE CONTRACT LABOURER (REGULATION AND ABOLITION) ACT, 1970

- Jasmine Gill* & Arnav Goel**

Abstract

This research paper aims to analyse the provisions and implications of The Occupational Safety, Health and Working Conditions Code, 2020 (OSHWC Code) concerning contract labour and compare them with the provisions of the Contract Labour Act, 1970. The paper explores the changes introduced by the OSHWC Code and evaluates its effectiveness in safeguarding the rights and ensuring the safety of contract labourers in India.

Keywords: OSHWC Code, Contract Labourers, Welfare, Safety.

* Research Scholar @ Department of Law, Panjab University, Chandigarh. Email: kaurjasminegill@gmail.com

** Faculty of Law, University of Delhi, New Delhi.

INTRODUCTION

The labour market in India has witnessed significant regulatory changes over the years, with the enactment of various labour laws aimed at protecting the interests of workers. The Contract Labour Act, 1970, was one such legislation that aimed to regulate the employment of contract labour and ensure their welfare. However, with evolving labour dynamics and the need for comprehensive legislation, the Government of India introduced the Occupational Safety, Health and Working Conditions Code, 2020, which repealed and replaced several existing labour laws, including the Contract Labour Act, 1970. The primary objective of the Contract Labour Act of 1970 was to regulate contract labour in sectors where instances of abuse were particularly conspicuous. The legislation mandated contractor licensing, established service conditions, and sought to eliminate contract labour in specific processes deemed permanent and amenable to regular worker performance. Although this Act was crucial in providing contract labour with an additional layer of protection, it was frequently criticised for its inflexible implementation mechanisms, which failed to adequately adapt to the changing industrial environment.¹ In contrast, the OSH Code is an integral component of a more extensive endeavour undertaken by the Indian government to streamline and streamline labour regulations, thereby enhancing their uniformity and compliance. The impetus behind this reform was to decrease the number of definitions and governing bodies without compromising the fundamental protections provided to employees, including those who are contractually engaged. Significantly, the OSH Code broadens the regulatory scope to encompass all establishments that employ a specific minimum number of personnel, thus augmenting the inclusiveness of protective measures.

In addition, by implementing a streamlined registration process for establishments, a standardised licence for contractors engaged in multiple activities, and a web-based, transparent system for the submission of notices and returns, the OSH Code endeavours to optimise the compliance process. The implementation of this digital methodology not only mitigates the administrative workload but also endeavours to enhance labour law enforcement by means of real-time monitoring and compliance verifications. In brief, this comparative analysis will examine the potential reshaping of the regulatory landscape pertaining to contract labour in India as a result of the transition from the Contract Labour Act 1970 to the OSH Code, 2020.

This analysis will evaluate the extent to which the newly implemented code effectively reconciles the need to protect the dignity, safety, and welfare of contract workers with the desire to

¹ Jeet Singh Maan, *Libersing Labour Law* (Centre for Transparency and Accountability in Governance, NLU Delhi (New Delhi, 2023).

facilitate business operations. In doing so, it will make a valuable contribution to the wider discussion surrounding labour reforms in economies undergoing rapid development. This paper seeks to analyse the implications of these legislative changes, particularly concerning contract labour, and assess the effectiveness of the OSHWC Code in addressing the challenges faced by contract labourers.

BRIEF HISTORY OF THE CONTRACT LABOURER (REGULATION AND ABOLITION) ACT, 1970

In India, 'contract labour' differs from 'direct labour' based on the employment relationship and wage payment system (1st National Commission on Labour report, 1969, p. 418). The Contract Labour (Regulation & Abolition) Act 1970 defines contract workers as individuals employed temporarily by a service provider [Section 2(b)] based on job availability. Contract workers in India are typically on the edge of formality and informality due to the lack of a documented contract of employment. Put another way, they are indirect workers, people who are employed, managed, and paid by a contractor who is then paid by the establishment. Because contract workers are more flexible, less expensive, and typically unorganised than regular employees, this triangular employment relationship aims to protect companies from the whims of the job market and give them total control over the forces of production. It has always been difficult for policymakers to ensure higher labour standards because the country employs over 92% of its workforce in the unorganised sector. More specifically, since economic liberalisation (1991), direct employment has gradually replaced contractual work in the organised sector, while the size of the informal sector has remained constant. The Planning Commission included a number of proposals in the Second Five-Year Plan, including conducting research to determine the scope of the contract labour issue, gradually eliminating the contract labour system, and enhancing contract labourers' terms of employment. When the issue was brought up at various Tripartite Committee meetings, where State Governments were also represented, the general consensus was that the system of contract labour should be eliminated wherever it was practical to do so. If this was not possible, the working conditions of contract labour could be regulated to guarantee wage payment and the provision of necessities. The First National Commission on Labour 1966, which was headed by Justice P. B. Gajendragadkar, was set up with a major mandate to review the changes in conditions of labour since Independence and to report on existing conditions of labour. In the report submitted by the commission in the year 1969, one of the many recommendations was as follows -

A stricter regulation of contract work than at present is called for. The general direction of policy should be towards the abolition of contract labour in due course. The Central Bill provides for the regulation and abolition of contract labour currently under consideration should be enacted soon. In the backdrop of this, the Contract Labour Act 1970 was enacted to regulate the adequate functioning of the contract labourers and to prevent the exploitation of contract labourers by the hands of management.²

EVOLUTION OF LABOUR LAWS PERTAINING TO CONTRACT LABOUR

Our traditional industrial jurisprudence has been completely rewritten by the four labour codes that combine 29 central labour laws.³ The initial goal of creating labour codes was to encourage labour sector liberalisation. Central trade unions have long demanded that labour laws be made simpler and more codified. The proposed labour law reforms had significant negative social ramifications. There were numerous anti-worker provisions in the drafts. However, many changes that are advantageous to the workers have been implemented due to the opposition and ongoing communication between BMS and a few other unions and the government. The Labour Codes now contain a number of generous clauses that will advance industrial development as well as worker welfare. However, a lot of things still need to be accomplished.

The proposed labour codes were modeled after the labour reforms in Rajasthan, which were praised by numerous employer associations.⁴ Regarding the effect of liberal labour reforms on industrial advancement, there are two contradictory studies. According to the Economic Survey, 2018–19, changes to the labour laws have led to an increase in investment and employment in Rajasthan.⁵ However, in a 2017 detailed study report titled “Amendments in Labour Laws and Other Labor Reform Initiatives Undertaken by state governments of Rajasthan, Andhra Pradesh, Haryana and UP: An Analytical Impact Assessment,” published by the V. V. Giri National Labour Institute, it was discovered that changes to labour laws did not always result in a significant increase in employment, industrialization, or attraction of new investments.⁶

² P. Kumar & J. Singh 2018 *Issues in Law and Public Policy on Contract Labour in India*. Springer.

³ The Code on Wages, 2019, The Code on Social Security, 2020, The Industrial Relations Code, 2020 and The Occupational Safety, Health and Working Conditions Code, 2020.

⁴ Prashant K Nanda, *Economic Survey Cites Rajasthan's Labour Reform As Ideal Model To Boost Jobs, Productivity*, The Mint, Available at: <https://www.livemint.com/budget/economic-survey/adopt-rajasthan-labour-reform-model-to-boost-employment-economic-survey-1562234277334.html>, (last visited on May 2024).

⁵ Chapter 3, Economic Survey 2018-19, Available at: https://www.indiabudget.gov.in/budget2019-20/economicsurvey/doc/vol1chapter/epreface_vol1.pdf, (last visited on May 4, 2024).

⁶ Dr. S. Upadhyaya and P. Kumar, *Amendments in Labour Laws and Other Labour Reform Initiatives Undertaken by State Governments of Rajasthan, Andhra Pradesh, Haryana and U.P. An Analytical Impact Assessment*, 48 (V. V. Giri National Labour Institute, 2017), available at:

CHALLENGES AND SHORTCOMINGS OF THE CONTRACT LABOURER (REGULATION AND ABOLITION) ACT 1970

The Contract Labour (Regulation and Abolition) Act of 1970 is the principal legislation that regulates and abolishes the rights of contract labour. The Supreme Court, in the 1974 *Gammon India* case, defined the purposes of the Act as follows: “The Act was enacted with the dual aim of curbing the exploitation of contract labour and establishing improved working conditions.” Contract labour is regulated and abolished in accordance with the Act. The fundamental tenet of the Act is to eliminate contract labour whenever feasible and practicable. In cases where complete abolition is not possible, the Act stipulates that the working conditions of contract labour must be regulated in a way that guarantees wages are paid and essential amenities are provided. In reality, a careful examination of the Act demonstrates that its primary focus is on the “regulation” of contract labour, not its complete abolition. Section 10 of the act is the only minor provision that addresses the elimination of contract labour. The remainder of the Act is devoted to “regulation.” In industrial establishments, the government may prohibit the use of contract labour under Section 10, in consultation with the central or state advisory board, if the ‘contract’ work is determined to be of a recurring nature and regular workers perform the exact same tasks.

Over the last twenty years, it has become evident that the government rarely invokes this provision. Furthermore, the advisory boards, which serve as the primary recommending authority for abolition cases, have been handled with such indifference that in the majority of states, they have not even been constituted, let alone requested to hold regular sittings. Regrettably, the judiciary has refrained from intervening to address the situation. Instead, it has adopted a technical and restrictive approach. For instance, in the *Vegoils* case of 1972, the Supreme Court determined that the government, not industrial tribunals, is liable for prohibiting contract labour to eliminate contract labour through the passing of “awards.”

Notwithstanding the aforementioned, the Act did witness some advancements when contract labour unions attempted to dismantle the facade of fraudulent contractors—who were merely intermediaries established by the companies to transfer routine work to contract workers in order to avoid the liabilities associated with permanent employees. Section 7 of the Act mandates that, in accordance with the specific provisions of “regulation” of contract labour, the principal employer must register his establishment prior to employing contract labour. Likewise,

for the execution of contract work, only licensed contractors may be employed in accordance with Section 12 of the Act. The clear intent behind these provisions is to empower the government to closely monitor contract litigation and prevent its exploitation.⁷

PROVISIONS OF THE OCCUPATIONAL SAFETY, HEALTH AND WORKING CONDITIONS CODE, 2020

The Contract Labour (Regulation and Abolition) Act of 1970, which controls and regulates the employment of contract labour, is one of the thirteen central labour laws that are incorporated into the Occupational Safety, Health, and Working Conditions Code, 2020.

There will be substantial changes to the current system pertaining to contract labour once these labour codes are implemented. The following are a few of the significant modifications to contract labour that the OSHW Code has implemented:⁸

- **Application:** If at least 50 contract labourers are employed by a contractor or provided by that contractor, then the provisions of the OSHW Code pertaining to contract labour will now take effect and apply to that establishment. The threshold was 20 under the CLRA Act, with the exception of some States where it was 50.
- **Single registration:** The OSHW Code now mandates a single, common registration for all businesses with ten or more employees, regardless of whether they use contract labour. This registration can be completed online via the Ministry of Labour and Employment's Shram Suvidha portal (MLE). On the date the OSHW Code goes into effect, any establishment to which it applies that already has a valid registration under an existing law that applies to it or under any central labour legislation that the Central Government notifies it of will be able to use that registration to obtain a registration under the OSHW Code. As long as the establishment updates the registration details on the Shram Suvidha portal within six months of the OSHW Code going into effect, that is. Establishments employing ten or more people are required to obtain registration under the OSHW Code within sixty days of the OSHW Code becoming applicable, if no registration has already been obtained under any applicable laws or central labour legislation.

⁷ *Legal Setback for Contract Labour*, available at: [www.jstor.org. https://www.jstor.org/stable/4397756](https://www.jstor.org/stable/4397756) (last visited on: 05.05.2024).

⁸ Overview of labour law reforms, available at: <https://prsindia.org/billtrack/overview-of-labour-law-reforms> (last visited on May 4, 2024).

- **Broadened definition of “contract labour”:** The OSHW Code’s definition of “contract labour” now takes interstate migrant workers into account. Considering the difficulties faced by interstate migrant workers during the COVID-19 pandemic, stakeholders have responded favourably to this change. Additionally, under the OSHW Code, the monthly wage ceiling for workers in supervisory roles has been raised from INR 500 to INR 18,000. Thus, employees holding supervisory positions and receiving monthly compensation up to the enhanced limit are now covered by the Code.
- **Single licence:** The OSHW Code has instituted a “single licence” system, eliminating the need for contractors to obtain multiple licences each time they deploy contract labour. As mandated by the OSHW Code, contractors who engage 50 or more contract labourers across multiple establishments must obtain a single licence. Additionally, a contractor may only need one licence if he plans to provide contract labour in multiple States or the entire country of India. This licence will be granted by the Central Government-designated authority after consulting with State-designated authorities. This single licence, which is valid for five years, can be obtained electronically through the MLE’s Shram Suvidha portal.

Additionally, a contractor can apply for a “common licence” in order to provide contract labour for beedi and cigar work to a factory, an industrial location, or any combination of factories and industrial locations.

- **Non-engagement in core activities:** The OSHW Code forbids the use of contract labour in an establishment’s core operations, which is comparable to the policy under the Andhra Pradesh and Telangana Amendments of the CLRA Act. “Any activity for which the establishment is set up and includes any activity which is essential or necessary to such activity” is what is meant to be understood as a “core activity” of an establishment according to the OSHW Code. The OSHW Code also enlists the activities that shall not be considered as ‘essential or necessary activity’ if the establishment is not set up for such activity, such as⁹

1. Sanitation works include sweeping, cleaning, dusting, and collecting and disposing of waste.
2. Watch and ward services, including security services.

⁹ Contract labour under the new regime - An Overview, available at: <https://www.lexology.com/library/detail.aspx?g=1edd951e-56d6-4e74-bd4b-39b32c205240> (last visited on: 04.052024).

3. Canteen and catering services; loading and unloading operations.
4. Running of hospitals, educational and training Institutions, guest houses, clubs and the like where they are in the nature of support services of an establishment; courier services which are in nature of support services of an establishment;
5. Civil and other construction works, including maintenance;
6. Gardening and maintenance of lawns and other like activities; housekeeping and laundry services, and other like activities, where these are in the nature of support services of an establishment;
7. Transport services including, ambulance services; or any activity of intermittent nature even if that constitutes a core activity of an establishment.¹⁰

A COMPARATIVE STUDY OF THE PROVISIONS OF THE CONTRACT LABOUR ACT 1970 AND OSHWC CODE PERTAINING TO CONTRACT LABOUR

An analysis of the provisions pertaining to contract labour in the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA) and the Occupational Safety, Health and Working Conditions Code, 2020 (OSHWC Code) is crucial for comprehending the changing labour regulatory framework in India. Here are the examination and analysis of these provisions in a comparative manner: ¹¹

Compo nents	The Contract Labour (Regulation and Abolition) Act, 1970	The Occupational Safety, Health and Working Conditions Code, 2020
Purpose and Extent	The purpose of the Contract Labour (Regulation and Abolition) Act of 1970 is to primarily regulate	The OSHWC Code 2020 seeks to consolidate and modify the legislation governing the occupational safety, health, and working conditions of individuals employed in an establishment. It expands the range of coverage to encompass all employees, including those on contract,

¹⁰ India: Contract Labour Reforms Under The OSH Code, *available at*: <https://www.mondaq.com/india/health--safety/1109226/contract-labour-reforms-under-the-osh-code> (last visited on: 04.05.2024).

¹¹ The occupational safety, health and working conditions code,2020, *available at*: <https://prsindia.org/billtrack/the-occupational-safety-health-and-working-conditions-code-2020> (last visited on: 04.05.2024).

	the utilisation of contract labour in specific establishments and to eliminate the use of contract labour in certain situations. This regulation is applicable to any establishment that employs twenty or more workers as contract labour.	in diverse industries.
Registration and licence	The CLRA 1970 mandates that the principal employer must register their establishment, while contractors must obtain a licence in order to employ contract labour. This facilitates the regulation of contract labour employment at establishments.	The OSHWC Code 2020 maintains the obligation to register establishments and licence contractors, while also implementing a streamlined process for obtaining and renewing licences. The objective is to decrease the administrative workload and enhance adherence to regulations.
Social welfare and healthcare provisions	The CLRA 1970 requires the contractor to furnish canteens, restrooms, first aid facilities, and other essential amenities for the contract labourers.	The OSHWC Code 2020 expands the welfare provisions to encompass not only fundamental necessities, but also requires improved working conditions, safety standards, and health facilities. The Code prioritises the well-being and welfare of all employees, including contract workers, in accordance with global labour norms.

Conditions of work and terms of employment	The CLRA 1970 establishes regulations regarding the duration of work, breaks, and extra hours, but its scope is restricted to contract labour.	The OSHWC Code 2020 expands regulations regarding working hours, overtime, and leave to encompass all workers, with the goal of ensuring consistent treatment for both contract labourers and permanent employees. It implements more adaptable work schedules and enhanced employment conditions.
Conflict Resolution and Complaint Management	The CLRA 1970 includes provisions for resolving disputes by involving labour courts or tribunals.	The OSHWC Code 2020 implements a more organised system for addressing complaints by introducing Safety Committees and Safety Officers. This ensures that issues related to occupational safety and health are resolved more efficiently and effectively.
Abolition of Contract Labor	The CLRA 1970 permits the elimination of contract labour in specific processes and operations that are essential and ongoing for the primary function of the establishment.	The OSHWC Code 2020 does not specifically prioritize the elimination of contract labour, but instead seeks to incorporate contract workers into the mainstream by ensuring that their rights and benefits are equal to those of regular employees.
Sanctions and Adherence	The CLRA 1970 establishes penalties for violating the provisions of the Act, which may result in fines and imprisonment.	The OSHWC Code 2020 implements more severe punishments for failure to adhere to health and safety regulations and includes provisions for compounding of offences. Its objective is to achieve higher compliance rates by enforcing stricter measures.

The shift from the Contract Labour (Regulation and Abolition) Act of 1970 to the Occupational Safety, Health, and Working Conditions Code of 2020 signifies a progressive advancement in the legal structure that governs contract labour in India. While the CLRA primarily addresses regulation and abolition in certain circumstances, the OSHWC Code adopts a comprehensive approach to improve the safety, health, and working conditions of contract labourers. Its goal is to promote their better integration into the workforce with dignity and equality. This shift is noteworthy as it tackles the evolving dynamics of the labour market and the requirement for contemporary, more inclusive labour legislation.¹²

EXAMINATION OF THE LEGAL DILEMMA SURROUNDING CONTRACT WORKERS UNDER THE NEW LABOUR CODES OF INDIA

The “contractualisation of employment” concept is distinct from the “contract worker” concept in that the latter creates a formal employer-employee relationship, whereas the former does not. Contract workers are individuals who are employed by the contractor on a hire-meet basis and have a direct employer-employee relationship with the contractor rather than the principal employer.¹³ A contract worker, alternatively referred to as contract labour, is an individual who is considered to be employed or performing work in a facility on a hire-basis through the contractor. This type of employment has been occurring with or without the Principal Employer’s knowledge. Contract workers, which also include interstate migrant workers, are eligible for periodic pay increases, social security, and other welfare benefits; they are subject to a mutually agreed-upon standard of working conditions; and they do not have permanent employees hired by the contractor on a fixed-term basis.¹⁴

The Occupational Safety, Health, & Working Conditions Code (OSH), 2020, has superseded and merged the Contract Labour (Regulation and Abolition) Act (CL), 1970, in an effort to streamline, consolidate, and rationalise the provisions pertaining to welfare benefits for contract workers.

The primary aim of the enactment of the OSH Code 2020 was to streamline and revise the legislation pertaining to occupational safety, health, and working conditions as it relates to

¹² New Labour Codes, *available at*: <https://pib.gov.in/PressReleaseIframePage.aspx?PRID=1882845> (last visited on: May 5, 2024).

¹³ Chetan Upadhyay, *A Social Inclusion Perspective of the Unorganized Sector in India*, 2(2), NJLI, 1, 2, (2019)

¹⁴ Akarsh Mishra, *A Social Inclusion Perspective of the Unorganised labour sector in India*. Scribd. *available at*: <https://www.scribd.com/document/439662722/A-Social-Inclusion-Perspective-of-the-Unorganised-labour-sector-in-India> (last visited on: 03/05/2024)

industrial establishment personnel¹⁵. A “common licence” alternative is provided for factory workers, contract workers, and employees in cigar and beedi establishments under the OSH Code 2020. The OSH Code, 2020 incorporates a novel statutory provision requiring an All-India licence to employ contract workers in any establishment for a duration of five (5) years. This provision grants contractors the authority to engage and transfer contract workers between establishments in accordance with industrial demands, provided that the work is completed within the specified timeframe. Additionally, within the preceding twelve (12) months, industrial establishments that employed fifty (50) or more contract workers on any given day shall be subject to the provisions of the OSH Code.¹⁶ However, this Code does not apply to establishments that employ contract workers on a casual or intermittent basis.¹⁷ The determination of the work’s nature, be it temporary or permanent, is a factual inquiry that must be conducted by the relevant government in conjunction with the National/State Advisory Board.

On the contrary, the term “intermittent nature of work” is as defined by the OSH Code 2020. This pertains to any task that was executed for over one hundred twenty days in the preceding twelve months, or for seasonal work that spanned over sixty (60) days in a single year. Based on numerous cases, the esteemed Supreme Court of India has unequivocally declared that notification by the relevant government can prohibit the employment of contract workers in perpetual work arrangements. Furthermore, it is illegal and punishable by law for the principal employer to employ contract workers in the core activity zone, even in the face of an express prohibition.

Another fundamental aspect of contract worker employment is that the principal employer is not permitted to involve them in tasks that are routine or fundamental to the job. If such work is obligatory as a result of external pressure, then the principal employer is obligated to formalize their employment conditions. They are to be regarded as permanent employees as opposed to contract labourers. The explicit prohibition of contract workers engaging in fundamental operations of industrial establishments is stipulated in the OSH Code 2020. Furthermore, the authority tasked by the relevant governments will ascertain which particular types of work shall be classified as “core activity” under the Code 2020.

¹⁵ Jain, H. & H. Jain 2022 (4. July) 8 Years of #DigitalIndia and Work Force Reforms. NewsroomPost, *available at*: <https://newsroompost.com/opinion/8-years-of-digitalindia-and-work-force-reforms/5131375.html> (last visited on: 03.05.2024).

There is evidence to suggest that economic liberalization has significantly altered the industrial landscape; in particular, the labour force has become more dynamic and adaptable as a result of intense and competitive market competition among national and multinational corporations. It increased employment of contract workers due to the following factors:

1. Contract employees were placed under the direct supervision and control of the principal employer.
2. Contract labour signifies the execution of task-oriented work that is accomplished in a timely manner and adheres to the prescribed specifications.
3. Contract employees are less expensive to employ because the contractor bears the majority of the wage payment burden. Its payment is the responsibility of the principal employer in the event of default.
4. The utilization of contract workers substantially mitigates labour disputes that may arise between employers and employees.

Consequently, although the necessity for contract labour to ensure timely production and delivery of goods and services cannot be denied, the inclusion of these individuals in the labour dispute gives rise to concerns regarding social welfare and legality. The principal employer's role was essentially symbolic, as their liability under the CL Act 1970 was restricted to wage payment and other social security and occupational safety obligations.

In part, this perception has been modified by the OSH Code 2020. Contract employees employed in such establishments are presently obligated to comply with occupational safety and other social security regulations through their principal employer.

Nevertheless, contract workers have been compelled to endure such discriminatory working conditions as a result of the lack of a direct employer-employee relationship, the inability to engage in collective bargaining, and the prevailing wage disparity with regularly employed workers. Consequently, their socioeconomic standing has declined significantly. The smokiness produced by industrial economic expansion has obscured the plight of contract workers who are being exploited in the most lawful fashion possible. Undoubtedly, throughout its seventy-five years of democratic independence, India has introduced numerous initiatives and amendments to its labour law with the intention of safeguarding and averting all forms of employment

exploitation involving contract workers. However, these efforts have been insufficient; consequently, the pitiful plight of contract workers continues to endure and worsens daily.

As a result, in response to the evolving needs of the Indian labour force, the New Labour Codes have been enforced, extending social security benefits and occupational safety regulations to contract workers in the unorganised sector. The mandatory provision of digital compliance for worker registration, especially in the unorganized sector, is the most significant aspect of the New Codes. This provision ensures the upkeep, maintenance, and monitoring of the national database for the labour force and provides assistance to workers in the event of unforeseen financial hardships in the future.¹⁶

CONCLUSION

The implementation of The Occupational Safety, Health and Working Conditions Code, 2020 is a notable advancement in the process of updating labour laws in India and tackling the difficulties encountered by contract workers. This paper has conducted a comparative analysis between the Contract Labour Act, 1970 and the OSHWC Code, focusing on the main provisions and modifications introduced by the latter. Although the new legislation introduces various improvements in terms of rights, safety, and welfare measures for contract labourers, there are still challenges in implementing it and areas that can be further improved. It is crucial for policymakers and stakeholders to cooperate in order to tackle these challenges and guarantee the successful enforcement of the OSHWC Code to advance equitable and secure working conditions for all workers in India.

¹⁶ Munmunlisa Mohanty, Prof. K. D. Raju, “The New Labour Codes: Digital Acquiescence and The Conundrum of Contract Workers In India”, In Jeet Singh Maan, *Libersing Labour Law* (Centre for Transparency and Accountability in Governance, NLU Delhi (New Delhi, 2023).