

**EMPLOYMENT
IN
K.S.A**



**A GUIDE
FOR
INDIAN WORKERS**

COMPILED AND PRESENTED BY

**Consulate General of India
Jeddah**

**A
GUIDE
FOR
INDIAN WORKERS
IN
SAUDI ARABIA**



Consul General of India, Jeddah
القنصل العام للهند - جدة



Foreword

It gives me immense pleasure to write a foreword to the book titled "Employment in Kingdom of Saudi Arabia -A Guide For Indian Workers", being brought out by the Labour Section of the Community Welfare Wing of the Consulate General of India, Jeddah. First and foremost, I would like to congratulate Shri Prabhat K. Jain, Consul (Labour) and all the staff who have assisted him in this endeavour. The last edition of this hand-book was brought out in the year of 2002 and due to many developments and changes in Labour Laws and Rules and Regulations, it was felt that a fresh hand-book is required. We are also translating this hand-book in a few regional languages for the benefit of the Indian workforce in the Kingdom of Saudi Arabia. We hope that this hand-book would serve as a guide not only to workers but to the volunteers and their organizations as well in order to guide our workers for claiming their rights under Labour Laws of the Kingdom of Saudi Arabia.


(Faiz Ahmad Kidwai)

INTRODUCTION

Since our last publication of 31st March, 2002 captioned, “Basic Legal Information For Indian Workers In The Kingdom of Saudi Arabia”, several new developments have taken place impacting Indian workers in the Kingdom. On the one hand, Ministry of Labour, Kingdom of Saudi Arabia compiled new Labour Law vide Royal Decree No. M/51 dated 27/09/2005 and issued in the year of 2006, on the other hand, Government of India has launched several new/modified schemes for the welfare of overseas Indian workers. In the aftermath of the grace period (Amnesty), Saudi authorities have recently issued new regulations and penalties for the expatriate violators of the Saudi Labour Laws.

Although, details of and information about all these laws, schemes, rules and regulations are severally available on the websites of the respective departments and authorities, It was realized only during amnesty, when we had an occasion to interact with thousands of undocumented workers that availability of such scattered information was neither known nor easily accessible to them. We felt that most of these so-called ‘illegal workers’ who did not intend to violate the laws of the land, would have not rendered themselves so, had they been aware of the legality or illegality of their action.

With this point of view, it was decided to piece these various strands of legal information together and present in the form of a guide which will provide intending Indian workers all requisite information right from choosing RA to precaution to be taken while signing Employment contract, from customs awareness to their duties and rights while working in Saudi Arabia. An abridged but updated and comprehensive compilation of relevant articles of Labour Law, culled and grouped under various sections have also been brought out. For the convenience of quick glance and use of the reader, the contents have been divided into five major parts each devoted to an important stage of employment beginning from getting offer of employment to unfortunate demise and disposal of mortal remains in Saudi Arabia along with a separate one which contains appendices.

While presenting this compilation, I salute indomitable spirit of our visionary and inspiring Consul General, Shri Faiz Ahmad Kidwai whose continuous guidance and exhortations made this come through. I am indeed indebted to my colleagues who painstakingly collected and provided many valuable inputs and suggestions. I hope the information contained in this guide will be useful and serve the purpose.

Though, due care has been taken to verify the authenticity of the information, it is advised that before using any part of this information in legal matters, the concerned department may also be consulted, before hand.



(Prabhat K Jain)
Consul (Labour)

Jeddah
01st March, 2014

Contents

Foreword.....	ii
Introduction.....	iii

Part – I

Pre Departure Advisory For Intending Emigrants to Kingdom of Saudi Arabia (KSA)

1. Before Embarking on Journey.....	2
(a) Requirement of Emigration Clearance	
EC Clearance – Direct.....	3
EC Clearance – through Project Exporters.....	3
EC clearance through RAs	4
(b) Verification of the genuineness of visa/employment document..	4
(c) Fate of Indian Nationals with 'Visit Visa'	4
(d) Warning against 'Free Visa'	4
(e) Employment/Work Contract	5
(f) Advisory for Pre-Departure Attestation of Work-Agreement.....	6
(g) Customs Formalities / Warning against carrying drugs or forbidden medicines etc.....	6
2. General Checks before Departure to Saudi Arabia	7
3. After Arrival In Saudi Arabia - Few Precautions.....	7
4. Leaving the Kingdom on final exit - Few Checks	8

Part – II

Welfare Schemes for the overseas Indian workers

1. GOI Schemes	
(a) Pravasi Bharatiya Bima Yojana (PBBY).....	10
(b) Mahatma Gandhi Pravasi Suraksha Yojana (MGPSY)	11
(c) Indian Community Welfare Fund (ICWF)	12
2. Saudi Government Scheme	
Compensatory Provisions of General Organization of Social Insurance (GOSI), KSA for Expatriate Workers	13

Part – III

Saudi Labour Law (Abridged)

1. General Provisions	16
2. Work contract	17
Contract period	18
Renewal/extension of Contract Period	18
Probationary Period	18
Currency of Contract in case of transfer of ownership of the employing establishment	19
3. Cost of Iqama, Work permit, change of profession and sponsorship etc.	19
4. Employer’s Duties	19
5. Worker’s Duties	20
6. Disciplinary Rules	20
Safeguards against arbitrary imposition of penalties on workers	21
7. Termination of Work Contract	
Safeguards against arbitrary termination by the employer ...	22
Prior-Termination of contract by Employer	23
Prior-Termination of contract by Employee.....	23
Termination of Contract during Probation Period	24
8. End-of-Service Award	24
9. Wages	
Definitions	25
Deduction of wages-circumstances and safeguards	26
Absence of wages-clause in the work contract	27
Wages during temporary disability arising from work injury	27
Working Hours.....	27
10. Rest Periods	
Weekly Rest Days	28
11. Leaves	
Annual Leave	28
Sick Leave.....	29
12. Protection Against Occupational Hazards	
Admissibility of medical treatment, expenses therefor and compensations for work injury or disease and resulting partial or total disability of the worker	29

Part.IV

1. Redressal of Labour Disputes: Mechanism & available avenues
Mechanism to resolve Labour Disputes32
Labour offices and the Commissions for Settlement of
Labour Disputes.....32
Appellate Authority.....33
National Society for Human Rights.....33
2. Redressal of complaints of domestic workers (House Driver
and Housemaids, etc.)..... 34

Part.V

Death of Indian in Saudi Arabia

1. Registration of death and disposal of mortal remains..... 36
Burial in KSA.....37
Transportation to India.....39
2. Death Compensation Claims – Procedure and constraints 41
3. Imprisonment – some precautions and your rights 44

Part.VI

Appendices

1. Addresses of Indian Missions in Riyadh and Jeddah.....46
2. Names and contact details of Welfare Officers of the Consulate
General of India, Jeddah47
3. Addresses of Protector of Emigrants' offices in India.....48
4. List and contact details of Community volunteers working with
Consulate General of India, Jeddah.....49
5. List and numbers of Labour Offices in the jurisdiction of the
Consulate General of India, Jeddah.....51
6. Post Amnesty Rules and penalties for violation of Saudi Labour Law:
work and residence, effective from 04th November, 201352

Part – I

Pre Departure Advisory for Intending Emigrants to Kingdom of Saudi Arabia (KSA)

1. Before Embarking on Journey

(a) Requirement of Emigration Clearance

EC Clearance – Direct

EC Clearance – through Project Exporters

EC clearance through RAs

(b) Verification of the genuineness of visa/ employment document

(c) Fate of Indian Nationals with 'Visit Visa'

(d) Warning against 'Free Visa'

(e) Employment/Work Contract

(f) Advisory for Pre-Departure Attestation of Work-Agreement

(g) Customs Formalities / Warning against carrying drugs or forbidden medicines etc.

2. General Checks before Departure to Saudi Arabia

3. After Arrival In Saudi Arabia - Few Precautions

4. Leaving the Kingdom on final exit - Few checks

1. Before Embarking on Journey to Saudi Arabia

(a) Requirement of Emigration Clearance

On receipt of offer of employment in Saudi Arabia, the intending worker must check on following points before embarking on journey and ensure that the given advice is taken and followed properly. If he /she does not qualify for any of the following categories, he she is required to obtain Emigration Clearance (EC) from any of the 10 offices of the Pro- tectors of Emigrants (PoEs), MOIA. (The list and addresses of these offices is appended).

1. All holders of Diplomatic / Official Passports and Gazetted Government servants.
2. All Income-tax payers (including Agricultural Income-tax payees) in their individual capacity.
3. All professional degree holders, such as Doctors holding M.B.B.S. degrees or De- grees in Ayurveda or Homoeopathy, Accredited Journalists, Engineers, Chartered Accountants, Lecturers, Teachers, Scientists, Advocates, etc.
4. Spouses and dependent children of category of persons listed from (1) to (3).
5. All persons having educational qualification of matriculation and above.
6. Seamen who are in possession of CDC or Sea Cadets, Desk Cadets (i) who have passed final examination of three year B.Sc. Nautical Sciences Courses at TS Chanakya, Mumbai; and (ii) who have undergone three months pre-sea training at any of the government approved Training Institutes such as T S Chanakya, T S Re- hman, T S Jawahar, MTI (SCI) and NIPM, Chennai after production of identity cards issued by the Shipping Master, Mumbai/Kolkata/Chennai.
7. Persons holding permanent immigration Visas, such as the visas of UK, USA and Australia.
8. Persons possessing two years' diploma from any institute recognized by the Na- tional Council for Vocational Training (NCVT) or State Council of Vocational Training (SCVT) or persons holding three years' diploma/equivalent degree from institutions like Polytechnics recognized by Central/State Governments.
9. Nurses possessing qualification recognised under the Indian Nursing Council Act, 1947.
10. All persons above the age of 50 years.
11. All persons who have been staying abroad for more than three years (the period of three years could be either in one stretch or broken) and their spouses.
12. All children upto the age of 18 years of age. (At the time of re-issue of passport at the age of 18 years, ECR stamping shall be done, if applicable).

The application for emigration clearance should be made to the POE, in the pre- scribed form with prescribed particulars by the applicant directly or through a Re- cruiting Agent or through the employer concerned.

Guidelines for those applying for Emigration Clearance

EC Clearance –Direct

Documents required for Semi-Skilled Workers

Semi-skilled workers (***who possesses certain skill and qualification in his area of his job but does not have proper qualification of the institutions recognized by the state / central government***) who seek emigration clearance directly from the Protectors of Emigrants (and not through Recruiting Agents) are required to produce

the following documents in original for scrutiny and return:

- 1) Passport valid for a minimum period of six months with valid visa.
- 2) Employment contract from foreign employer duly attested by the Indian Mission.
- 3) Challan towards deposit of prescribed fee.
- 4) Valid Pravasi Bharatiya Bima Policy.

Documents required for Unskilled Workers

Unskilled workers (***who do not possess any vocational qualification and perform casual job which does not require any special skill, viz. Helper, Peon, Sweeper etc.***) and women (not below 30 years of age) seeking employment abroad as housemaids/ domestic workers shall continue to furnish (in original) the following documents at the time of obtaining emigration clearance:

- 1) Passport valid for a minimum period of six months with valid Visa.
- 2) Work agreement from the foreign employer duly attested by the Indian Mission. an signed by employer and employee or Permission letter from the concerned Indian Mission/ Post.
- 3) Challan towards deposit of prescribed fee.
- 4) Valid Pravasi Bharatiya Bima Policy.
- 5) Approval of the Ministry, if the female worker is below 30 years of age.

EC Clearance – Through Project Exporters

Documents required for Emigration Clearance (Through Project Exporter)

1. Valid Passport (Valid for at least 6 months)
2. Valid visa in English language.
3. Permit issued by Ministry of Overseas Indian Affairs, with effective date of validity.
4. Valid Pravasi Bharatiya Bima Policy.
5. Valid Bank Guarantee.

EC Clearance – Through RAs

While dealing through RA, one must ensure that

Your Recruiting Agent has valid Registration Certificate issued by the Protector General of Emigrants, Govt. of India. In case of doubt, check with any of the offices of the Protectors of Emigrants (POEs) or the Protector General of Emigrants (PGE). (*DO NOT deal with sub-agents as they are not permitted under the Emigration Act, 1983 and Rules.*)

DO NOT pay the Agent anything towards service charge which are more than the equivalent of his wages for forty-five days as offered in the employment contract, subject to a maximum of twenty thousand. And obtain a receipt of the payment made to the RA.

Make payments preferably by Demand Draft or Cheque and obtain a receipt. Complaints of overcharging or cheating can be lodged with the concerned POE or with the Protector General of Emigrants(PGE).Their contact details are available on MOIA's website, www.moia.gov.in.

(b) Verification of the genuineness of visa/an employment document

For verification of the genuineness of the Visa, one may refer it to the Embassy of India in Riyadh or the Consulate General of India in Jeddah, with full particulars of the sponsor company (Name, Address, Telephone and Fax No.) which issued the visa, along with Passport particulars.

It must be ensured that the profession and other particulars on the visa tally with those in the work-agreement. For, working in Saudi Arabia as different from the visa-profession and away from the sponsor in whose name the visa has been issued, is illegal and sternly dealt with.

(c) Fate of Indian Nationals with 'Visit visa'

Some companies may be bringing people on 'Visit Visa' to meet their urgent manpower requirements for short-term work. Under the appropriate Saudi Laws, companies are not permitted to bring workers on Visit visa. However, short term Business work visas are permitted for the skilled and highly specialized categories of workers. As Visit visa is different from employment visa and it is not covered by the labour laws of Saudi Arabia, semi-skilled and unskilled workers and those for intending to work for longer periods, must not accept such visa for entry into Kingdom.

(d) Warning against 'Free Visa'

According to existing Saudi Labour laws, it is illegal for expatriate workers to work with sponsor other than one in whose name visa was issued, provided, he/she has legally taken transfer to other sponsor, after arrival in Saudi Arabia. Except for investors, it is also illegal for expatriates to do own business and to engage in the profession other than one for which visa/iqama (residence permit) has been issued.

Therefore, the impression that under the category of 'Free Visa' which is nothing but a fallacy, the expatriate worker can do any job and anywhere, is wrong and in its name,

- (i) Period of employment/place of employment;
- (ii) Wages and other conditions of service;
- (iii) Free food or food allowance provision;
- (iv) Free accommodation;
- (v) Provisions in regard to disposal/transportation of dead body of the emigrant worker in case of death;
- (vi) Working hours, overtime allowance, other working conditions, leave and social security benefits as per local labour laws;
- (vii) To-and-fro air-passage at the employers' cost; and
- (viii) Mode of settlement of disputes

(f) Advisory for Pre-Departure Attestation of Work-Agreement

In Saudi Arabia, on arrival, the employer (sponsor/Kafil) generally insists on signing new work agreement in Arabic only which is duly countersigned by the Ministry of Labour. This contract is treated as the valid document with regard to salary and all other terms related to employment. The contract signed in India between the worker & the employer has no legal sanctity under the Saudi Labour laws. Therefore, it is strongly advised that before departure, the employee must insist on getting a copy of the attested work-agreement by the Indian Mission (Embassy in Riyadh /Consulate in Jeddah). Though, presently, barring for ECR category women emigrants, there is no mandatory requirement for attestation of the work agreement by the Missions, yet, in case of dispute with the employer, it is the document which can stand validity criteria of the executive and judicial systems. Also, before attesting these in the Missions, it is ensured that the document is valid in the eyes of the Saudi Labour Laws, it has sufficient safeguards for the welfare of the employee, Minimum salary benchmarks as fixed by our Missions, are met (in Saudi Arabia, there is no minimum salary in place), and that the employer has not earlier come to adverse notice of the Mission.

(g) Customs Formalities (*Double check before Security Check at Indian airports*)

(.) Personal baggage – Customs checking and rules are **VERY STRICT**. Kindly co-operate with the Customs staff at the International Airport.

(.) Ensure that you do not carry any narcotics or alcoholic drinks. Alcohol is strictly prohibited. Its consumption is a serious offence attracting severe punishment or deportation.

(.) Khas-khas (poppy seeds), Gaat leaves (catha edulis) and drugs are not allowed in the kingdom and its possession in any quantity is prohibited. Those found carrying these are dealt with sternly with severe punishments.

(.) Also ensure, you **do not carry any medicines without authentic medical prescription** or which is forbidden in the Kingdom of Saudi Arabia. **DO NOT accept any unchecked parcel from any one. If you have to take a parcel for someone, check thoroughly that it does not contain alcohol or narcotics, khas-khas (poppy seeds) or any other forbidden material. Otherwise, you may land in serious trouble on arrival in Saudi Arabia.**

2. General Checks before Departure to Saudi Arabia

1. Ensure that the validity of your Passport is not less than six months.
2. A valid Visa must be either stamped on or accompany your Passport.
3. You must possess a copy of the Employment Contract signed by you and your foreign employer, duly attested by the registered recruiting agent.
4. In addition to originals documents, it is advisable to keep a copy each of employment agreement/contract in English duly authenticated by the recruiting agent, complete passport including pages of visa and EC and Certificates of educational qualification with you and your family members in India, separately.

(NOTE: In Saudi Arabia, sponsor/employer keep original passports and employment contracts with them. However, workers must keep copies of these documents with themselves.)

5. Open a Savings Bank N.R.E. Account in one of the Banks in India to enable you to send your remittances from abroad.
6. Get familiar with the local labour laws, working and living conditions of Saudi Arabia.
7. Keep with you complete address of the Indian Embassy in Riyadh and Consulate in Jeddah.

Keep handy with you contact number and address of the sponsor and his/her agent in Saudi Arabia. Also keep contact details of your RA in India and Indian missions in Saudi Arabia.

3. After Arrival in Saudi Arabia - Few Precautions

1. Once you land your dream country and if face any difficulty in locating your foreign employer, contact your RA and the nearest Indian Mission immediately.
2. At the first available opportunity, visit the nearest Indian Mission and get yourself registered.
3. Obtain the Labour Card and IQAMA (identity Card) as early as possible after arrival in Saudi Arabia and keep with you. "Iqama" (identity cards) are issued by the Ministry of Interior, whereas, the Labour cards are issued by the Ministry of Labour. Both Iqama and Labour cards are issued to all expatriates workers soon after they settle down on their jobs. According to Labour Laws, it is the responsibility of the sponsor to get these documents issued to the worker within ninety(90) days of his arrival. However, If it is not issued within a period of 90 days, immediately contact nearest Indian Mission with full details and particulars of the employment.
4. Always keep with you or your friend a copy of Employment Contract signed by you in India.
5. DO NOT sign any other Employment Contract or any blank paper.
6. DO NOT strike work or resort to agitations. These are illegal under Saudi Arabia's labour laws. You could be arrested, imprisoned and deported.
7. In case you misplace your Passport, inform the nearest Indian Mission immediately giving them full details.

8. DO NOT accept temporary or permanent employment with another person or establishment other than the sponsoring company / establishment / person. (Employment with other than your original sponsor is strictly prohibited and attracts severe punishment. The details of the fines and penalties for such employees and employers are attached in the appendix.vi)
9. Get your Passport, Visa or Employment Contract renewed before it is expired. If you are returning to India for a short while during the tenure of your Employment-Contract abroad, ensure that you have been granted Exit/Re-entry visa and not the Final-Exit and return to Saudi Arabia before its expiry.
10. **Indian workers assigned to drive a vehicle, whether any type of car, Light or Heavy Commercial Vehicle must drive only after they have been issued proper Driving Licence by the Saudi authorities and the vehicle has Third Party insurance, at least.** If the sponsor forces him to drive the vehicle without licence and TPI, he must immediately report it to the Police or the Mission (Embassy or Consulate). According to the Saudi laws, In the absence of Driving Licence and Insurance(TPI), the driver alone is held responsible for any damage to life or property.

4. Leaving the Kingdom on final exit- Few Checks

1. The exit visa is for 'Final Exit' and not 'Exit/ re-entry'.
2. Exit visa is affixed on latest passport if issued and not on the old passport which was retained by the sponsor and entries transferred on new passport (Naqal Maalumaat).
3. Original iqama has been submitted to the Jawazat office.
(In case of electronic exit, it should be surrendered at the airport.)
4. One has received all their dues including End-of-Service benefits from the sponsor. In case one has any money or payment due to him from anybody/organization, institute, he must authorize somebody living in KSA to receive it on his behalf. This authority should be executed in the presence of Saudi Notary (kitabatul adal).
5. No vehicle is registered in their name.
6. All outstanding loan including those obtained from Bank either directly or under sponsor's guarantee have been repaid. Before leaving the Kingdom, one must obtain No Dues certificate from the sponsor and the Bank.
7. Pending fines/ penalties or any other dues such as those for Mobile phone or any other services have been settled and No Dues Certificate has been obtained.
8. Original certificates of academic/professional qualifications have been returned by the sponsor.
9. A No Objection Certificate of the sponsor has been obtained if one wishes to return to Saudi Arabia on new visa under other sponsors.
10. Experience Certificate has been obtained from the sponsor. It is sometimes required by new employer.
11. If planning to migrate to third country, Police Clearance has been obtained.
12. A set of documents pertaining to stay in Saudi Arabia, such as passport, Iqama, etc. is retained, for any further use.

Part – II

Welfare Schemes for the overseas Indian workers

1. GOI Schemes

(a) Pravasi Bharatiya Bima Yojana (PBBY)

(b) Mahatma Gandhi Pravasi Suraksha Yojana (MGPSY)

(c) Indian Community Welfare Fund (ICWF)

2. Saudi Government Scheme

Compensatory Provisions of General Organization of Social Insurance (GOSI), KSA for Expatriate Workers

Welfare Schemes for the Overseas Indian Workers

1. Government of India's Welfares Schemes for Indian workers

(a) Pravasi Bharatiya Bima Yojana (PBBY)

The **Pravasi Bharatiya Bima Yojana** is a compulsory insurance scheme for overseas Indian workers having Emigration Check Required (ECR) passport going to ECR countries including Saudi Arabia. The salient features of the Yojana as in force from April 1, 2008, are as under ;

SALIENT FEATURES

An insurance cover of a minimum sum of Rs. 10.00 lakhs payable to the nominee/legal heir in the event of death or permanent disability of any Indian emigrant who goes abroad for employment purpose after obtaining emigration clearance from the concerned Protector of Emigrants (POE).

The Insurance policy shall be valid for a minimum period of two years or the actual period of employment contract, whichever is longer.

In case of death, besides the cost of transporting the dead body, the cost incurred on economy class return airfare of one attendant shall also be reimbursed by the Insurance company. The claim for reimbursement shall be filed with the Insurance company within ninety days of completion of journey.

In the event of death or permanent disability due to any accident/physical injury sustained while in employment abroad, the Insurance company shall reimburse the sum assured even after expiry of the Insurance policy provided the accident occurred during currency of the Insurance cover and claim in this regard is filed within 12 calendar months from the date of the accident.

If the emigrant worker is not received by the employer or if there is any substantive change in the job/Employment Contract/Agreement to the disadvantage of the insured person, or if the employment is prematurely terminated within the period of employment for no fault of the emigrant, the Insurance Company shall reimburse one-way Economy Class airfare provided the grounds for repatriation are certified by the concerned Indian Mission/Post and the air-tickets are submitted in original.

A medical insurance cover of a maximum of Rs 75000/- only in case of hospitalization of the insured worker in an emergency on grounds of accidental injuries and/or sickness/ailments/diseases occurring during the period of Insurance whether in India or in the country of his employment.

The Insurance company shall either provide cash-less hospitalization and/or reimburse the actual medical expenses in above eventuality, provided the medical treatment is in India.

Hospitalisation cover of Rs. 50,000/- per annum for the family of the emigrant worker in India consisting of spouse and two dependent children upto twenty one years of age in the event of death or permanent disability of the insured person.

In case of falling sick or declared medically unfit to commence or continue or resume working and the service contract is terminated by the FE within the first 12 months of taking the insurance cover, the actual one-way Economy Class airfare shall be reimbursed by the Insurance company provided the grounds for repatriation are certified by the concerned Indian Mission/Post and the Air-tickets are submitted in original.

In case the repatriation is arranged by the Indian Mission/Post, the Insurance Company shall re-imburse the actual expenses to the concerned Indian Mission/Post.

Maternity benefits to women emigrants, subject to a maximum cover of Rs. 25,000/-. In case of medical treatment in the country of employment, the maternity benefits would be provided only if the requisite documents are certified by the concerned Indian Mission/Post. The re-imbursement shall be restricted to actuals.

A cover of Rs. 30,000/- for legal expenses incurred by the emigrant in any litigation relating to his/her employment, provided the necessity of filing such case is certified by the appropriate Ministry of that country. The actual expenses incurred will be certified by the concerned Indian Mission/Post.

The premium charged will be Rs. 275 and Rs. 375 +service tax, for a policy periods of 2 and 3 years respectively.

This policy is available from undernoted Insurance Companies:-

1. Oriental Insurance Company Ltd.
2. United Insurance Company Ltd.
3. National Insurance Company Ltd.
4. ICICI Lombard.
5. Star Health & Allied Insurance Co. Ltd.
6. IFFCO Tokyo
7. Bajaj Allianz General Insurance Co. Ltd.
8. Reliance General Insurance Co. Ltd.

(Details of the Yojana are available on the MOIA's website, www.moia.gov.in).

(b) MAHATMA GANDHI PRAVASI SURAKSHA YOJANA (MGPSY)

With the aim and objectives of providing financial relief to overseas Indian workers having Emigration Check Required (ECR) passports, Government of India (Ministry of Overseas Indian Affairs) has launched a voluntary social security scheme, called Mahatma Gandhi Pravasi Suraksha Yojna (MGPSY) in Kerala and UAE (Abu Dhabi and Dubai) on pilot basis. The Scheme is also slated to be launched in Saudi Arabia. The salient features of the Mahatma Gandhi Pravasi Suraksha Yojna (MGPSY) are given below.

Objective of MGPSY is to encourage and enable the overseas Indian workers by giving government contribution to:

- Save for their Return and Resettlement (R&R)
- Save for their old age,
- Obtain a Life Insurance cover against natural death during the period of coverage.

Eligibility: overseas Indian workers having Emigration Check Required (ECR) passports in the age group of 18-50 years and have migrated to ECR countries on Employment or Contract visa.

Procedure for Enrolment: Enrolment of eligible volunteers (applicants/participants) will be done by MOIA appointed Service Providers. On enrolment an NRE Bank Account will be opened in the name of the participant and linked with the Scheme (MGPSY). The contribution of the participant to the Scheme will be automatically deducted from this account and credited to Scheme.

The government contribution

- Rs. 1,000 p.a. to those who save between Rs.1,000 and Rs.12,000 per year in NPS-Lite.
- An additional contribution of Rs. 1,000 is available to women workers. (This contribution is for a period of five years or till the return of subscribed worker back to India, whichever is earlier).
- A special government contribution of Rs.900 by MOIA towards Return and Resettlement (R&R) of the overseas Indian workers who save Rs.4,000 or more per annum.

Withdrawals:

- On Return: Return and settlement Savings.
- On retirement: A part of the savings will be returned and the balance will be converted into monthly pension.

Role of Consulate General of India: In order to implement the Scheme, Consulate is planning to spread awareness about it amongst the eligible volunteers and for this purpose will soon be organizing awareness visits to the residential camps of potential Saudi employers in the southern and western regions of the Kingdom. Dates and venues of these visits will be given after taking consent of the employers. Details of the Scheme are available on the MOIA's website, <http://moia.gov.in>.

(c) Indian Community Welfare Fund (ICWF)

Indian Community Welfare Fund (ICWF) Scheme is one of the welfare Schemes run by the MOIA for the welfare of overseas Indian workers. Under the provisions of the MOIA-run(ICWF) scheme, Indian Missions abroad provide, on means-tested basis, the financial assistance to overseas Indian workers who are in distress. The objectives of the Scheme are given below;

- (i) Boarding and lodging for distressed Overseas Indian workers in Household / domestic sectors and unskilled labourers.
- (ii) Extending emergency medical care to the Overseas Indians in need.
- (iii) Providing air passage to stranded Overseas Indians in need.
- (iv) Providing initial legal assistance to the Overseas Indians in deserving cases.
- (v) Expenditure on incidentals and for airlifting the mortal remains to India or local cremation/burial of the deceased Overseas Indians in such cases where the sponsor is unable or unwilling to do so as per the contract and the family is unable to meet the cost.

(vi) Providing the payment of penalties in respect of Indian nationals for illegal stay in the host country where prima-facie the worker is not at fault.

(vii) Providing the payment of small fines/penalties for the release of Indian nationals in jail/detention centre.

(viii) Providing support to local Overseas Indian Associations to establish Overseas Indian Community Centres in countries that have population of Overseas Indians exceeding 1,00,000.

(ix) Providing support to start and run Overseas Indian Community-based student welfare centres in Countries that have more than 20,000 Indian student's presence.

(x) Application form for claiming financial assistance under this Fund may be downloaded from the Consulate's web-link, <http://cgijeddah.mkcl.org/Content.aspx?ID=26485&PID=681>.

2. Saudi Government Scheme

Compensatory Provisions of General Organization of Social Insurance (GOSI), KSA for Expatriate Workers

General Organization for Social Insurance (GOSI) is the Saudi regulatory authority for administration of Social Insurance Laws. These laws are applicable to both Saudi and non-Saudi workers in the private sector and covers benefits of insurance including medical and cash compensation in the events of sustaining bodily injuries by the expatriate worker out of occupational hazards, employment accidents or occupational disease.

According to these laws, the GOSI has made it mandatory for all employers to register with them all their expat employees and pay 2% of their wages to the GOSI as participatory contribution. The benefits are available to all expats irrespective of their nationalities and type of profession. Some salient features of the Scheme are as under;

The Occupational Hazards Branch of the GOSI covers employment injuries resulting from the following:

1. Accident sustained by the contributor during or as a result of work
2. Accidents occurred during commutation between places of residence and work, or while en route from place of work to dining or praying rooms or vice versa.
3. Accidents occurred while performing work related tasks assigned by the employer.
4. Any work related disease suffered by the employee.
5. Any disease specified in the schedule of occupational disease.

Benefits available to the injured worker :

(i) Medical Care

GOSI provides a comprehensive medical care for employees who sustain employment injury. Such a care is provided through hospitals and medical centers having contract with GOSI.

(ii) Cash Compensation

The injured employee is entitled to a daily allowance of 100% of the daily wage for each day of disability. In case of getting medical treatment through GOSI, it is reduced to 75% of wages.

In case of total or permanent disability, the worker is entitled to a cash compensation after it is decided by a medical board constituted by the GOSI.

Procedure to get compensation:

The injured worker is obliged to notify the employer of the injury within seven days from the date of injury. Employer must notify GOSI office of the injury within three days from being informed of the injury or taking note of its occurrence. On receipt of information, the Organization provides necessary treatment to the injured person at the hospitals, private clinics or medical centre on its panels, until he is fully recovered or his condition is stabilized, as decided by the treatment centre.

In case of injury leading to disability, its degree and severity is decided by the Primary Medical Board which is constituted by the GOSI. Against the decision of the Primary Medical Board, an appeal can be preferred to the Appeal Medical Board, within stipulated period of the decision.

Compensations due to disability are paid only after the Board arrives at a decision and after the lapse of admissible appeal period.

In case of compensation of death caused by occupational hazards and accidents, the GOSI, after being duly intimated by the sponsor about, examines the case and after establishing the admissibility, forward the necessary documents directly to the next of kin for completion. After these are received back by them, the GOSI pays compensations directly to the Next of Kin.

NB: *Registered employees can also remain in direct touch with the GOSI by registering themselves on their website, www.gosi.gov.sa. For this they need their ID with GOSI, Iqamah number, email and mobile number.*

Part – III

Saudi Labour Law (Abridged)

1. General Provisions

2. Work contract

Contract period

Renewal/extension of Contract Period

Probationary Period

Currency of Contract in case of transfer of ownership of the employing establishment

3. Cost of Iqama, Work permit, change of profession and sponsorship etc.

4. Employer's Duties

5. Worker's Duties

6. Disciplinary Rules

Safeguards against arbitrary imposition of penalties on workers

7. Termination of Work Contract

Safeguards against arbitrary termination by the employer

Prior-Termination of contract by Employer

Prior-Termination of contract by Employee

Termination of Contract during Probation Period

8. End-of-Service Award

9. Wages

Definitions

Deduction of wages-circumstances and safeguards

Absence of wages-clause in the work contract

Wages during temporary disability arising from work injury

Working Hours

10. Rest Periods

Weekly Rest Days

11. Leaves

Annual Leave

Sick Leave

12. Protection Against Occupational Hazards

Admissibility of medical treatment, expenses therefor and compensations for work injury or disease and resulting partial or total disability of the worker

SAUDI LABOR LAW (ABRIDGED)

(Authority: Royal Decree No. M/51 dated 23 Shaban 1426 (H) / 27 September 2005(G).
(The governing text is the Arabic text.)

1. GENERAL PROVISIONS

Continuous Service:

(Uninterrupted service of a worker for the same employer or his legal successor from the starting date of service.) Service shall be deemed continuous in the following cases:

- (1) Official holidays and vacations.
- (2) Interruptions for sitting for examinations in accordance with the provisions of this Law.
- (3) Worker's unpaid absences from work for intermittent periods not exceeding twenty days per work year.

Article (4): When implementing the provisions of this Law, the employer and the worker shall adhere to the provisions of Shariah.

Article (5): The provisions of this Law shall apply to:

- (1) Any contract whereby a person commits himself to work for an employer and under his management or supervision for a wage.
- (2) Workers of agricultural and pastoral firms that employ ten or more workers.
- (3) Workers of agricultural firms that process their own products.
- (4) Workers who operate or repair agricultural machineries on a permanent basis.

Article (7): The following shall be exempted from the implementation of the provisions of this Law:

- (1) Domestic helpers and the like.
- (2) Sea workers working on board of vessels with a load of less than five hundred tons.
- (3) Agricultural workers other than the categories stated in paras (2) and (3) above under Article (5) .
- (4) Non-Saudi workers entering the Kingdom to perform a specific task for a period not exceeding two months.

Article (8): Any condition that contradicts the provisions of this Law shall be deemed null and void. The same applies to any release or settlement of the worker's rights arising from this Law during the validity of the work contract, unless the same is more beneficial to the worker.

Article (9): Arabic shall be the language used for work contracts etc. If the employer uses a foreign language beside Arabic in any of the mentioned cases, the Arabic text shall prevail.

Article (10): All periods and schedules provided for in this Law shall be according to Hijri calendar.

Article (19): Amounts due to the worker or his heirs under this Law shall be deemed first rate privileged debts and the worker and his heirs shall, for the purpose of settling them, be entitled to a privilege over all the employer's properties. In the case of bankruptcy of the employer or liquidation of his firm, the aforementioned amounts shall be entered as privileged debts and the worker is paid an expedited amount equivalent to one month wage prior to payment of any other expenses including judicial, bankruptcy or liquidation expenses.

2. Work contract

Article (50): A work contract is a contract concluded between an employer and a worker, whereby the latter undertakes to work under the management or supervision of the former for a wage.

Article (51): The work contract shall be in duplicates, one copy to be retained by each of the two parties. However, a contract shall be deemed to exist even if not written. In this case the worker alone may establish the contract and his entitlements arising therefrom by all methods of proof. Either party may at any time demand that the contract be in writing.

Article (52): The work contract shall primarily include the name of the employer, venue, the name of the worker, nationality, identification, wage agreed upon, type and location of work, date of employment, duration of the contract if fixed, subject to the provisions of Article 37 of this Law.

Article (38): An employer may not employ the worker in a profession other than the one specified in his work permit. Before following the legal procedures for changing the profession, a worker is prohibited to engage in a profession other than his.

Article (39): (1) Unless he has followed the stipulated legal rules and procedures, an employer may not allow his worker to work for others, and a worker may not work for other employers. Similarly, an employer may not employ workers of other employers.

(2) An employer may not allow a worker to work for his own account and a worker may not work for his own account.

Article (58): The employer may not transfer the worker from his original workplace to another place that entails a change in his place of residence, if such transfer is likely to cause serious harm to the worker and is not justified by the nature of work.

Article (59): A monthly-paid worker may not be reclassified as a daily-paid, a weekly-paid or an hourly-paid worker nor as a worker paid by piecework, unless the worker agrees thereto in writing and without prejudice to the rights he has acquired during the period he spent as a monthly-paid worker.

Article (60): Without prejudice to the provisions of Article (38) of this Law, a worker may not be assigned duties which are essentially different from the work agreed upon without his written consent, except in cases of necessity dictated by transient circumstances and for a period not exceeding thirty days a year.

Article (8): Any condition in the work contract that contradicts the provisions of this Law shall be deemed null and void. The same applies to any release or settlement of the worker's rights arising from this Law during the validity of the work contract, unless the same is more beneficial to the worker.

Contract period

Article (37): The work contract for non-Saudis shall be written and of a specified period. If the contract does not specify the duration, the duration of the work permit shall be deemed as the duration of the contract.

Article (56): In all cases where the contract term is renewed for a specific period of time, the contract renewal period shall be an extension of the original term in determining the worker's rights which takes into account the worker's period of service.

Renewal/extension of Contract Period

Article (55): (1) The fixed-term contract shall terminate upon expiration of its term. If the two parties continue to implement it, it shall be deemed renewed for an indefinite period of time, subject to the provisions of Article (37) of this Law for non-Saudi workers.

(2) If the fixed-term contract incorporates a clause providing for its renewal for a similar term or a specified term, the contract shall be renewed for the period agreed upon. If the contract is renewed for two consecutive terms or if the original contract term and the renewal period amount to three years, whichever is less, and the two parties continue to implement it, the contract shall become an indefinite term contract.

Probationary Period

Article (53): If the worker is subject to a probation period, the same shall be expressly stated and clearly indicated in the work contract. Such probation period shall not exceed ninety days, exclusive of Eid al-Fitr and Eid al-Adha holidays and sick leaves. Each party shall have the right to terminate the contract during this period, unless the contract embodies a clause giving the right to terminate the contract to only one of them.

Article (54): A worker may not be placed on probation more than once by the same employer. As an exception to this, the worker may, with the approval of the contract parties, be subjected to another probation period of not more than ninety days on the condition that this period involves another profession or work. If the contract is terminated during the probation period, neither party shall be entitled to compensation nor shall the worker be entitled to an end-of-service award.

Currency of Contract in case of transfer of ownership of the employing establishment

Article (18): If the ownership of a firm is transferred to a new owner or a change takes place in its legal form through merger, partition or otherwise, the work contracts shall remain in force in both cases and service shall be deemed continuous. As for workers' rights accrued for the period prior to the change such as wages or unrealized end-of-service award on the date of transfer of ownership and other rights, the predecessor and the successor shall be jointly and severally liable. However, in the case of transfer of ownership of individual firms, for any reason, the predecessor and the successor may agree to transfer all the previous rights of the worker to the new owner with the written consent of the worker. If the worker disapproves, he may request the termination of his contract and collect his dues from the predecessor.

3. Cost of Iqama, Work permit, change of profession and sponsorship etc.

Article (40): (1) An employer shall incur the fees pertaining to recruitment of non-Saudi workers, the fees of the residence permit (Iqama) and work permit together with their renewal and the fines resulting from their delay, as well as the fees pertaining to change of profession, exit and re-entry visas and return tickets to the worker's home country at the end of the relation between the two parties.

(2) An employer shall bear the fees of transferring the services of a worker who wishes to transfer his service to him.

(3) An employer shall be responsible for the cost of preparing the body of a deceased worker and transporting it to the location where the contract was concluded, or where the worker was recruited unless the worker is interred in the Kingdom with the approval of his family. The employer shall be relieved if the General Organization for Social Insurance (GOSI) undertakes the same.

(4) A worker shall incur the costs of returning to his home country if he is unfit for work or if he wishes to return to his home country without a legitimate reason.

4. Employer's Duties

Article (61): In addition to the duties provided for in this Law and the regulations and decisions issued for its implementation, the employer shall be required to:

(1) Refrain from using the worker without pay and shall not, without a judicial instrument, withhold the worker's wages or any part thereof. The employer shall treat his workers with due respect and refrain from any action or utterances that may infringe upon their dignity and religion.

(2) Give the workers the time required to exercise their rights as provided for in this Law without any deductions from their wages against such time. He may regulate the exercise of this right in a manner not detrimental to the work progress.

(3) Facilitate for the employees of the competent authorities any task related to the enforcement of the provisions of this Law.

Article (62):

If the worker reports to work on the prescribed time or expresses his readiness to perform his work at such times but is prevented from doing so only by a cause which is ascribed to the employer, the worker shall be entitled to the wage for the period during which no work is performed.

5. Worker's Duties

Article (65): In addition to the duties provided for in this Law and the regulations and decisions in implementation thereof, the worker shall be required to:

(1) Perform the work in accordance with the trade practice and the employer's instructions provided that such instructions do not conflict with the contract, the law or public morality and that they do not expose him to any undue hazards.

(2) Take due care of the employer's machinery, tools, supplies and raw materials placed at his disposal or in his custody and return to the employers the unused materials.

(3) Abide by proper conduct and ethical norms during work.

(4) Extend all assistance and help without making it contingent on additional pay in cases of disasters or hazards threatening the workplace or the persons working therein.

(5) Undergo, upon the employer's request, the medical examinations required prior to or during employment to ensure that he is free from occupational or communicable diseases.

(6) Keep confidential the technical, trade and industrial secrets of the products or which he directly or indirectly contributed to their production, as well as all trade secrets related to the work or the firm, the disclosure of which is likely to cause damage to the employer's interests.

6. Disciplinary Rules

Article (66): The disciplinary penalties that the employer may inflict on the worker:

(1) Warning. (2) Fines. (3) Withholding allowance or postponing it for a period not exceeding one year if prescribed by the employer. (4) Postponement of promotion for a period not exceeding one year if prescribed by the employer. (5) Suspension from work and withholding of wages. (6) Dismissal from work in cases set forth by the law.

Safeguards against arbitrary imposition of penalties on workers

Article (67): An employer may not inflict on a worker a penalty not provided for in this Law or in the work organization regulation.

Article (68): The penalty shall not be made harsher in the event of repeated violation if one hundred eighty days have elapsed since the previous violation was committed, calculated from the date the worker is informed of the penalty for that violation.

Article (69): A worker may not be accused of any offense discovered after the elapse of more than thirty days, nor shall he be subjected to a disciplinary penalty after the elapse of more than thirty days from conclusion of the investigation and establishment of the worker's guilt.

Article (70): A worker may not be subjected to disciplinary penalty for an act committed outside the workplace unless such act is related to the job, the employer or the manager in-charge. Nor may a worker be fined for a single violation an amount in excess of a five-day wage, and no more than one penalty shall be applied for the same violation. No more than a five-day wage shall be deducted from his wages in one month in payment of fines, or his suspension from work without pay may not exceed five days a month.

Article (71): A disciplinary action may not be imposed on a worker except after notifying him in writing of the allegations, interrogating him, hearing his defense and recording the same in minutes to be kept in his file. The interrogation may be verbal in minor violations the penalty for which does not go beyond a warning or a deduction of a one-day salary. This shall be recorded in minutes.

Article (72): The worker shall be notified in writing of the decision of imposing the penalty on him. If he refuses to receive the same or if he is absent, the notice shall be sent to the address shown in his file by registered mail. The worker may object to the decision of imposing the penalty upon him within fifteen days, excluding official holidays, from the date of notifying him of the final decision. The objection shall be filed with the Commission for the Settlement of Labor Disputes which shall be required to issue its decision within thirty days from the date of registering the objection.

Article (73): Fines imposed on the workers shall be entered in a special record, showing the worker's name, his wages, the amount of the fine, reasons and date of the fine. Such fines may not be disposed of except for the benefit of the firm's workers, upon the Ministry's approval.

7. Termination of Work Contract

Article (74): A work contract shall terminate in the following cases:

- (1) If both parties agree to terminate it, provided that the worker's consent be in writing.
- (2) If the term specified in the contract expires, unless the contract has been explicitly renewed in accordance with the provisions of this Law in which case it shall remain in force until the expiry of its term.
- (3) At the discretion of either party in indefinite term contracts.
- (4) The worker attains the age of retirement, which is sixty years for males and fifty five years for females, unless the two parties agree upon continuing work after this age. The retirement age may be reduced in cases of early retirement as provided for in the work organization regulation. If it is a fixed-term work contract which extends beyond the retirement age, it shall terminate at the end of its term.
- (5) Force majeure.

Article (57): If the contract involves performance of a specific work, it shall terminate with the completion of the work agreed upon.

Article (83): If the work assigned to the worker allows him to get acquainted with the employer's customers, or to have access to his business secrets, the employer may require the worker in the contract not to compete with him or reveal his secrets upon expiration of the contract. For this condition to be valid, it shall be in writing and specific in terms of time, place and type of work and to the extent required to protect the legitimate interests of the employer. In all cases, the duration of such agreement shall not exceed two years from the date of termination of the relationship between the two parties.

Safeguards against arbitrary termination by the employer

Article (78): A worker who has been dismissed from work without valid reason may demand reinstatement. Such claims shall be considered in accordance with the provisions of this Law and the Litigation Regulations before the Commissions for the Settlement of Labor Disputes.

Article (79): A work contract shall not expire by the death of the employer unless his person has been taken into consideration in concluding the contract, but shall expire with the death or incapacity of the worker in accordance with a medical report approved by the competent health authority or the authorized physician designated by the employer.

Article (82): An employer may not terminate the worker's services on account of illness prior to availing him of the period designated for sick leave as provided for in this Law. The worker may request that his sick leave be combined with his annual leave.

Prior-Termination of contract by Employer

Article (80): An employer may terminate the contract in following situations. However, termination will make it incumbent upon him to give the worker a chance to state his reasons for objecting to the termination:

- (1) If, during or by reason of the work, the worker assaults the employer, the manager in-charge or any of his superiors.
- (2) If the worker fails to perform his essential obligations arising from the work contract, or to obey legitimate orders, or if, in spite of written warnings, he deliberately fails to observe the instructions related to the safety of work and workers as may be posted by the employer in a prominent place.
- (3) If it is established that the worker has committed a misconduct or an act infringing on honesty or integrity.
- (4) If the worker deliberately commits any act or default with the intent to cause material loss to the employer, provided that the latter shall report the incident to the appropriate authorities within twenty-four hours from being aware of such occurrence.
- (5) If the worker resorts to forgery in order to obtain the job.
- (6) If the worker is hired on probation.
- (7) If the worker is absent without valid reason for more than twenty days in one year or for more than ten consecutive days, provided that the dismissal be preceded by a written warning from the employer to the worker if the latter is absent for ten days in the first case and for five days in the second.
- (8) If the worker unlawfully takes advantage of his position for personal gain.
- (9) If the worker discloses work- related industrial or commercial secrets. The employer may also terminate the contract any time with advance notice or indemnity and due Awards (ESB) except in the cases elaborated in Article 80, above.

Prior-Termination of contract by Employee

Article (75): If the contract is of an indefinite term, either party may terminate it for a valid reason to be specified in a written notice to be served to the other party at least thirty days prior to the termination date if the worker is paid monthly and not less than fifteen days for others.

Article (81): Without prejudice to all of his statutory rights, a worker may leave his job without notice in any of the following cases:

- (1) If the employer fails to fulfill his essential contractual or statutory obligations towards the worker.

(2) If the employer or his representative resorts to fraud at the time of contracting with respect to the work conditions and circumstances.

(3) If the employer assigns the worker, without his consent, to perform a work which is essentially different from the work agreed upon and in violation of provisions of Article (60) of this Law.

(4) If the employer, a family member or the manager in-charge commits a violent assault or an immoral act against the worker or any of his family members.

(5) If the treatment by the employer or the manager in-charge is characterized by cruelty, injustice or insult.

(6) If there exists in the workplace a serious hazard threatening the safety or health of the worker, provided that the employer is aware thereof but fails to take measures indicating its removal.

(7) If the employer or his representative, through his actions and particularly his unjust treatment or violation of the terms of the contract, has caused the worker to appear as the party terminating the contract.

Termination of Contract during Probation Period

Article (53) & (54): Each party shall have the right to terminate the contract during this period, unless the contract embodies a clause giving the right to terminate the contract to only one of them. If the contract is terminated during the probation period, neither party shall be entitled to compensation nor shall the worker be entitled to an end-of-service award.

8. End-of-Service Award

Article (64): Upon expiration of the work contract, the employer shall be required to:

(1) Give the worker, upon his request and free of charge, a certificate of work experience, indicating date of his employment, date of end of work, his profession, and the last wage received. If the certificate contains any remarks that are prejudicial to the worker's reputation or likely to limit his employment chances, the reasons shall be given.

(2) Return to the worker all certificates and documents he had submitted.

Article (84): Upon the end of the work relation, the employer shall pay the worker an end-of-service award of a half-month wage for each of the first five years and a one-month wage for each of the following years. The end-of-service award shall be calculated on the basis of the last wage and the worker shall be entitled to an end-of-service award for the portions of the year in proportion to the time spent on the job.

Article (85): If the work relation ends due to the worker's resignation, he shall, in this case, be entitled to one third of the award after a service of not less than two consecutive years and not more than five years, to two thirds if his service is in excess of five successive years but less than ten years and to the full award if his service amounts to ten or more years.

Article (86): As an exception to the provision of Article (8) of this Law, it may be agreed that the wage used as a basis for calculating the end-of-service award does not include all or some of the commissions, sales percentages, and similar wage components paid to the worker which are by their nature subject to increase or decrease.

Article (87): As an exception to the provisions of Article (85) of this Law, the worker shall be entitled to the full award if he leaves the work due to a force majeure beyond his control. A female worker shall likewise be entitled to the full award if she ends her contract within six months from the date of her marriage or three months from the date of giving birth.

Article (88): Upon the end of the worker's service, the employer shall pay his wages and settle his entitlements within a maximum period of one week from the date of the end of the contractual relation. If the worker ends the contract, the employer shall settle all his entitlements within a period not exceeding two weeks. The employer may deduct any work-related debt due to him from the worker's entitlements.

9. Wages

Definitions

Basic Wage:

All that is given to the worker for his work by virtue of a written or unwritten work contract regardless of the kind of wage or its method of payment, in addition to periodic increments.

Actual Wage:

The basic wage plus all other due increments decided for the worker for the effort he exerts at work or for risks he encounters in performing his work, or those decided for the worker for the work under the work contract or work organization regulation. This includes:

- (1) The commission or percentage from sales or profits paid against what the worker markets, produces, collects or realizes from increased or enhanced production.
- (2) Allowances the worker is entitled to for exerted effort, or risks he encounters while performing his job.
- (3) Increments that may be granted in accordance with the standard of living or to meet family expenses.

(4) Grant or Reward: What the employer grants to the worker and what is paid to him for honesty or efficiency and the like, if such grant or reward is stipulated in the work contract or the work organization regulation of the firm or if customarily granted to the extent that the workers consider it part of the wage rather than a donation.

(5) In Rem Privileges: what the employer commits himself to provide to the worker for his work by stating it in the work contract or the work organization regulation and its estimated at a maximum of two months basic wage per annum, unless it is otherwise determined to exceed that in the work contract or the work organization regulation.

Deduction of wages-circumstances and safeguards

Article (91): (1) If the worker, as a result of his own fault or violation of the employer's instructions and not as a result of a third party's fault or a force majeure, causes loss, damage or destruction to machineries or products owned by the employer while in his custody, the employer may deduct from the workers wage the amount necessary for repair or restoration to the original condition, provided that such deductions do not exceed a five-day wage per month.

The worker may file a grievance with the Commission for the Settlement of Labor Disputes regarding the allegations leveled at him or the employer's estimation of the damages. If the Commission rules that the employer is not entitled to claim such deductions or if it awards the employer a lower amount, the employer shall return to the worker the amounts unjustifiably deducted, within seven days from the date of the award.

(2) Either party shall file its grievance within fifteen work days; otherwise, it shall forfeit his right thereto. For the employer, the date of filing the grievance shall be from the date the occurrence is discovered, and for the worker from the date of his notification of the same by the employer.

Article (93): In all cases, deductions made may not exceed half the worker's due wage, unless the Commission for the Settlement of Labor Disputes determines that further deductions can be made or that the worker is in need of more than half his wage. In the latter case, the worker may not be given more than three quarters of his wage.

Article (94): (1) If any amount is deducted from the worker's wages for reasons other than those specified in this Law without his written consent, or if the employer delays, without a valid justification, payment of the worker's wages beyond the due date set forth in the Law, the worker, his representative or the head of the competent Labor Office may submit a request to the Commission for the Settlement of Labor Disputes to order the employer to return to the worker any wrongfully-deducted amounts or to pay him his outstanding wages.

(2) The said Commission may, if it establishes that the employer has unjustifiably deducted the said amounts or delayed the payment of the wages, impose on the employer a fine not exceeding twice the amount deducted from the worker's wage or twice the outstanding wages.

Absence of wages-clause in the work contract

Article (95): (1) If the work contract or the work organization regulation does not provide for the wage binding on the employer, the wage estimated for the same type of work in the firm, if any, shall be adopted; otherwise, the wage shall be estimated in accordance with the profession's norms at the place where the work is performed. In the absence of such norms, the Commission for Settlement of Labor Disputes shall estimate the wage in accordance with the dictates of justice.

(2) The same shall also apply in determining the type and scope of the service that the worker is required to render.

Wages during temporary disability arising from work injury

Article (137): In the case of temporary disability arising from work injury, the injured party shall be entitled to financial aid equal to his full wage for thirty days, then 75% of the wage for the entire duration of his treatment.

Article (97): If a worker is detained or taken into custody by the competent authorities in cases related to work or occasioned by it, the employer shall continue to pay the worker 50% of the wage until the case is decided, provided that the period of detention or custody shall not exceed one hundred eighty days. If said period exceeds that, the employer shall not be required to pay any portion of the wage for the excess period. If the worker is acquitted or the investigation is closed for lack of evidence or invalidity thereof, the employer shall return to the worker the amount previously deducted from his wage. However, if he is convicted, none of the payments made shall be recovered unless the judgment provides otherwise.

Working Hours

Article (98): A worker may not actually work for more than eight hours a day if the employer uses the daily work criterion, or more than forty-eight hours a week if he uses the weekly criterion. (During the month of Ramadan, the actual working hours for Muslims shall be reduced to a maximum of six hours a day or thirty-six hours a week.)

Article (99): The number of working hours provided for in Article (98) of this Law may be raised to nine hours a day for certain categories of workers or in certain industries and jobs where the worker does not work continuously.

Article (100): In firms where work is done in shifts, an employer may, with the Ministry's approval, increase the number of working hours to more than eight hours a day or forty eight hours a week, provided that the average working hours in three weeks time shall not be more or less than eight hours a day or forty eight hours a week.

10. Rest Periods

Article (101): Working hours and rest periods during the day shall be scheduled so that no worker shall work for more than five consecutive hours without a break of no less than thirty minutes each time during the total working hours for rest, prayer and meals, provided that a worker shall not remain at the workplace for more than eleven hours a day.

Article (102): The periods designated for rest, prayers and meals shall not be included in the actual working hours. During such periods, the worker shall not be under the employer's authority. The employer shall not require the worker to remain at the workplace during such breaks.

Article (103): The Minister may specify, pursuant to a decision by him, the cases and jobs where work shall, for technical reasons or operational conditions, continue without breaks. In such cases and jobs, the employer shall allow prayer, meal and rest periods to be scheduled during working hours by the management of the firm.

Weekly Rest Days

Article (104): (1) Friday shall be the weekly rest day for all workers. After proper notification of the competent labor office, the employer may replace this day for some of his workers by any other day of the week. The employer shall allow the workers to perform their religious obligations. The weekly rest day may not be compensated by cash.

(2) The weekly rest day shall be at full pay and shall not be less than twenty-four consecutive hours.

Article (107):(1) The employer shall pay the worker for overtime working hours an additional amount equal to the hourly wage plus 50% of his basic wage.

(2) If the firm is operated on the basis of weekly working hours, the hours in excess of the hours taken as the criterion shall be deemed overtime hours.

(3) All working hours performed during holidays and Eids shall be deemed overtime hours.

11. Leaves

Annual Leave

Article (109): (1) A worker shall be entitled to a prepaid annual leave of not less than twenty one days, to be increased to a period of not less than thirty days if the worker spends five consecutive years in the service of the employer.

(2) A worker shall enjoy his leave in the year it is due. He may not forgo it or receive cash in lieu during his period of service. The employer may set the dates of such leave according to work requirements or may grant them in rotation to ensure smooth progress of work. The employer shall notify the worker of the date of his leave in sufficient time of not less than thirty days.

Article (110): (1) A worker may, with the employer's approval, postpone his annual leave or days thereof to the following year.

2) An employer may postpone, for a period of not more than ninety days, the worker's leave after the end of the year it is due if required by work conditions. If work conditions require extension of the postponement, the worker's consent must be obtained in writing. Such postponement shall not, however, exceed the end of the year following the year the leave is due.

Article (111): A worker shall be entitled to a wage for the accrued days of the leave if he leaves the work without using such leave. This applies to the period of work for which he has not used his leave. He is also entitled to a leave pay for the parts of the year in proportion to the part he spent at work.

Article (112): Each worker shall be entitled to full-pay leave on Eids and occasions specified in the Regulations.

Sick Leave

Article (117): A worker whose illness has been proven shall be eligible for a paid sick leave for the first thirty days, three quarters of the wage for the next sixty days and without pay for the following thirty days, during a single year, whether such leaves are continuous or intermittent. A single year shall mean the year which begins from the date of the first sick leave.

12. Protection Against Occupational Hazards

Admissibility of medical treatment, expenses thereon and compensations for work injury or disease and resulting partial or total disability of the worker:

Article (29): If a worker sustains a work injury that results in a loss in his usual capabilities that does not prevent him from performing another job, the employer, in whose service the work injury was sustained, shall employ said worker in a suitable job for the wage specified for such job. This shall not prejudice the workers compensation for the injury.

Article (133): If a worker sustains a work injury or an occupational disease, the employer shall be required to treat him and assume directly or indirectly all necessary expenses, including hospitalization, medical examinations and tests, radiology, prosthetic devices and transportation expenses to treatment centers.

Article (134): An injury shall be deemed a work injury in accordance with the provisions of the Social Insurance Law. Occupational diseases shall also be considered work injuries and the date of the first medical diagnosis of the disease shall be treated tantamount to the date of injury.

Article (135): Any relapse or complication arising from an injury shall be deemed an injury and shall be treated as such in terms of aid and treatment.

Article (136): Occupational diseases shall be determined in accordance with the Occupational Diseases Schedule provided for in the Social Insurance Law. Degree of total or partial disability shall be determined according to the Disability Percentage Guide provided for in the said Law.

Article (137): In the case of temporary disability arising from work injury, the injured party shall be entitled to financial aid equal to his full wage for thirty days, then 75% of the wage for the entire duration of his treatment. If one year elapses or it is medically determined that the injured party's chances of recovery are improbable or that he is not physically fit to work, his injury shall be deemed total disability. The contract shall be terminated and the worker shall be compensated for the injury. The employer may not recover the payments made to the injured worker during that year.

Article (138): If an injury results in a permanent total disability or the death of the injured person, the injured person or his eligible beneficiaries shall be entitled to a compensation equal to his wages for three years, with a minimum of fifty four thousand riyals. If the injury results in a permanent partial disability, the injured person shall be entitled to a compensation equal to the percentage of the estimated disability in accordance with the approved disability percentage guide schedule multiplied by the amount of compensation for the permanent total disability.

Article (139): An employer shall not be required to comply with the provisions of Articles (133), (137) and (138) of this Law if any of the following is established:

- (1) If a worker deliberately injures himself.
- (2) If an injury is caused by intentional misconduct on the part of the worker.
- (3) If a worker refuses to be examined by a physician or refuses to accept treatment by the physician designated by the employer without a valid reason.

Part.IV

1. Redressal of Labour Disputes: Mechanism & available avenues

Mechanism to resolve Labour Disputes

Labour offices and the Commissions for Settlement of Labour Disputes

Appellate Authority

National Society for Human Rights

2. Redressal of complaints of domestic workers (House Driver and Housemaids, etc.).

Redressal of Labour Disputes: Mechanism and available avenues

Mechanism to resolve Labour Disputes

Indian workers facing harassments or dispute with his sponsor regarding non-payment of wages, leave, etc. can contact the Community Welfare Wing to sort out their problems where Consulate's officials try to resolve their problems through discussions with the sponsor for an amicable settlement. If no agreement or settlement is reached through discussions, the worker concerned is advised to approach the Labour Court where Interpreter's services are made available by the Consulate free of cost to enable him to pursue his case in the court. At present, this service is available only at Jeddah and not in places outside Jeddah. It is always good for all Indian nationals to keep the copy of their Resident Permit (Iqama) and work contract with them to safeguard their interest.

The new Labour Law which came into force from 23rd April 2006 provides some benefits to expatriate workers. It stipulates that the employer will be liable to pay all expenses of recruitment, residence and work permits, renewals and penalties. Sponsorship fees and transfers will be paid by employer. In the event of death, the employer will bear the expenses on transportation of body to the country from which the worker belonged. Other benefits as stipulated in the new law are annual leave which has been increased from 21 days to 30 days after the worker has completed five years of service. He is also eligible for 120 days medical leave or leave without pay instead of 90 days.

This Consulate periodically organizes counseling sessions for Indian expatriates to render customized advice to Indian workers in complicated cases.

Labour offices and the Commissions for Settlement of Labour Disputes

There are fourteen labour offices in the geographical area under Consulate's jurisdiction. Each worker in the Kingdom has the right to contact the concerned labour office to complain against the violation of his work related rights as enshrined in the Saudi Labour Law.

Labour Offices consider all labour disputes and try to settle them amicably between the worker and the employer. If they fail to do so, they refer complaints to the competent commissions for settlement of labour disputes. These commissions act as private courts to consider labour cases and settle them in accordance with the Labour Law. These Commissions are:

- 1. The Preliminary Commissions for Settlement of Labour Disputes.**
- 2. The High Commission for Settlement of Labour Disputes.**

Caveat

(1) No case shall be accepted by the commissions provided for in this Law involving a claim of the rights provided for in this Law or arising from a work contract after twelve months following termination of the work relation.

(2) No case involving a claim of the rights provided for in the previous Labor Law shall be accepted after twelve months following the effective date of this Law.

(3) No complaint regarding violations of the provisions of this Law or the regulations and decisions issued hereunder shall be accepted after twelve months following the date of the occurrence of the violation.

Appellate Authority

Against the decision of the Preliminary Commission, either party may appeal to the High Commission, within thirty days from the date of delivery of the preliminary commission's decisions made in the presence of the parties and from the date of notification in other cases. The decision of the High Commission will be final and bound to both the parties.

However, if the decision of the preliminary commission is not appealed within the stipulated period, the decision shall be deemed final and enforceable. All decisions of the High Commission shall be deemed enforceable from the date of their issuance.

National Society for Human Rights

The National Society for Human Rights is an independent and national organization, founded on 18th Muharram 1424 (H) by a royal decree No.24/2 dated 18/1/1425(G). One of its stated objectives is to defend the human rights, as enshrined in the Islamic Muslim Law and governing statute, of citizens, residents, and visitors.

The Society has no direct mandate to enforce these rights but through governmental and non- governmental organizations within the Kingdom. More broadly, it has recommendatory role in these matters. However, according to their mandated functions, in cases of violations of human rights, the aggrieved party may approach them by filing complaint to their offices. The addresses and other coordinates of their offices in Jeddah, Madina and Jazan are given below.

Jeddah	Jazan	Madina
Makka Al Mukaramah Branch, Dr. Husin Bin Nasir Al Sherif, Supervisor Muhamadiyah District, Al Madinah Road, P.O.Box: 116664 Jeddah: 21391 Phone: +966126222261 Fax: +966126222196 E-Mail: jd@nshr.org.sa	Jazan Region Branch, Dr.Ahmed Bin Yahya Albhkly, supervisor P.O.Box: 476, Jazan Phone: +966173175566 Fax: +966173173344 E-Mail: jzn@nshr.org.sa	Madina Almenora Branch, Prince Abdel mohsen St., The Building of the Capital Center for Businessmen P.O.Box: 775 Madina: 41421. Phone: +966148664544 Fax: +966148664549 E-Mail: mdh@nshr.org.sa

2. Redressal of complaints of domestic workers (House Driver and Housemaids, etc.).

Until recently, the grievances of domestic workers (Drivers, Housemaids, Gardeners, Shepherds and farm workers) in Jeddah, were handled by an exclusive office working under the administration of the Ministry of Labour's Social Affairs Department, in Jeddah. However, in the aftermath of Nitaqat and Amnesty, the jurisdiction of domestic workers has been shifted directly to the labour offices.

For this purpose, a committee has been constituted in the labour office, Jeddah, exclusively to deal with the grievances of the domestic workers and is expected to start its functions very soon. In Jeddah, the committee will be housed within the premises of the labour office, itself. Given below is its address;

Office of the Directorate General of Labour Affairs (Makkah Region),
Behind, Jeddah Immigration Department (Jawazat), Jeddah.
(PO Box No. 21157, Tel No. 012 6311687 and 6311713,
Fax No. 012 6311760)

All aggrieved Indian expatriate workers falling under this category may approach the above office for redressing their grievances with proper documentations (Work Contract Copy, Passport Copy, Iqama Copy, Contact address and telephone number of the *Khafil* (Sponsors / Employer). The petitions should be submitted in Arabic along with all the supporting documents.

Part.V

Death and Imprisonment of Indian in Saudi Arabia

- 1. Registration of death and disposal of mortal remains**

Burial in KSA

Transportation to India

- 2. Death Compensation Claims :
Procedure and constraints**
- 3. Imprisonment :
some precautions and your rights**

Part-V

Death of an Indian National in Saudi Arabia

1. Registration and Disposal of Mortal Remains

In case of death of Indian national in Saudi Arabia, following procedure has to be followed:

First of all, information of the death must be given to the concerned police authorities and to the Embassy of India, Riyadh or Consulate General of India, Jeddah, as the case may be.

Information about name and contact details of the responsible family members of the deceased, whether in India or in the Kingdom may also be provided, as these may be helpful in early completion of formalities.

Procedure for Disposal of dead body

The dead body of deceased Indian nationals can either be buried in Saudi Arabia or transported to India on the basis of consent letter received from nearest family members of the deceased. (The family members (Next of Kin) have to send their consent in a Power of Attorney, preferably on Stamp paper.)

Dead bodies of all deceased Muslim Indian nationals can be buried in the cemeteries all over Saudi Arabia. Normally no charges are being officially levied in cemeteries to bury dead bodies. However it is customary to pay some token amount as gift to the workers at cemeteries.

Dead bodies of non-Muslim Indian nationals i.e., Hindu, Christian, Sikh, Buddhist, Jain and others, can also be buried in non-Muslim cemeteries situated in Jeddah, Riyadh, Dammam, Najran, Jazan (Abu Areesh).

(NB : In Saudi Arabia, disposal of dead body of non-Muslim Indian nationals is permitted only by burial. Cremation (burning of dead body) is prohibited).

Burial in KSA

Documents required for registering death with and getting No Objection (NOC) from the Consulate for burial of dead body in Saudi Arabia

1. A copy of **passport and Iqama each, of the deceased person.**
1. Copy of passport and Identity card(Iqama) of the person authorized to coordinate official procedures and dispose off the body(POA holder).

(NB: In case the POA holder is a Saudi holder, a copy of his Saudi ID is required).

2. copy of consent letter from family authorizing burial of dead body in KSA with Arabic translation – 2 sets
3. For natural deaths, a copy of medical report (Taqrir Al-Tabbi) or death intimation (Tabliq Al-wafa) with English translation (2 sets).
4. In case of unnatural deaths such as, road accident, murder, suicide, work related accident, etc., a copy of police report (TAQRIR AL-SHURTA) and medical report with English translation (2 sets).
5. Sponsor's undertaking to settle legal dues of his/her deceased worker. It should be addressed to the Consulate.
6. Death intimation form (copy attached).

The No Objection Certificate for local burial of Indian nationals can be obtained from any of the following offices. These services are available round-the-clock.

City	Office	Name of the concerned official	Contact number (Mobile)
Jeddah	Consulate General of India.	Mr. Javed Alam, Mr. R.A. Jilani	Telefax: 00966 12 2610422,2610574 Mobile :00966 556122301
Makkah	Indian Haj Pilgrims Office	Mr. Mohammad Yunus Khan	Telefax: 00966 12 5603380,5603690 Mobile :00966 508783116
Madina	Indian Haj Pilgrims Office	Mr. M.A. Shukkur	Telefax: 00966 14 8380025,8344715 Mobile :00966 506311617

Following Procedure

NOC issued by the Consulate, should be got attested by the Saudi Ministry of Foreign Affairs. Though, it is not compulsory, in cities/villages other than Jeddah, Makkah and Madina, local police officials insist on it.

Nearest police station of the death of the Indian national has to be approached with NOC, issued by the Consulate, which will issue a letter permitting the mortuary to release the body. (In big cities like Jeddah, permission letter issued by the Police authorities contain the name of the allotted cemetery where the burial has to be done).

After the burial, the death has to be registered with Ahwal Al-Madani (Civil Affairs Department) in the city where the death occurred. After registering the death, they issue a Death Certificate (Shahada Al-Wafa).

Some additional information/constraints

Normally shifting dead body from one city to another city is not permitted by Saudi authorities. In exceptional cases, concerned Governorate issues permission for transporting dead body from one city to another city.

All mortuaries in hospitals are having paid ambulance services for transporting the dead body from mortuary to cemetery.

Most of the mortuaries of Saudi Arabia are also having free ambulance service for washing and transportation of dead bodies which are being operated by charity associations. They are stationed at mortuaries with drivers.

By submitting a copy of Death Certificate (Shahada Al-Wafa) with translation, attestation can be obtained from Consulate.

Sometime Saudi police authorities do not issue permission for burial if they have doubts over the circumstances / cause of death. In such cases, permission for burial will be issued only after completion of investigations including forensic examination which may take few weeks time.

TRANSPORTATION OF DEAD BODY TO INDIA

Transportation of dead body to India from Saudi Arabia, is done after completion of long cumbersome process which normally takes a minimum period of 2-3 weeks in major cities and that too, in cases of natural deaths. However, in remote cities/ villages and in case of unnatural deaths, such as, road accident, murder, suicide, work related accident, etc., it may take even more than a month.

Documents required for registering death with and getting No Objection (NOC) from the Consulate for transportation of dead body to India

1. A copy of **passport and Iqama each of the deceased person.**
2. Copy of passport and Identity card(Iqama) of the person authorized to coordinate official procedures and transportation of the body(POA holder).

(NB: In case the POA holder is a Saudi holder, a copy of his Saudi ID is required).

3. Copy of consent letter from family (Next of Kin) authorizing the POA holder to transport the dead body.
4. For natural deaths, a copy of medical report (Taqrir Al-Tabbi) or death-intimation (Tabliq Al-wafa) issued by the hospital, with English translation (2 sets).
5. In case of unnatural deaths such as, road accident, murder, suicide, work related accident, etc., a copy of police report (TAQRIR AL-SHURTA) and medical report with English translation (2 sets).
6. Sponsor's undertaking to settle legal dues of his/her deceased worker. It should be addressed to the Consulate.

Following Procedure

1. NOC issued by the Consulate, should be attested by the Saudi Ministry of Foreign Affairs. Though, it is not compulsory, in cities/villages other than Jeddah, Makkah and Madina, local police officials insist on it.
2. Nearest police station of the death of the Indian national has to be approached with NOC, issued by the Consulate.

3. The concerned police authorities require the sponsor to get following formalities completed before they seek approval of the concerned governorate for release and transport the body.
 - To get clearance from the labour office regarding settlement of legal dues, including ESB.
 - Final Exit visa in the passport of the deceased from the Saudi Passport office.
 - Death Certificate from Civil Affairs Department (Ahwal Al-Madani).
4. Once these clearances are received by them, the police authorities forward their recommendations to the Governorate who in turn, issues its clearance to the Police authorities. Based on their clearance, the police authorities issue release/transportation (Tasreeh Al-dafan) permission to the hospital.
5. Fees for embalming & coffin, has to be deposited with the Saudi hospital authorities. Current fees amount is SR.3000.
6. On completion of embalming at mortuary, the hospital will issue Embalming Certificate (Shahadathul Thahneeth).
7. For transporting the body, copies of all these papers have to be submitted to the concerned airlines cargo office /agent who will book the cargo(dead-body) with cargo terminal authorities in Saudi Arabia.
8. Once the booking is done, the concerned cargo terminal authorities intimate the concerned destination airport in India.
9. The family of the deceased in India have to submit their consent letter to the concerned airport authority in India undertaking to receive the dead body from cargo terminal without delay. (This is not needed in case if someone is accompanying the dead body from Saudi Arabia to India.)

Some additional information/constraints

In certain cases, such as doubt over the circumstances/ cause of death, police authorities may not issue permission, immediately. It is issued only after proper investigations and forensic examinations. Delay may also occur if there is any case registered with any Saudi authorities against the deceased. The delay by police authorities varies depending upon the type of the case.

The Passport (Jawazath) department does not affix exit-visa in the passport of the deceased, if there is any traffic-fine pending against the deceased.

The details mentioned in Saudi death certificate from Ahwal Al-madani should match with those in other death-related documents. If there is any discrepancy/error, it should be corrected by Ahwal Al-Madani only after getting permission from their head office in Riyadh.

In case of death of several persons in a single accident, separate police permission letter should be obtained from police/ Governorate. Single permission letter mentioning all names of deceased should be avoided.

In most of the small towns/ remote villages, police letter containing Governorate's permission to transport the dead body is normally sent through official channels which takes much longer (i.e. dealing police station to area police head quarters, town admin, office (mahafizah) to Governorate and vice-versa).

2. Death Compensation Claims - Procedure and constraints

Legal dues of deceased

- Once a worker is reported dead while under the sponsorship of Saudi employer, It is the duty of the sponsor to pay to the Next of Kin (Family) of the deceased worker, the legal dues (HUQOOQ) which are comprised of unpaid salary, ESB (End-of-Service Benefit) and other admissible allowances.
- (Death compensation receivable in respect of road accident, murder cases is called DIYYA (death compensation and are paid by the causer of death through Saudi courts and not by Saudi sponsor.)
- Legal dues can be settled directly with the family members of the deceased. However, the sponsors can also deposit these in the form of cheque/DD drawn in favor of Ambassador of India / Embassy of India, Riyadh or Consulate General of India, Jeddah, through various Saudi Labour offices in the Kingdom. Once these cheques are received by us, they are forwarded to the Next of Kin(family members) of the deceased Indian nationals through concerned district authorities.

Assistance in claiming death compensation cases

- On receipt of the intimation (file) of the death of the deceased from local foreign office, it is examined for ascertaining the percentage of responsibility fixed on the causer and the deceased. For, the death compensation is paid by the causer of the accident to the legal heirs of the deceased as per responsibility fixed on the causer by the police authorities. If the deceased himself is responsible for the accident, there are no chances of getting any death compensation except the insured sum.
- However, there are instances when the responsibility-percentage, or the identity of the causer is not given due to various reasons such as his running away from the scene of the accident, his being a camel-owner. In such cases, again, the file is returned to the Foreign office to provide these details.
- Once the file is completed, the next-of-kin of the deceased is requested to prepare legal documents in the prescribed documents (specimens are provided by the Mission) and to indicate their option either for authorizing someone known to them in the Kingdom of Saudi Arabia or to this Consulate General to pursue death compensation case in the Public Court.

For pursuing death compensation cases the following documents are required

1. LEGAL HEIRSHIP CERTIFICATE

This should be obtained from the competent district authorities and should indicate the names, in FULL EXPANDED FORM (without initials) of all legal heirs including minors. Relationship of legal heir(s) with the deceased should be clearly mentioned.

2. POWER OF ATTORNEY

This should be executed and signed by all the legal heirs mentioned in the legal Heirship Certificate, including minor children. Those who cannot sign should put their thumb impression. Legal heirs should execute Power of Attorney in favour of the relative/ friend/ representative or any other person in Saudi Arabia, who may be able to attend the court proceedings on their behalf. If they wish to nominate **this Consulate as their legal attorney**, then the Power of Attorney should be executed in favour of Consul General of India, Jeddah (Saudi Arabia) with powers to nominate any of the officers of the Consulate General.

The above mentioned documents should be translated into Arabic and attested from the following concerned authorities in India.

- (i) Authorized Officers of the concerned State Government (Home or General Administration Department, Secretariat).
- (ii) Ministry of External Affairs, Patiala House, New Delhi – 110 001.
- (iii) Saudi Embassy, New Delhi (OR) any Saudi Consulates.

(Additionally, the Next of Kin are advised to provide information such as names of the father and grand-father of the legal heirs of the deceased, proof of religion etc. Though, it is generally not required, yet, may be asked for by the authorities during the hearing process in the public courts and if available, this information helps in early disposal of the case.

In case the legal heirs execute the Power of Attorney in the name of some private person living in the Kingdom of Saudi Arabia, the case is pursued by him/her in the Public Court and the Consulate General ceases any role to play in it.)

As soon as the complete requisite documents are received from the next of kin, the Foreign Office is requested to fix the hearing date in the Public Court (In case, it is not done within few months, we periodically remind them). Once the hearing date is fixed and conveyed to us, a representative of this Consulate General attends the court hearing till its conclusion. However, the process of getting compensations in Saudi Arabia is an excessively lengthy and cumbersome process and in certain cases it takes even years to get disposed off.

Some constraints

In certain cases, the death compensation cases remain protracted or inconclusive for the reasons such as, transfer of the place of residence or work of the causer of the accident away from the place where the case is pending, non-confirmation of deposit of compensation money in the Bait ul Maal (treasury) by the causer, causer's deliberate absence from the hearings in the court, Qazi (judge)'s proceeding on long leave, transfer of concerned Qazi to another place and non-availability of record-file in the Public Court, etc.

3. Imprisonment – some precautions and your rights

In the unfortunate event of arrest or detention by the police, you must

1. insist on informing the Embassy/ Consulate about your arrest.
2. not sign or fingerprint any document unless you know about the contents.
3. request for a translator/ interpreter if you do not know Arabic language.
4. if possible, alert your co-workers/ friends/ relatives or the Embassy/ Consulate about your arrest or detention.

In case the arrest leads to prosecution in a court of law, you must

1. if possible, inform the Embassy/ Consulate about the date of hearing in advance.
2. Insist on the presence of a translator during the proceedings in the Court.

NB : For judgments pronounced by the lower courts, appeal can be submitted to the higher Court within 30 days when either party is not satisfied. Judgments are considered final after confirmation by Higher Courts.

Part.VI

Appendix

- 1. Addresses of Indian Missions in Riyadh and Jeddah**
- 2. Names and contact details of Welfare Officers of the Consulate General of India, Jeddah**
- 3. Addresses of the offices of the Protectors of Emigrants in India**
- 4. List and contact numbers of Community volunteers working in cities within the jurisdiction of the Consulate General of India, Jeddah**
- 5. List with contact details, of Labour Offices within the jurisdiction of the Consulate General of India, Jeddah**
- 6. Post Amnesty Rules and penalties for violation of Saudi Labour Laws: work and residence, effective from 04th November, 2013**

1. Addresses of Indian Missions in Riyadh and Jeddah

	Embassy of India, Riyadh	Consulate General of India, Jeddah
Address	B-1 Diplomatic Quarter P.O. Box 94387 Riyadh - 11693.	Building of Mr. Mansoor Abdul Rahman Al Huwaish, Villa No. 34. (Behind National Commercial Bank), Near Al Huda Mosque, Tahlia Street, P.O. Box No. 952, Jeddah-21421.
Tele/fax Numbers	00-966-11-4884144 4884691 / 4884692	Telephone: 00 966-12-6603779 Fax : 00 966 12 2840238
24-hr Help-Line	00-966-11-4884697 4881982	00 966 556122301 (mobile)
Tele- contacts for La- bour issues	00-966-11-4804554 4884144 Ext. 107	Telephone: 00 966 12 6649563 00 966 12 2610189 Fax: 00 966 12 2610574 E-mail: consullab@cgijeddah.com/ welfare@cgijeddah.com
Tele- contacts for Death Cases	00-966-11-4884032 4816348 4884144 Ext.109	Telephones: 00 966 12 6649563/ 00 966 12 2610422 Fax : 00 966 12 2610574 E.mail: vccw@cgijeddah.com
For general welfare issues such as imprisonment, accident, and Missing Indians, ICWF help etc.		Telephones: 00966 12 6649563/ 00 966 12 2846130 Fax : 00 966 12 2610574 6685085 E.mail: welfare@cgijeddah.com conscw@cgijeddah.com

2. Names and contact details of Welfare Officers of the Consulate General of India, Jeddah

<p>Labour, Matrimonial disputes etc.</p>	<p>Shri Prabhat K Jain, Consul (Labour) Phone: 00 966 12 2610189 Fax: 00 966 12 2610574 E-mail: consullab@cgijeddah.com , welfare@cgijeddah.com</p>
<p>Missing and imprisoned Indians, Death Compensation and ICWF matters etc.</p>	<p>Shri SRH Fahmi, Consul (CW) Phone: 00 966 12 2846130 Fax: 00 966 12 2610574 E-mail: conscw@cgijeddah.com welfare@cgijeddah.com</p>
<p>Registration, disposal and transportation of dead bodies, etc.</p>	<p>Shri Raj Kumar, Consul (CW-II) Phone: 00 966 12 2610422 Fax: 00 966 12 2610574 E-mail: welfare@cgijeddah.com</p>
<p>General matters</p>	<p>Shri Nadeem Ahmad Khan, VC (CW) Phone: 00 966 12 6649563, Fax: 00 966 12 2610574 E-mail: welfare@cgijeddah.com</p>

3. Addresses of the offices of the Protectors of Emigrants in India

SN	PoE	Address	Telephone Number (Prefix for overseas calls-00 91)	e.mail i.d
1	Delhi	Jaisalmer House, Canteen Block, Mansingh Road, New Delhi.	11 23382472	poedelhi@moia.nic.in
2	Mumbai	Building `E` Khira Nagar S.V. Road, Santa Cruz (W) Mumbai.	22-26614393	poemumbai@moia. nic.in
3	Chennai	TNHB Shopping Complex (Annexe) Ashok Nagar, Chennai-83	44-24891337	Poechennai1@yahoo.in
4	Kolkata	Room No.18, 'A' Wing MSO Building, 3rd Floor DF Block, Salt Lake Kolkata-700 084	33-23343407	poekol@moia.nic.in
5	Chandigarh	Kendriya Sadan, 5rh Floor, Sector 9-A, Chandigarh	172-2741790	poechd@moia.nic.in
6	Thiruvananthapuram,	Suganthi, 24/846(1) Thycaud, Thiruvananthapuram	471-2324835	poetvmnic@gmail.com , poetvm@gmail.com
7	Cochin	3rd Floor, Putherickal Buildings, Market Road, Cochin - 682035.	484-2360187	poecochini@moia.nic.in poekochi@gmail.com
8	Hyderabad,	Gruha Kripa Building, M. G. Road, Hyderabad	40-24652557	poehyd@moia.nic.in poehyd@gmail.com
9	Jaipur,	Hall No.3, RIICO CFC Building, Sitapura Industrial Area, Sitapura, Jaipur-302022	141-2771529	
10	Rae bareilly,	1st Floor, Rudra plaza, Hospital Road, Rae Bareilly, U. P.	535-2211122 /2211123	

4. List and contact numbers of Community volunteers working in cities within the jurisdiction of the Consulate General of India, Jeddah

S.N.	Name	Mobile No.	Station
1	Dr. Chandrasekhar Samptha	0509638615	JAZAN
2	Mr. Haris Kallai	0502760598	JAZAN
3	Mr. Shamsudheen Vattoli	0559090786	JAZAN
4	Mr. Md. Taha	0508716292	JAZAN
5	Mr. Mubarak Sani	0597315187	JAZAN
6	Mr. Abdul Nazar Cherialachath	0533677396	JAZAN
7	Mr. Mohammed Azeez Manakadavan	0504576884	JAZAN
8	Dr. G. Ravi, Vice Patron	0501496271	NAJРАН
9	Mr. Balabhadran	0551937398	NAJРАН
10	Mr. Mubarak Naduvilevalappil	0509623694	NAJРАН
11	Mr. Abdul Lateef Rasool	0503074107	NAJРАН
12	Mr. Abdul Rahman Mangalpady	0502464027	NAJРАН
13	Mr. C. Rajendran	0593087717	NAJРАН
14	Mr. Kuttiyamu Ibrahim	0502656162	ABHA/KM
15	Mr. Basheer Padinachery Peediakkal	0507734211	ABHA/KM
16	Mr. Francis Ligi Thomas	0543200605	ABHA/KM
17	Mr. Syed Alavi Kutty	0503084395	ABHA/KM
18	Mr. Meera Sahib Naushad	0552178455	ABHA/KM
19	Mr. Ashraf Kuttichil	0558587979	ABHA/KM
20	Mr. Badruddin	0509124602	ABHA/KM
21	Mr. Mohammad Tharish	0503392976	ABHA/KM
22	Mr. Abdul Aziz	0557345567	BISHA
23	Mr. Valiya Parambil Abdul Haris	0507383736	BISHA
24	Mr. Thankappan Suresh Kumar	0551795095	BISHA
25	Mr. Rajeesh Babu	0502914504	BISHA
26	Mr. Kanjappu Manoharan Paranganath	0507634361	BISHA
27	Mr. Mohamed Syed Ali	0556774119	AL BAHA
28	Mr. Yousuf Ali Muduvarathodi	0500399803	AL BAHA
29	Mr. Machincheri Alavi	0507522086	MAKKAH

S.N.	Name	Mobile No.	Station
30	Mr. Musliar Veetil Ummer	0544770235	MAKKAH
31	Mr. Ashraf Tirur	0500835614	MAKKAH
32	Mr. Abdulnazar Pandarcher	0504597176	MAKKAH
33	Mr.Makkivalappil Muhaamed Jamaludheen	0553639963	TAIF
34	Mr. Nisar Shahul Hameed	0541615847	TAIF
35	Mr. Shaji Kollamparambil Hussain	0504542149	TAIF
36	Mr.Nalakkath Md. Sali	0507689119	TAIF
37	Mr. Abdus Salam	0502300322	TAIF
38	Mr. Musthafa Kalathingal	0503344653	YANBU
39	Mr. Sankara Puliampatta	0530084167	YANBU
40	Mr. Abdul Kareem Kalladapoi	0502759745	YANBU
41	Mr. G. Palanichamy, Vice Patron	0562345806	QUNFUDAH
42	Mr. Omanakuttan M. Sankaran	0503532913	QUNFUDAH
43	Mr. Abdul Rasheed Korattiyil	0502331062	QUNFUDAH
44	Mr. Faisal Konnakkodan	0506577642	QUNFUDAH
45	Mr. Md. Shareef	0509561870	MADINA
46	Mr. Rasheed Pulichukuzhi	0502691277	MADINA
47	Mr. Sajeem (Hanakiya area)	0594990867	MADINA
48	Mr. Bashir Aliyarkunju	0508523197	MADINA
49	Mr. Saidalavi Amiliyakkal	0553535773	MADINA
50	Mr. Md. K. Nadir Shah	0502366125	MADINA
51	Mr. Md. Altaf Valiyakath	0502608684	MADINA
52	Mr. Ansarul Haque Ansari	0568386564	MADINA
53	Dr. Shoby T. Thomas	0552884654	TABUK
54	Mr. S.M. Shamsuddin	0502551784	TABUK
55	Mr. Md. Bashir Thanikattu	0508043871	TABUK
56	Mr. Muhamad Ali Thottiyen	0501400370	TABUK
57	Mr. Siraj Anbul Aziz, Taima area	0553623031	TABUK
58	Mr. Abdul Majeed Koppa	0532451532	TABUK
59	Mr.Md Salikh Karattuthodi	0509349668	TABUK
60	Mr.Unnikrishnan Thuvakkan	0557388189	TABUK
61	Mr. Salam Karapurath	0502541816	TABUK

5. List and telephone numbers of Labour Offices/ Courts within the jurisdiction of the Consulate General of India, Jeddah

<p>Labour Court Jeddah Tele: 0126311687 Fax : 0126311670 Email: itjed@mol.gov.sa Ladies Wing: Tele: 0126144393 Fax: 0126144149</p>	<p>Labour Court Makkah Tele: 0125420745 Fax: 0125420745 Email: itmak@mol.gov.sa</p>
<p>Labour Court Madinah Tele: 0148654510/ 0148272747 Fax : 0148236328 Email: itmed@mol.gov.sa</p>	<p>Labour Court Yanbu Tele: 0143222688 Fax : 0143222688 Email: ityan@mol.gov.sa</p>
<p>Labour Court Aseer- Abha Tele: 0172242128 Fax : 0172251915 Email: itabh@mol.gov.sa</p>	<p>Labour Court Bisha Tele: 0176226718 Fax : 0176226718 Email: itbes@mol.gov.sa</p>
<p>Labour Court Al-Baha Tele: 0177251408 Fax : 0177251408 Email: itbah@mol.gov.sa</p>	<p>Labour Court Najran Tele: 0175235482 Fax : 0175221431 Email: itnaj@mol.gov.sa</p>
<p>Labour Court Jazan Tele: 0173223733 Fax : 017 Email: @mol.gov.sa</p>	<p>Labour Court Taif Tele: 0127495200</p>
<p>Labour Court Qunfudhah Tele: 0177321550 Fax : 0177320097 Email: itqnf@mol.gov.sa</p>	<p>Labour Court Alula Tele: 0148840557 Fax : 0148840557 Email: itola@mol.gov.sa</p>
<p>Labour Court Tabuk Tele: 0144221133 Fax : 0144221181 Email: ittbk@mol.gov.sa</p>	<p>Labour Court Alwajh Tele: 0144421970 Fax : 0144421970 Email: itwaj@mol.gov.sa</p>

6. Post-Amnesty Rules and penalties for violation of Saudi Labour Law (work and residence).

(Effective from 04th November, 2013)

Article 1:

The Ministry of Interior, represented by its law enforcement agencies, shall undertake the following:

1. Pursue, apprehend, penalize and deport foreign workers who work for their own account (illegal labor) or abscond from work as well as overstayers (including holders of *Hajj*, *Umrah*, visit (of all types), tourism, medical treatment or transit visa) and infiltrators arrested outside the border area.

2. Pursue anyone who employs offenders referred to in Article (1) of these Rules, allows his workers to work for their own account (illegal labor) , provides cover, harbors or transports the same or aids them by any means, as well as recruiters who do not report the overstay of their recruits.

Article 2:

1. An offending foreign worker shall be deported at the expense of the employer, unless the worker absconds from work and this is reported in due time. In such case, the deportation cost shall be borne by the person employing him. An offending worker who works for his own account shall be deported at his own expense, but if he is unable to afford the travel ticket, he shall be deported at the expense of the State. Necessary and sufficient funds shall be allocated for such purpose.

2. An offending foreigner entering the Kingdom under *Hajj* or *Umrah* visa, visit visa of all types or other types of visa shall be deported at the expense of the person employing him. If he works for his own account, he shall be deported at his own expense; otherwise, he shall be deported at the expense of the company, establishment or person sponsoring his visit or at the expense of the carrier or the person providing him with cover.

Article 3:

Hajj and *Umrah* companies and establishments shall notify the competent authority of any visitor who overstays his *Hajj* or *Umrah* visa.

Article 4:

The person sponsoring a visitor shall immediately notify the competent authority of his guest's overstay. Otherwise, said sponsor shall be deemed to be committing an instance of cover up.

Article 5:

All companies, private establishments and individuals shall ensure that their workers obtain and *renew Iqama* (residence) and work permits in due time, and shall not employ workers of third parties, nor allow their workers to work for third parties without following established statutory rules or work for their own account and shall, within five days, notify the competent authorities of workers absconding from work.

Article 6:

All government agencies shall ensure that all foreigners working for them in fields falling within their jurisdiction have valid *Iqama* and work permits or are employed under officially approved contracts.

Article 7:

Any person found to be employing offending foreign workers, allowing his workers to work for their own account or for third parties or employing workers of third parties without following established statutory rules shall be deprived of the right to obtain work or visit visas for a period not exceeding five years.

Article 8:

Any deported foreigner shall be prohibited from entering the Kingdom in accordance with periods and procedures specified in regulations to be issued pursuant to a decision by the Minister of Interior.

Article 9:

Offending foreigners referred to in these Rules shall be accommodated in centers created for this purpose pending deportation.

Article 10:

The Ministry of Interior shall apply to offenders referred to in Articles 1,3 and 4 of these Rules penalties stipulated in Articles 4 and 5 of the Statute on Treatment of Persons Entering the Kingdom under *Hajj, Umrah, Visit, Work or Other Visas* issued pursuant to Royal Decree No. M/42 on 18/10/1404 H.

Article 11:

Committees formed in the General Directorate of Passports and its branches shall review offenses referred to in these Rules and decisions thereof shall be subject to the approval of the Minister of Interior or his designee. The power to review such offenses may pursuant to a decision by Minister of Interior, be transferred to committees formed for this purpose at the Ministry of Interior.

Article 12:

Any person against whom an administrative decision is issued by the committees referred to in Article 11 of these Rules shall have the right to appeal said decision to the Minister of Interior within a period not exceeding thirty working days from the date of notification or knowledge of said decision.

Article 13:

The Minister of Interior shall issue the executive decisions required for the application of these Rules.

Article 14:

These Rules shall be published in the Official Gazette and shall enter into force as of the date of publication.

