IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Judgement Reserved on: May 01, 2024

Judgement Pronounced on: May 13, 2024

Sr. No.	Case No.	Case Title		Arising out of Reference No.	Date of award passed by Industrial Tribunal-cum-Labour Court, Hisar
		Petitioner(s)	Respondent(s)		
01	CWP-17232-2022 (O&M)	The Managing Director Haryana Agro Industries Corporation Limited and another	Anoop Kumar and another	21 of 2017	28.04.2022
02	CWP-6981-2023	Jagat Pal	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others	29 of 2016	28.10.2022
03	CWP-6781-2023	Dhollu Ram	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others	30 of 2016	28.10.2022
04	CWP-6827-2023	Gopi Ram	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others	33 of 2016	28.10.2022
05	CWP-17595-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Sharwan Kumar @ Meenu and another	10 of 2017	31.03.2022

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06	CWP-24050-2022	Sharwan Kumar @ Meenu	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
07	CWP-17605-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Subhash and another	11 of 2017	31.03.2022
08	CWP-24370-2022	Subhash	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
09	CWP-17657-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Vinod Kumar and another	12 of 2017	31.03.2022
10	CWP-23845-2022	Vinod Kumar	Presiding Officer, Industrial-cum-Labour Court, Hisar and others		
11	CWP-17661-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Satish and another	13 of 2017	31.03.2022
12	CWP-23905-2022	Satish	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
13	CWP-17593-2022	The Managing Director, Haryana Agro Industries Corporation Limited	Mehar Chand @ Kallu and another	14 of 2017	31.03.2022

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		and another			
14	CWP-24005-2022	Mehar Chand @ Kalu	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
15	CWP-17599-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Charan Singh and another	15 of 2017	31.03.2022
16	CWP-24024-2022	Charan Singh	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
17	CWP-17728-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Dharam Chand @ Magar Singh and another	16 of 2017	28.04.2022
18	CWP-23882-2022	Dharam Chand @ Magar Singh	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
19	CWP-18127-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Parveen Kumar and another	17 of 2017	14.07.2022
20	CWP-23904-2022	Parveen Kumar	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
21	CWP-18067-	The Managing Director, Haryana	Rakesh and another	19 of 2017	15.07.2022

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	2022	Agro Industries Corporation Limited and another			
22	CWP-24002-2022	Rakesh	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
23	CWP-17287-2022 (O&M)	The Managing Director Haryana Agro Industries Corporation Limited and another	Raju and another	22 of 2017	28.04.2022
24	CWP-17237-2022 (O&M)	The Managing Director Haryana Agro Industries Corporation Limited and another	Rajender and another	23 of 2017	28.04.2022
25	CWP-9065-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Lokesh Kumar and another	02 of 2018	01.09.2022
26	CWP-9090-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Anoop and another	03 of 2018	26.08.2022
27	CWP-21968-2023	Anoop	The Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
28	CWP-9102-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Hardeep and another	04 of 2018	01.09.2022
29	CWP-21989-2023	Hardeep	The Presiding Officer, Industrial Tribunal-cum-		

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			Labour Court, Hisar and others		
30	CWP-9084-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Krishan Kumar and another	05 of 2018	01.09.2022
31	CWP-9070-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Satyawan and another	06 of 2018	01.09.2022
32	CWP-9076-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Suber and another	07 of 2018	26.08.2022
33	CWP-9326-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Lakhmi and another	08 of 2018	01.09.2022
34	CWP-9072-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Sanjay and another	09 of 2018	15.09.2022
35	CWP-22104-2023	Sanjay	The Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
36	CWP-9117-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Om Prakash and another	10 of 2018	01.09.2022
37	CWP-7431-2024	The Managing Director, Haryana Agro Industries Corporation Limited and another	Jagdish and another	11 of 2018	09.03.2023
38	CWP-	The Managing	Sandeep and	12 of 2018	26.08.2022

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	9087-2023 (O&M)	Director, Haryana Agro Industries Corporation Limited and another	another		
39	CWP-21953-2023	Sandeep Kumar @ Sandeep	The Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
40	CWP-18044-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Malook Singh and another	13 of 2018	14.07.2022
41	CWP-23869-2022	Malook Singh	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
42	CWP-9083-2023	The Managing Director, Haryana Agro Industries Corporation Limited and another	Krishan Singh and another	13 of 2018	01.09.2022
43	CWP-9074-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Sewa Singh and another	14 of 2018	26.08.2022
44	CWP-9113-2023 (O&M)	The Managing Director, Haryana Agro Industries Corporation Limited and another	Sanjay and another	18 of 2018	15.09.2022
45	CWP-21985-2023	Sanjay	The Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
46	CWP-	The Managing	Satyawan and	19 of 2018	14.07.2022

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	18035-2022	Director, Haryana Agro Industries Corporation Limited and another	another		
47	CWP-24055-2022	Satyawan	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
48	CWP-17669-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Dharam Raj @ Raja	20 of 2018	28.04.2022
49	CWP-24011-2022	Dharam Raj @ Raja	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
50	CWP-9092-2023	The Managing Director, Haryana Agro Industries Corporation Limited and another	Raghubir and another	20 of 2018	23.12.2022
51	CWP-18041-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Sanjay and another	21 of 2018	15.07.2022
52	CWP-23872-2022	Sanjay	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
53	CWP-17604-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Pawan Kumar and another	22 of 2018	28.04.2022
54	CWP-	Pawan Kumar	Presiding		

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	24054-2022		Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
55	CWP-18097-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Krishan and another	23 of 2018	31.03.2022
56	CWP-23942-2022	Krishan	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
57	CWP-9066-2023	The Managing Director, Haryana Agro Industries Corporation Limited and another	Narender and another	23 of 2018	23.12.2022
58	CWP-17655-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Balwant Singh and another	24 of 2018	28.04.2022
59	CWP-23892-2022	Balwant Singh	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
60	CWP-17634-2022	The Managing Director, Haryana Agro Industries Corporation Limited And Anr	Raghubir and another	25 of 2018	31.03.2022
61	CWP-23785-2022	Raghubir	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and		

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			others		
62	CWP-17596-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Kanwar Singh and another	26 of 2018	31.03.2022
63	CWP-23876-2022	Kanwar Singh	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
64	CWP-17598-2022	The Managing Director, Haryana Agro Industries Corporation Limited And Anr	Pankaj Kumar and another	29 of 2018	31.03.2022
65	CWP-24250-2022	Pankaj Kumar	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
66	CWP-9075-2023	The Managing Director, Haryana Agro Industries Corporation Limited and another	Mandeep and another	32 of 2018	23.12.2022
67	CWP-18072-2022	The Managing Director, Haryana Agro Industries Corporation Limited and another	Rajesh Kumar @ Raju and another	01 of 2019	15.07.2022
68	CWP-24023-2022	Rajesh Kumar @ Raju	Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar and others		
69	CWP-25377-2023	The Managing Director, Haryana Agro Industries Corporation Limited	Sonu Ram and another	08 of 2019	15.09.2022

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		and another			

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

ARGUED BY:

For the Management i.e. (1) Managing Director; & (2) District Manager; Haryana Agro Industries Corporation Limited.	:	**Mr. Padamkant Dwivedi, Advocate**, in all cases.
For Labour Department, State of Haryana	:	**Mr. Praveen Chander Goyal, Addl. A.G., Haryana, and Mr. Satish Singla, A.A.G., Haryana,** in all cases.
For Workman(s)	:	**Mr. Lajpat Rai Sharma, Advocate, for Mr. Vivek Khatri, Advocate**, in CWP Nos. 24055, 23845, 23905, 24050, 24250, 24370, 24002, 23869, 23882, 23904, 24005, 24011, 24024, 24054, 23876, 23872, 24023, 23785, 23942, 23892, 17232, 18035, 17657, 17661, 17595, 17598, 17605, 18067, 18044, 17593, 17599, 17604, 17669, 17728, 18127, 17596, 18041, 18072, 17634, 18097, 17655, 17237 & 17287 of 2022 and CWP Nos. 6781, 6827 & 6981 of 2023. **Mr. Shubham Saroha, Advocate**, in CWP Nos. 9070, 9076, 9326, 9074, 9117, 9084, 9083 & 9065 of 2023. **Mr. Suresh Kumar Kaushik, Advocate**, in CWP Nos. 22104, 21953, 21989, 21985, 21968, 9072, 9087, 9102, 9113 & 9090 of 2023. **Mr. Parvinder Moar, Advocate**, in CWP No. 7431 of 2024. **Mr. Sandeep Kumar Simpy, Advocate, for Mr. Chetan Gupta, Advocate**, in CWP No. 25377 of 2023. **Mr. Suman Sagar, Advocate, and Mr. Jitender Dhanda, Advocate**, in CWP No. 9075 of 2023. **None** in CWP Nos. 9066 & 9092 of 2023.
For respondent No. 4 –	:	**None** in CWP Nos. 6781, 6827 & 6981 of

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M/s Lokesh Security and Detective Agency	2023.
For respondent No. 5 – M/s Oscar Security & Fire Services :	**Mr. Dhananjay Singh, Advocate,** in CWP Nos. 6781, 6827 & 6981 of 2023.

SANJAY VASHISTH, J.

[1.] This common judgement shall decide the fate of aforementioned 69 writ petitions, since the facts and law involved in all the writ petitions are similar.

[2.] All the 69 writ petitions have been filed against 44 different awards passed by the Industrial Tribunal-cum-Labour Court, Hisar (hereafter referred to as, 'the Labour Court'), in respective references (as shown in the chart, in the opening part of this judgement), which were referred to it for adjudication, under Section 10(1)(c) of the Industrial Disputes Act, 1947 (hereafter referred to as, 'the 1947 Act'). In all the cases, learned Labour Court held that because of violation of the provisions of Section 25-F of the 1947 Act, termination of the services of the workmrn is bad in law. Therefore, workmen in all the cases have been ordered to be reinstated with immediate effect with continuity of service and all other consequential benefits. However, nothing has been awarded towards back-wages.

[3.] Out of total 69 writ petitions, 41 have been instituted by the management, namely, (1) Managing Director, Haryana Agro Industries Corporation Limited, Panchkula; and (2) District Manager, Haryana Agro Industries Corporation Limited, Hisar, challenging the findings recorded by the Labour Court qua reinstatement and other service benefits of the workmen,

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whereas 28 writ petitions have been filed by the workmen, by challenging the award(s) to the extent of non-grant of back-wages.

The Management has not assailed the award(s) passed by the Labour Court in 03 cases, i.e. (1) Reference No. 30 of 2016, decided on 28.10.2022; (2) Reference No. 33 of 2016, decided on 28.10.2022; and (3) Reference No. 29 of 2016, decided on 28.10.2022.

[4.] For convenience and ready reference, the relevant particulars viz. writ petition number; reference number of the industrial dispute; date of award by the Labour Court; name of the workman(s); and their tenure of working, are summarized and tabulated as under:-

Sr. No.	Case No(s).	Ref. No.	Date of Award	Name of the Workman	Worked as Chowkidar	
					From	To
1.	2.	3.	4.	5.	6.	7.
01	CWP-17232-2022 (O&M) [By Management]	21 of 2017	28.04.2022	Anoop Kumar s/o Rajender	April, 2010	31.03.2013
02	CWP-9070-2023 (O&M) [By Management]	06 of 2018	01.09.2022	Satyawan s/o Ved Parkash	April, 1997	September, 2016
03	CWP-18035-2022 [By Management] & CWP-24055-2022 [By Workman]	19 of 2018	14.07.2022	Satyawan s/o Chandgi Ram	April, 1999	February, 2017
04	CWP-9076-2023 (O&M) [By Management]	07 of 2018	26.08.2022	Suber s/o Pal @ Satpal	April, 2001	31.01.2016

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05	CWP-17657-2022 [By Management] & CWP-23845-2022 [By Workman]	12 of 2017	31.03.2022	Vinod Kumar s/o Ram Sarup	April, 2002	31.03.2012
06	CWP-6827-2023 [By Workman]	33 of 2016	28.10.2022	Gopi Ram s/o Shankar Lal	April, 2002	July, 2014
07	CWP-17661-2022 [By Management] & CWP-23905-2022 [By Workman]	13 of 2017	31.03.2022	Satish s/o Telu Ram Sharma	August, 2002	07.03.2017
08	CWP-9072-2023 (O&M) [By Management] & CWP-22104-2023 [By Workman]	09 of 2018	15.09.2022	Sanjay s/o Ratan Singh	April, 2003	11.01.2018
09	CWP-9326-2023 (O&M) [By Management]	08 of 2018	01.09.2022	Lakhmi s/o Mamchand	April, 2007	March, 2015
10	CWP-17595-2022 [By Management] & CWP-24050-2022 [By Workman]	10 of 2017	31.03.2022	Sharwan Kumar @ Meenu s/o Mahavir	April, 2008	31.03.2012
11	CWP-9117-2023 (O&M) [By Management]	10 of 2018	01.09.2022	Om Prakash s/o Pokar	April, 2008	March, 2015
12	CWP-17605-2022 [By Management] & CWP-	11 of 2017	31.03.2022	Subhash s/o Om Parkash	April, 2008	31.03.2012

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	24370-2022 [By Workman]					
13	CWP-9074-2023 (O&M) [By Management]	14 of 2018	26.08.2022	Sewa Singh s/o Shiva @ Shiv Lal	April, 2008	31.01.2015
14	CWP-17598-2022 [By Management] & CWP-24250-2022 [By Workman]	29 of 2018	31.03.2022	Pankaj Kumar s/o Ram Niwas	April, 2008	September, 2017
15	CWP-6781-2023 [By Workman]	30 of 2016	28.10.2022	Dhollu Ram s/o Bhajan Lal	April, 2008	July, 2014
16	CWP-9084-2023 (O&M) [By Management]	05 of 2018	01.09.2022	Krishan Kumar s/o Bhagwana	April, 2009	March, 2016
17	CWP-7431-2024 [By Management]	11 of 2018	09.03.2023	Jagdish s/o Mange Ram	April, 2009	April, 2016
18	CWP-18067-2022 [By Management] & CWP-24002-2022 [By Workman]	19 of 2017	15.07.2022	Rakesh s/o Raja Ram	April, 2009	November, 2013
19	CWP-6981-2023 [By Workman]	29 of 2016	28.10.2022	Jagat Pal s/o Rameshwar Dass	April, 2009	April, 2014
20	CWP-18044-2022 [By Management] & CWP-23869-2022 [By Workman]	13 of 2018	14.07.2022	Malook Singh s/o Lala Ram	01.05.2009	22.03.2017
21	CWP-17593-	14 of	31.03.2022	Mehar	April,	31.03.2012

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	2022 [By Management] & CWP-24005-2022 [By Workman]	2017		Chand @ Kalu s/o Balbir Singh	2010	
22	CWP-17599-2022 [By Management] & CWP-24024-2022 [By Workman]	15 of 2017	31.03.2022	Charan Singh s/o Mani Ram	April, 2010	31.03.2012
23	CWP-17728-2022 [By Management] & CWP-23882-2022 [By Workman]	16 of 2017	28.04.2022	Dharam Chand @ Magar Singh s/o Tara Chand	April, 2010	31.03.2012
24	CWP-18127-2022 [By Management] & CWP-23904-2022 [By Workman]	17 of 2017	14.07.2022	Parveen Kumar s/o Gopal Dass	April, 2010	31.03.2012
25	CWP-17669-2022 [By Management] & CWP-24011-2022 [By Workman]	20 of 2018	28.04.2022	Dharam Raj @ Raja s/o Ram Kishan	April, 2010	February, 2017
26	CWP-17604-2022 [By Management] & CWP-24054-2022 [By Workman]	22 of 2018	28.04.2022	Pawan Kumar s/o Banarshi Dass	April, 2010	February, 2016
27	CWP-17596-2022 [By Management]	26 of 2018	31.03.2022	Kanwar Singh s/o Ram	October 2010	December, 2016

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	& CWP-23876-2022 [By Workman]			Kishan		
28	CWP-18072-2022 [By Management] & CWP-24023-2022 [By Workman]	01 of 2019	15.07.2022	Rajesh Kumar @ Raju s/o Prahlad Singh	November, 2010	June, 2016
29	CWP-18041-2022 [By Management] & CWP-23872-2022 [By Workman]	21 of 2018	15.07.2022	Sanjay s/o Bir Singh	November, 2010	June, 2016
30	CWP-25377-2023 [By Management]	08 of 2019	15.09.2022	Sonu Ram s/o Ram Kumar	February, 2011	July, 2017
31	CWP-9092-2023 [By Management]	20 of 2018	23.12.2022	Raghubir s/o Ram Kumar	March, 2011	March, 2017
32	CWP-9083-2023 [By Management]	13 of 2018	01.09.2022	Krishan Singh s/o Sadhu Ram	April, 2011	September, 2017
33	CWP-18097-2022 [By Management] & CWP-23942-2022 [By Workman]	23 of 2018	31.03.2022	Krishan s/o Pyare Lal	April, 2011	June, 2016
34	CWP-17634-2022 [By Management] & CWP-23785-2022 [By Workman]	25 of 2018	31.03.2022	Raghubir s/o Ved Parkash	April, 2011	June, 2016
35	CWP-9066-2023 [By	23 of 2018	23.12.2022	Narender s/o Ram	July, 2011	March, 2017

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	Management]			Parkash		
36	CWP-17655-2022 [By Management] & CWP-23892-2022 [By Workman]	24 of 2018	28.04.2022	Balwant Singh s/o Bhagwana Ram	01.07.2011	February, 2017
37	CWP-9087-2023 (O&M) [By Management] & CWP-21953-2023 [By Workman]	12 of 2018	26.08.2022	Sandeep s/o Ramphal	April, 2012	January, 2018
38	CWP-17287-2022 (O&M) [By Management]	22 of 2017	28.04.2022	Raju s/o Hukam Chand	April, 2012	31.03.2013
39	CWP-17237-2022 (O&M) [By Management]	23 of 2017	28.04.2022	Rajender s/o Dewatram	April, 2012	31.03.2013
40	CWP-9065-2023 (O&M) [By Management]	02 of 2018	01.09.2022	Lokesh Kumar s/o Ramesh Chander	August, 2012	March, 2016
41	CWP-9075-2023 [By Management]	32 of 2018	23.12.2022	Mandeep s/o Jagminder Singh	April, 2013	October, 2017
42	CWP-9102-2023 (O&M) [By Management] & CWP-21989-2023 [By Workman]	04 of 2018	01.09.2022	Hardeep s/o Raghbir @ Beera	April, 2014	March, 2016
43	CWP-9113-2023 (O&M) [By	18 of 2018	15.09.2022	Sanjay s/o Krishan	July, 2014	January, 2018

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	Management] & CWP-21985-2023 [By Workman]					
44	CWP-21968-2023 [By Workman] & CWP-9090-2023 (O&M) [By Management]	03 of 2018	26.08.2022	Anoop s/o Raja Ram	April, 2015	31.01.2018

Since the facts of these 69 petitions are identical, to avoid repetition and for the sake of brevity, the same are being referred in the subsequent paras of this judgement, from **CWP No. 17232 of 2022**, titled as "**The Managing Director, Haryana Agro Industries Corporation Limited and another v. Anoop Kumar and another**", which has arisen out of Reference No. 21 of 2017, dated 20.07.2017, by treating the same as lead case.

[5.] Respondent No. 1 – Anoop Kumar (workman) pleaded before the Labour Court that he was appointed as Chowkidar in Haryana Agro Industries Corporation Limited, Barwala Godown, in April, 2010. There was never any complaint against his work and conduct. He was paid salary per month as per DC Rates and used to perform his duties from 8.00 a.m. to 8.00 p.m.. No overtime was given by the Corporation. Without any reason, issuance of notice, notice pay or payment of retrenchment compensation, his services were terminated verbally on 31.03.2013. Since the workman had worked for 240 days from the date preceding one year to the date of termination, the action of the Corporation/management is in violation of Section 25-F of the 1947 Act. Further pleaded that at the time of termination of his services, some persons

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junior to him, such as (i) Satyawan son of Chandgi Ram, resident of village Dehman; (ii) Kehar Singh son of Jagdish, resident of village Charnaund, District Hisar; (iii) Balwant son of Bhagwana Ram, resident of Dhani Sanchla, District Fatehabad, etc., were retained in service. Not only this, some new persons, namely, Dilbag, Balwan, Phool Kumar, Rohtash, Lilu, Devender @ Pappu, Basau Ram, Satyawan, Rajbir Etc. were still working at the time when services of the workman – Anoop Kumar were terminated. Thus, the provisions of Section 25-G and 25-H of the 1947 Act have also been violated.

[6.] In the written statement filed by the management, on merits it is pleaded that the workman was never engaged by the Corporation. He was employed through outsourcing agency, i.e. M/s Oscar Security & Fire Services, Panipat (not a party to the proceedings in Reference No. 21 of 2017). Thus, without much disputing the factual aspects, the management/Corporation pleaded that there was no relationship of employer and employee between the two. Therefore, there is no question of violation of any of the mandatory provisions of the 1947 Act.

[7.] Accordingly, the Labour Court framed the following issues:-

> *"1. Whether the termination of services of the petitioner is legal or not? If so, to what relief he is entitled to? OP Parties.*
>
> *2. Relief."*

[8.] Thereupon the workman appeared as WW1 and deposed on the basis of his affidavit (Ex. WW1/A), reiterating the facts of the claim statement. In the cross-examination, he denied that he was appointed through outsourcing agency. The workman requested before the Labour Court to summon the

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record, i.e. payment register, muster rolls, attendance register on site of Haryana Agro Godown, Barwala w.e.f. April, 2010 to 31.03.2013, pertaining to him. He also asked for production of record of persons junior to him, as well as persons who were newly appointed.

[9.] Mr. Sunil Tiwari, Authorised Representative, appeared on behalf of the management and made statement that the relevant record is already there on case file, which was submitted alongwith the written statement, and ***no other record is available with the department***. Thus, the evidence was closed.

[10.] Accordingly, the Labour Court recorded its findings to the effect that the management has withheld the record and there is not much substance available on the record that the workman was employed by the outsourcing agency and not by the Corporation. Lastly, by holding complete violation of the provisions of Section 25F of the 1947 Act, and also violation of Sections 25G and 25F of the 1947 Act, as no record pertaining to the juniors, despite being asked for, was produced, reference has been answered in favour of the workman – Anoop Kumar. For ready reference, the findings recorded by the Labour Court in paragraph Nos. 11 to 13 of the award dated 28.04.2022, passed in Reference No. 21 of 2017, are reproduced as under:-

> *"11. At the outset, the petitioner apart from leading his own evidence in support of his case, also moved an application and summoned the record from the respondents i.e. payment register, muster rolls, attendance register on site of Haryana Agro Godown, Barwala w.e.f. April, 2010 to 31.03.2013 pertaining to himself and production of same record of juniors and new persons appointed namely Satyawan son of Sh. Chandgi Ram R/o Village Dahman, Kehar Singh son of Sh. Jagdish R/o Village Charnaud, District Hisar, Balwant son of Sh. Bhagwana Ram R/o*

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Dhani Sanchla, District Fatehabad and Dilbag, Balwan, Phool Kumar, Rohtash, Leelu, Devender @ Pappu, Basau Ram, Satyawan, Rajbir etc. However, the said record was not produced rather Sh. Sunil Tiwari, learned AR for the respondents made a statement on behalf of the respondents that the relevant record is already on the case file which was submitted along with written statement and apart from that no other record is available with the department. The respondents have placed on record documents i.e. Annexure-R1 to Annexure-R6 along with the written statement. The said documents have also been tendered by Sh. Sandeep Kumar, Godown Keeper, MW1 as Mark-A to Mark-F respectively. Even a perusal of documents Mark-C to Mark-E would show that the name of one Anoop has been mentioned at serial No.11 but his father's name has been mentioned as Raja whereas father's name of the petitioner Anoop Kumar is Rajender. It is not the case of the petitioner that his father Rajender is also called/known by the name of Raja. Further, these documents have not been formally proved on record and thus cannot be read into evidence and are of no use to the respondents. Moreover, complete record as sought by the petitioner was not produced. Hence adverse inference is drawn against the respondents on this count. Even from the cross-examination of MW1, it is evident that replies to most of the material/ important questions put to the witness were evasive and he did not specifically denied about the averments of the petitioner. Even, the documents Ex.M1 to Ex.M3 placed on record by the respondents are of no use. The document Ex.M1 is just copy of letter dated 01.09.2006 regarding policy for outsourcing services/activities and the document Ex.M2 is the copy of Minutes Book of a meeting of the Board of Directors of Haryana Agro Industries Corporation Ltd. held on 18.12.2017 which does not pertain to the petitioner. Even otherwise, when the service of the petitioner was terminated on 31.03.2013, it has got no relevance. Similarly, Service Agreement Ex.M3 entered into between Haryana Agro Industries and M/s Oscar Security and Fire Services does not prove that in fact the petitioner had worked through outsourcing agency. In the circumstances, it is held that the petitioner had worked as Chowkidar with the respondents from April, 2010 to 31.03.2013 and had completed 240 days in preceding 12 months of his termination on 31.03.2013 entitling him benefits of provisions of Section 25F of the Act. However, admittedly while terminating the service of the petitioner provisions contained under Section 25F of the Act were not followed or complied with by the respondents. Therefore, termination of service of the petitioner is bad in law for violation of provisions of Section 25F of the Act.

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> *12. The petitioner has also alleged that he had worked from 8.00 a.m. to 8.00 p.m. for 12 hours a day for which overtime work he has not been paid overtime wages by the respondents. However, the petitioner in his cross-examination has stated that he did not make any complaint to any one regarding the same. Had the respondents been taking overtime work from the petitioner and not paying wages for the same as alleged by the petitioner, certainly the petitioner would have made complaint to some competent authority regarding the same. However, nothing of the sort was done for the reasons best known to the petitioner. Hence, the petitioner has failed to prove the said contention.*
>
> *13. Further, as per petitioner at the time of termination of his service, some persons junior to him namely Satyawan son of Sh. Chandgi Ram, resident of Village Dehman, Kehar Singh son of Sh. Jagdish, resident of Village Charnaund, District Hisar, Balwant son of Sh. Bhagwana Ram, resident of Dhani Sanchla, District Fatehabad etc. were working with the respondents and new persons namely Dilbag, Balwan, Phool Kumar, Rohtash, Lilu, Devender, @ Pappu, Basau Ram, Satyawan, Rajbir etc. are still working with the respondents and thus, there has been violation of provisions of Sections 25G and 25H of the Act also. As already elucidated above, the petitioner also moved an application and sought the record of said juniors and new persons from the management. However, no record was produced by the management. Even, MW1, Sh. Sandeep Kumar in his cross-examination has categorically admitted that the persons junior to the petitioner were working and newly appointed persons after termination of the service of the petitioner are still working in the department. Though, the witness candidly added that these persons are through outsourcing agency but no record to that effect has been produced by the respondents. Hence, there has been violation of provisions of Sections 25G and 25H of the Act also. Accordingly, the issue is, decided in favour of the petitioner and against the respondents."*

[11.] Mr. Padamkant Dwivedi, learned counsel representing the management in all the writ petitions, argued that the Labour Court has completely failed in looking at the record prior to the recording of its findings. From copy of the Lower Court Record (in Reference No. 21 of 2017), Mr. Dwivedi firstly referred to the 'policy for outsourcing of services/activities', issued vide letter No. 43/5/2001/IGSI, dated 01.09.2006 (Ex. M-1), by the

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Chief Secretary to Government, Haryana, to all the Heads of Departments, Commissioner, Ambala, Hisar, Rohtak and Gurgaon Division etc..

On perusal of the said policy, this Court noticed that the Government of Haryana with a view to curb the tendency of appointment on adhoc/contract/daily wage basis and for regularization of the services of Group-C and D employees working on adhoc/contract or daily wage basis, decided that no appointment on adhoc/contract/daily wage basis in Group-C or Group-D posts would be made in future. However, to meet out the emergent need of the staff, Government of Haryana decided to frame a policy to engage/outsource services/activities for Government Departments. For ready reference, policy dated 01.09.2006 alongwith its Appendix i.e. Policy for outsourcing of services/activities, is reproduced as under:-

" *NO. 43/5/2001 -IGSI*

From

The Chief Secretary to Government Haryana.

To

1. *All Heads of Departments, Commissioner, Ambala, Hisar, Rohtak and Gurgaon Divisions.*
2. *The Registrar, Punjab & Haryana High Court, Chandigarh.*
3. *All Deputy Commissioners and Sub Divisional Officers (Civil) in Haryana.*

Dated, Chandigarh the 1st Spetember, 2006.

Subject: ***Policy for outsourcing of services/activities***.

Sir/Madam,

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I am directed to say that the matter regarding framing of a new outsourcing policy has been drawing the attention of the Govt. for past sometime. After careful consideration of the matter, Govt. has decided to frame a policy to engage/outsource services/activities for Government Departments. The present policy aims at giving effect to one of the recommendations of the 5th pay Commission i.e. outsource auxiliary services. The policy is enclosed as Appendix.

2. In Haryana Government Notification No. G.S.R.24/Const./Art.309/2003, dated 1st October, 2003, which provides for the regularization of the services of Group-C and D employees working on adhoc/contract or daily wage basis, it was also directed that no appointment on adhoc/contract/daily wage basis in Group-C or Group-D posts would be made in future. This was done with a view to curb the tendency of appointment on adhoc/contract/daily-wage basis.

3. However, to meet the emergent requirement of staff caused due to death, resignation, retirement, promotion and leave etc., necessary instructions were issued vide Government circular letter No. 43/5/2001-IGSI, dated 16.8.2004 to allow the departments to engage persons on contract basis pending approval of regular contract policy. In the first instance, the Departments/Public Enterprises were allowed to engage persons on contract basis up to 31.12.04 and subsequently the period for engagement of persons on contract basis was extended from time to time and last time this period was extended up to 31.7.2006 through the letter of even number dated 7th July, 2006.

4. It is clarified that persons so engaged shall not have any legal right claiming regularization of their services etc. in the departments where they have been engaged.

5. ***This policy shall come into force with effect from 1.8.2006****, as a result of which the instructions contained in letter No. 43/5/2001-IGSI, dated 16.8.2004 and subsequent in circulars of even number dated 29.12.2004, 13.5.2005, 16.1.2006, 26.4.2006 and 7.7.2006 shall stand superseded with effect from 1.8.2006.*

The policy in question should be brought to the notice of all concerned working under your control for compliance in letter and spirit.

Yours faithfully,

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Sd/-
Deputy Secretary General Administration
For Chief Secretary to Government Haryana"

" *APPENDIX*

POLICY FOR OUTSOURCING OF SERVICES / ACTIVITIES

The Government of Haryana proposes to further strengthen the delivery of services tö the people. Keeping in view the emergence of new areas in the field of effective governance and due to technological advancements, it is endeavoured to outsource services/ activities that are of an auxiliary or supporting nature to its functioning. It has been felt by the government that a policy needs to be enunciated to provide a framework for outsourcing of such services/activities as well as provide guidelines on the subject. This policy aims to provide an enabling framework to approach outsourcing of services/activities wherever required for better and efficient delivery of services.

PART-A WHERE REGULAR POSTS DO NOT EXIST

i) Services/activities may be outsourced as and when required in part or completely by the departments. For instance, cleaning of premises, horticultural work, housekeeping services, maintenance of buildings, transport services, information technology services provided the software application required to be developed or data entry services are clearly specified, secretarial services, courier services, highly technical and professional services etc. The above activities are illustrative and the departments can apply this policy for outsourcing on the basis of need and span of the services/activities.

ii) The nature of the services/ activities required to be outsourced should be specified and clearly defined in the tender notice as well as the contract document instead of mentioning the number of personnel required to perform the services/ activities.

iii) The Departments shill ensure that there is no regular sanctioned post in that unit of office for performing the outsourced services/ activities.

iv) The identification of the services/ activities to be outsourced shall be done by the head of department. The services/ activities to be outsourced can be identified for the department as a whole or a specific unit of the department. In

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either case, the head of department will ensure that no regular sanctioned posts are available in that office to perform the services/ activities.

v) Once the services/activities to be outsourced are identified, the minimum qualifying criteria, the deliverables (expected service levels), performance monitoring standards and liabilities in case of non-performance shall be unambiguously determined and approved by the head of department.

vi) The tender form and the contract document shall be finalized with the approval of the head of department depending upon the existing delegation of powers in the department. Open tenders can then be invited and decided in a transparent manner through a competitive bidding process. A Model Draft Service Contract Document is placed at Annexure 'A' for illustration.

vii) In case of the Mini-secretariats in the districts where several offices of different government departments are located under one roof, the Deputy Commissioner shall identify the services/ activities to be outsourced for the building as a whole and the expenditure on such outsourcing shall be borne by the Deputy Commissioner through the budget available for the purpose.

viii) Wherever required, the departments would move for adequate provisions in their budget for outsourcing of services/ activities under the appropriate head.

ix) Wherever contract for services is awarded on the basis of competitive transparent bidding process no approval of FD will be required, if the expenditure is within the sanctioned budget provision.

x) All the expenses for outsourcing of services/ engagement of persons against sanctioned posts or otherwise shall be restricted within the sanctioned budget of the department. No separate allocations shall be made on this account.

PART-B WHERE REGULAR POSTS EXIST

i) In emergent cases involving public interest, where the sanctioned vacant posts of Group C&D categories exist, term engagement can be made for a period not exceeding six months on wages fixed by the DC under the Minimum Wages Act, for which no approval of FD shall be required. If however, it is proposed to pay higher wages, then approval of FD will have to

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be obtained, giving proper justification. During these six months the department will endeavour to make regular appointment.

ii) In case of persons already engaged on contract by some departments, against sanctioned vacant posts of any category, they will be considered having been engaged under this policy, on term engagement for a period of six months from the date of notification of this policy or the period of the term entered upon by the parties, whichever, is less, during which the department will endeavour to fill up the posts on regular basis by following due procedure. The present incumbents may also be considered for regular appointment, if they fulfill the prescribed qualifications;

Provided that if for any reason, the process of recruitment cannot be completed within six months then approval of FD shall be obtained, giving justifications, for term engagement for a further period of six months.

iii) In case of persons already engaged on contract, by some departments, where no such posts exist, the engagements shall be deemed to have been made under this policy for a period of six months or the term of engagement, entered upon by the parties whichever is less. After the expiry of. this period, however, the department shall float tender for services/activities as laid down in this policy.

iv) Whenever a term engagement is resorted to, whether against a sanctioned vacant post, or otherwise, the department should enter into an agreement, signed by both the parties, which should unambiguously state that it is an engagement for a fixed term and shall automatically cease on the expiry of the term without providing any claim to the person so engaged to any regularization of service or any consequential benefits. A draft of such model agreement is appended at Annexure 'B'.

v) In the case of posts of a highly technical or professional nature, of any category, whether for reasons of unavailability of suitable persons for regular appointment or for reasons of continuous updation of knowledge or technology, if it is decided to fill the post on term engagement, a speaking order will be passed by the head of department on the file. Such term engagement will be at Deputy Commissioner's rates wherever applicable, under the Minimum Wages Act, or upto minimum basic pay of the pay scale prescribed for that post, plus allowances; as the case may be, for a period not exceeding one year, for which approval of the Finance Department will not- be

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required. If however, higher pay/wages are proposed to be paid during the term engagement, then approval of the Finance Department may be obtained giving full justifications."

[12.] After referring to the aforementioned policy, learned counsel for the management/Corporation submitted that the management entered into agreements with various outsourcing agencies from time to time, and also furnished details of such agencies, during the course of the arguments, which are as under:-

Sr. No.	Name of Outsourcing Agency	Agreement between Haryana Agro Industries Corporation Limited and Agency
1.	M/s Lokesh Security & Detective Agency [respondent No. 4 in CWP Nos. 6781, 6827 & 6981 of 2023]	21.08.2009 to 20.08.2010. Blacklisted vide order No. WPA-2011/242-269, dated 08.01.2011, for breach of agreement.
2.	M/s Friends Security Services	09.04.2012 to 08.04.2013
3.	M/s Oscar Fire & Security Services [respondent No. 5 in CWP Nos. 6781, 6827 & 6981 of 2023]	(i) 04.04.2012 to 03.04.2013, extended upto 21.06.2013; (ii) 20.06.2013 to 19.06.2014, extended from time to time upto 30.06.2016
4.	M/s Security Intelligence Services	01.07.2016 to 30.06.2017
5.	M/s Orion Security Solutions	01.07.2017 to 30.06.2018

Learned counsel further stated that as per clauses of the agreements, it was incumbent upon the outsourcing agency to obtain CPF and ESI numbers of the staff deployed by it. Referring to clause 14 of one such agreement dated 04.04.2012 (copy of which was produced before the Labour Court, alongwith several other documents, marked as Ex. M-3), entered into

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between the management and M/s Oscar Security and Fire Service, 44, Shopping Complex, Lal Tanki Market, Model Town, Panipat, learned counsel submitted that the management/Corporation was releasing lump-sum Rs. 7216/- per person, including minimum wages as per Minimum Wages Act, EPF, ESI, Service Tax payable to government and service charges etc. Even as per clause 14(f) of the said agreement, entrance passes were also to be issued by the outsourcing agency. From the said agreement, learned counsel submitted that there was no liability of the management/Corporation and rather as per clause 35, it was made clear that there will not be any contract of employment between the Haryana Agro Industries Corporation Limited and contractual workers for any/all purpose.

[13.] Learned counsel for the management/Corporation further referred to the documents (Mark F), which are bills raised by M/s Oscar Security & Fire Service, for its payment from the management/Corporation, for the period from 01.01.2013 to 31.01.2013, 01.02.2013 to 28.02.2013 and 01.03.2013 to 31.03.2013. Also referred to the muster-rolls where the presence of workers engaged by M/s Oscar Security & Fire Service, is marked.

[14.] Thereafter, Mr. Dwivedi pointed out the document of license, dated 19.02.2013, issued by the Government of India to M/s Oscar Security & Fire Service, under Section 12(1) of the Contract Labour (Regulation & Abolition) Act, issued for a period of one year, i.e. uptil 18.02.2014. By referring to another document (Ex. M1), Mr. Dwivedi also argued that, in fact, the license to engage in the business of private security agency, issued by the

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Government of Haryana, was there with M/s Oscar Security and Fire Service, for the period from 04.10.2011 to 03.10.2016.

Thus, by referring all the aforesaid documents, learned counsel for the management/Corporation argued that there is ample documentary evidence available on record for making it clear that, in fact, workmen in all these cases, were the employees of the outsourcing agencies, i.e. (i) M/s Lokesh Security & Detective Agency; (ii) M/s Friends Security Services; (iii) M/s Oscar Security & Fire Service; (iv) M/s Security Intelligence Services; and (v) M/s Orion Security Solutions, having no connection with the management/Corporation.

[15.] Learned counsel further argued that version of the workmen otherwise also is not tenable because neither there is any appointment letter nor any termination order or any documentary proof to prove that the salary was paid by the management/Corporation.

[16.] It is also argued that date of the alleged termination in the case of workman – Anoop Kumar (in Reference No. 21 of 2017) is 31.03.2013, whereas demand notice was issued on 15.02.2017, which is after lapse of four years. Thus, the dispute raised by the workman is highly belated.

[17.] On the other hand, learned counsel for the workmen while defending the reasoning recorded in the awards passed by the Labour Court, submitted that the awards have been passed with the correct approach, rather the same are required to be modified by awarding full back-wages to the workmen.

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For that purpose, Mr. Suresh Kumar Kaushik, learned counsel submitted that as per settled proposition of law, once it is found that there is violation of Section 25-F of the 1947 Act, the workman has to be held entitled for full back-wages. Further argued that if the version of the management is accepted, it is clear that it is a case of unfair labour practice, and the provisions of the Contract Labour (Regulation & Abolition) Act, 1970, have been violated. In support of the argument, reliance has been placed on the judgement of Hon'ble Apex Court in the case of **Secretary, Haryana State Electricity Board v. Suresh, 1999 (2) S.C.T. 600,** and a Division Bench judgement of this Court (Punjab and Haryana High Court) in the case of **Food Corporation of India v. The Presiding Officer, Central Government Industrial Tribunal, Chandigarh, 1987 (2) PLR 22**.

[18.] I have gone through the pleadings raised by the workmen in the claim statement and the reply thereto by the management/Corporation and after going through the reasoning assigned by the Labour Court, this Court realizes that the management is shifting its liability towards the outsourcing agencies, such as (i) M/s Lokesh Security & Detective Agency; (ii) M/s Friends Security Services; (iii) M/s Oscar Security & Fire Service; (iv) M/s Security Intelligence Services; and (v) M/s Orion Security Solutions, which in fact were never a party before the Labour Court in each and every case. From scrutiny of files, it is evident that M/s Lokesh Security and Detective Agency is party respondent No. 4; and M/s Oscar Security and Fire Services is party respondent No. 5, before this Court only in three petitions, which are CWP Nos. 6781, 6827 and 6981 of 2023. Even during the course of arguments,

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learned counsel for the management/Corporation has referred and placed reliance upon the documentary evidence, i.e. agreement, licenses and muster rolls etc., concerning M/s Oscar Security and Fire Services only, for taking the plea that, in fact, the workmen in all the cases are workers/employees of outsourcing agencies. Once such is the specific plea of the management/Corporation, it could have moved appropriate applications in each and every case, for impleadment of the concerned outsourcing agency, as a party to the proceedings before the Labour Court or the authorised representative/contractor/official of such agency could have been produced in the witness box. However, no such exercise has been undertaken by the management/Corporation to prove its case.

[19.] There is another aspect which is noticed by this Court. From the table in para No. 4 of this judgement, containing all the required particulars of the workmen, it is evident that large number of workmen were employed between 1997 to 2009 and some of the workmen were employed after execution of the agreements between the Haryana Agro Industries Corporation Limited and outsourcing agencies. Even as per own showing of learned counsel for the management/Corporation, there is no dispute that at the time of initial appointment of such workmen, no outsourcing agency was in picture. Obviously, the management itself appointed the workmen directly and subsequent thereto, without apprising any of the workman and rather unilaterally entered into agreement(s) with private outsourcing agencies from time to time, converting the employment conditions and even the employer of the workmen.

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Surprisingly, for the period from 21.08.2009 to 20.08.2010, the outsourced agency with which the Haryana Agro Industries Corporation Limited had entered into the contract was 'M/s Lokesh Security & Detective Agency, Hisar'. The said contract was extended further for one year. However, the agreement dated 18.08.2010 was terminated and said agency was black-listed vide order No. WPA-2011/242-269, dated 08.01.2011. Thereafter, another agreement for the period from 09.04.2012 to 08.04.2013 was executed by the management with M/s Friends Security Services; and another agreement for the period from 04.04.2012 to 03.04.2013 was executed with M/s Oscar Fire & Security Services, which was extended upto 30.06.2016. Thereafter, agreements were also stated to be executed with M/s Security Intelligence Services (from 01.07.2016 to 30.06.2017) and M/s Orion Security Solutions (from 01.07.2017 to 30.06.2018). The said decision was taken unilaterally by the management/Corporation.

[20.] This Court finds that there is no explanation available on record that once, the workmen are found to be working for the management at the time of black-listing of M/s Lokesh Security & Detective Agency, Hisar, w.e.f. 08.01.2011 uptil the new agreement i.e. 04.04.2012 with M/s Oscar Security & Fire Services, how management would plead that the workmen were the employee of some other agency. In other words, from 08.01.2011 to 04.04.2012, there was no contract with any outsourcing agency and the workmen are to be considered as employees of the management/Corporation. Undoubtedly, management has tried to show that the workmen were the

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employees of outsourcing agencies at the time of termination. Thus, this question also requires to be examined.

[21.] As already noticed above, except in CWP Nos. 6781, 6827 and 6981 of 2023, where M/s Lokesh Security and Detective Agency is respondent No. 4; and M/s Oscar Security and Fire Services is respondent No. 5, in rest of the writ petitions, the concerned outsourcing agency is not even party to the proceedings before the Labour Court.

Even it is not clear that compliance of Section 9A of the 1947 Act, which is mandatorily required to be followed by the management/Corporation, has been done or not. If, plea of the management is that initially, some of the workmen were employed by it directly, but later on, they were shown on the roll of some outsourcing agency with which it entered into contract, in that situation also, compliance of Section 9A read with Fourth Schedule of the 1947 Act, would be relevant for consideration. For ready reference, provisions of Section 9A and Fourth Schedule of the 1947 Act, are reproduced as under:-

> *"* *CHAPTER IIA*
> *NOTICE OF CHANGE*
>
> *9A. Notice of change. - No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,-*
>
> *(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or*

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(b) within twenty-one days of giving such notice:

Provided that no notice shall be required for effecting any such change-

(a) where the change is effected in pursuance of any settlement or award; or

(b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply."

"THE FOURTH SCHEDULE
(See section 9A)

CONDITIONS OF SERVICE FOR CHANGE OF WHICH NOTICE IS TO BE GIVEN

1. Wages, including the period and mode of payment;

2. Contribution paid, or payable, by the employer to any provident fund or pension fund or for the benefit of the workmen under any law for the time being in force;

3. Compensatory and other allowances;

4. Hours of work and rest intervals;

5. Leave with wages and holidays;

6. Starting, alteration or discontinuance of shift working otherwise than in accordance with standing orders;

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7. Classification by grades;

8. Withdrawal of any customary concession or privilege or change in usage.

9. Introduction of new rules of discipline, or alteration of existing rules, except in so far as they are provided in standing orders;

10. Rationalisation, standardization or improvement of plant or technique which is likely to lead to retrenchment of workmen;

11. Any increase or reduction (other than casual) in the number of persons employed or to be employed in any occupation or process or department or shift, not occasioned by circumstances over which the employer has no control."

[22.] Therefore, in such circumstances, this Court finds that all the aforementioned 44 references, require adjudication again at the level of the Labour Court because some of the documents appended with the LCR also require to be examined after impleadment of the concerned outsourcing agency from which the management/Corporation allegedly hired the services of the workmen. It is also noticed that in some of the cases, the workmen were employed almost 9/10 years earlier to hiring the services from the outsourcing agencies. In such situation, pleading raised by the management/Corporation draws attention, and needs to be examined, to ascertain the fact that who is the true employer of the workmen. Enough material is not available on record whether the provision of Section 9A of the 1947 Act was complied with or not.

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[23.] However, this Court is of the view that without impleadment and granting of opportunity to plead and lead evidence to the concerned outsourcing agency, real controversy cannot be resolved in proper and lawful manner.

[24.] As a sequel to the above discussion, I deem it appropriate to set aside all the awards impugned in these 69 writ petitions, detail of which has been given in the opening part as well as in the table drawn in para No. 4 of the judgement. The writ petitions filed by the workmen, claiming full back wages are rendered infructuous because the said issue would also be re-considered by the Labour Court.

Accordingly, all the cases/references are remanded back for re-decision by the Labour Court, after impleadment of all the concerned outsourcing agency as party to the proceedings, in each and every case. The management/Haryana Agro Industries Corporation Limited shall move appropriate application(s) for impleadment of concerned outsourcing agency, and thereafter the proceedings would be conducted in accordance with law.

[25.] Needless to say that the opportunity for filing reply/written statement would only be given to the newly added respondent, if any, and thereupon each of the party would be afforded maximum two opportunities for leading evidence so that the proceedings can be finally concluded afresh within the year 2024. It is also clarified that impleadment of the outsourcing agencies and their service through Dasti process, would be the sole responsibility of the management/Corporation.

PRASHANT KAPOOR
2024.05.13 14:35
I attest to the accuracy and
authenticity of this
order/judgement

Let further exercise be commenced by the learned Labour Court from 27.05.2024. On the said date all the parties to the *lis* shall appear before the Labour Court to enable it to commence the further proceedings, as per law.

Registry is directed to transmit copy of this judgement immediately to the Industrial Tribunal-cum-Labour Court, Hisar, for information and compliance.

[26.] With the aforementioned directions, all the 69 writ petition and pending miscellaneous applications therein, are **disposed of**.

(SANJAY VASHISTH)
JUDGE

May 13, 2024
Pkapoor

Whether speaking/reasoned? ✓ **Yes/~~No~~**
Whether reportable? ✓ **Yes/~~No~~**

PRASHANT KAPOOR
2024.05.13 14:35
I attest to the accuracy and
authenticity of this
order/judgement