



HIGH COURT OF UTTARAKHAND AT NAINITAL

Writ Petition Misc. Single No. 2563 of 2013

05 August, 2026

Samay Singh

--Petitioner

Versus

1. Presiding Officer Labour Court Haridwar
2. M/s Sinchai Anusandhan Sansthan Roorkee
3. M/s Sinchai Anusandhan Sansthan Roorkee

--Respondents

Presence:-

Mr. Pankaj Miglani, learned counsel through V.C and Mr. Aakib Ahmed, learned counsel for the petitioner.

Mr. Rahul Verma, learned Additional Advocate General for the State.

Hon'ble Pankaj Purohit, J. (Oral)

The petitioner was engaged as a daily wager i.e. Beldar in the respondent-department on 01.05.1987. His services came to be terminated orally with effect from 01.11.1988. Aggrieved thereby, the petitioner raised an industrial dispute, which was referred for adjudication to the Labour Court, Haridwar, as Adjudication Case No. 334 of 2009 (Old Case No. 41 of 2007). Before the Labour Court, the petitioner claimed that he had completed 240 days of continuous service and that his termination was in violation of Sections 6N, 6P and 6Q of the U.P. Industrial Disputes Act, 1947, and Rules 41, 41-A and 42 of the U.P. Industrial Disputes Rules. The respondents, however, contended that the petitioner had worked only for 152.99 days and was not entitled to the



protection of Section 6N. By award dated 09.11.2012, the Labour Court rejected the reference holding that the petitioner had failed to establish completion of 240 days of continuous service. Aggrieved by the said award, the petitioner has preferred the present writ petition. During the pendency of the writ petition, pursuant to the order of this Court dated 15.12.2025, the respondent-department filed a supplementary affidavit placing the relevant muster rolls on record.

2. Learned counsel for the petitioner submitted that the petitioner was engaged as a daily wager on 01.05.1987 and his services were orally terminated with effect from 01.11.1988 without complying with the mandatory provisions of Sections 6N, 6P and 6Q of the U.P. Industrial Disputes Act, 1947. It was contended that the termination was illegal and arbitrary, as the petitioner had rendered continuous service and was entitled to the protection available under the Act.

3. It was further submitted that the Labour Court erroneously held that the petitioner had not completed 240 days of continuous service by applying the definition under Section 25B of the Industrial Disputes Act, 1947 instead of Section 2(g) of the U.P. Industrial Disputes Act. It was argued that the Labour Court also failed to draw an adverse inference against the respondents despite their failure to produce complete muster rolls and ignored the evidence on record regarding violation of Sections 6P and 6Q of the Act as well as Rules 41, 41-A and 42 of the U.P. Industrial Disputes Rules.



4. Referring to the rejoinder and the supplementary affidavit, learned counsel submitted that the respondents themselves admitted the petitioner's engagement from June to November, 1987 and that the subsequently produced muster rolls did not constitute the complete service record. It was, therefore, contended that the impugned award suffers from perversity, ignores material evidence and settled principles of labour law, and is liable to be set aside.

5. Learned counsel for the respondents opposed the writ petition and submitted that the petitioner was merely a daily wage employee engaged on a need basis and had worked only for 152.99 days between June and November, 1987. It was contended that the petitioner had failed to establish completion of 240 days of continuous service in the twelve calendar months preceding his termination and, therefore, was not entitled to the protection of Section 6N of the U.P. Industrial Disputes Act.

6. It was further submitted that the Labour Court, upon proper appreciation of the oral and documentary evidence, rightly concluded that the petitioner had failed to discharge the burden of proving continuous service. According to the respondents, the petitioner did not produce any cogent evidence to substantiate his claim, whereas the management had produced the relevant records demonstrating the actual period of his engagement.

7. Referring to the supplementary affidavit,



learned counsel submitted that the certified copies of the muster rolls produced before this Court conclusively establish that the petitioner had worked only for 152.99 days. It was, therefore, contended that the impugned award is based on proper appreciation of evidence, suffers from no perversity or legal infirmity, and calls for no interference under Article 226 of the Constitution of India.

8. Having heard the learned counsel for the parties and after perusal of material available on record, particularly the order of this court dated 15.12.25 vide which complete muster rolls were called for the respondents and after going through objection filed by the petitioners this court is of the considered opinion that the respondents have still not filed the complete muster rolls as alleged by the petitioner. At this stage the court is compelled to draw an adverse inference against the respondents submission that the petitioner has not worked for 240 days. Thus the termination of service of the petitioner is illegal and unjust.

9. But at this juncture, when the petitioner is out of job since 1988, instead of directing the petitioner to be reinstated this Court thinks it proper to give a lump sum compensation to the petitioner to do justice with him. Accordingly, the impugned award dated 09.11.2012 is hereby set aside.

10. The learned State Counsel was directed to come up with an offer as to how much compensation can be granted to the petitioner vide order dated 09.06.2026.



But despite repeated orders, the state counsels have failed to provide any instructions regarding the lump sum payment. This court at this stage deems it appropriate to fix five lakh rupees as lump sum payment to the petitioner which shall be paid within 8 weeks from date of production of this order. Hon'ble Apex court in a catena of judgments including **State of Uttarakhand vs Raj Kumar 2019(14) SCC 352** has routinely awarded lump sum monetary compensation for unjust termination of services of daily wagers.

11. Accordingly the writ petition is allowed in the aforesaid terms.

Nahid

(**Pankaj Purohit, J.**)

05.08.2026