



2026:DHC:6865



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CNR No. DLHC010081132019

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Date of Decision: 12.08.2026

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W.P.(C) 733/2019**DEEPAK KUMAR**

.....Petitioner

Through: Ms. Ritu Jain, Mr. M. N. Singh, Ms.
Ritika, Mr. Vaibhav and Ms. Sakshi,
Advocates

versus

DELHI JAL BOARD & ORS

.....Respondents

Through: Mr. Tushar Sannu, Standing Counsel
with Ms. Parvin Bansal, Mr. Suraj
Gupta, Advocates
Mr. Mukesh Gupta, Standing Counsel
for MCD with Mr. Raghav Gupta,
Ms. Madhu Yadav, and Mr. Devansh,
Advocates

CORAM:**HON'BLE MR. JUSTICE MANOJ KUMAR OHRI****JUDGMENT (ORAL)**

1. The present writ petition seeks quashing of the award dated 21.07.2018 passed by the Labour Court in I.D. No. 1062/2016 to the extent that issue nos. 6 & 8 were decided against the petitioner/workman.
2. Briefly, the petitioner had raised an industrial dispute whereby the following reference was sent to the Labour Court:

“Whether services of Sh. Deepak Kumar S/o Sh. Sunder have been terminated illegally and/or unjustifiably by the management; and if so, to what relief is he entitled and what directions are necessary in this respect?”

3. Initially, only the *Delhi Jal Board* (hereinafter the “DJB”) was



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impleaded as a respondent; however, later on, the *Municipal Corporation of Delhi* (hereinafter the “MCD”) was also arrayed.

4. The petitioner has claimed in his statement of claim that he was employed with the Delhi Water Supply and Sewage Disposal Undertaking in June 1997 as a Sewer Gang Beldar on daily wages and worked till June 2000, when his services were illegally terminated. The Delhi Water Supply and Sewage Disposal Undertaking originally came under the MCD, but was separated in March 1998 and reconstituted as the DJB. The workman claimed that the management had adopted unfair labour practices such as engaging Sewer Gang Beldars on daily wages and on a casual basis against permanent and perennial nature of work. The management also used to give artificial breaks to the workers, and they were substituted in a *mala fide* manner so as to ensure that they could not complete 240 days of service in a year. At the time of termination, neither was any notice given to the workman nor was any retrenchment compensation tendered. Some of his juniors, namely *Ashok Kumar Malik*, *Uttam Chakarwati*, *Virender Prashad*, *Neeraj Kumar*, and *Raj Kumar*, were still working when his services were terminated. It was further claimed that neither was any memo, chargesheet etc. served upon him nor was any disciplinary inquiry conducted. The management had thus violated the provisions of Section 25F, G, & H of the Industrial Disputes Act, 1947. The workman further claimed that he was re-engaged, however, only for a brief periods, i.e., from March to May 2001 and from April to June 2002.

5. Management no. 1/DJB appeared and claimed that the claimant was engaged by the MCD and not by the DJB. The engagement was for a specific project for a specified period, as no regular posts were available.



Employees were engaged by one division and used by another division as per requirement; thus, no seniority list was maintained. It was claimed that the workman was initially engaged on 18.06.1997 for the pre-monsoon work of desilting of *nalas* (drains) for 89 days only on daily wages due to exigency of work, without undergoing any selection procedure. He was re-engaged from 20.09.1997 to 20.10.1997 in the same manner. Again, he was engaged in March 2001 as a daily wager in the same manner and worked up to 31.05.2001. He was freshly engaged in the same capacity and manner as a *Beldar* up to 30.06.2002, and his services came to an end upon completion of the work. It was, thus, claimed that he had never worked for 240 days continuously immediately preceding the termination of his service.

6. Management no. 2/MCD claimed that at the time of termination, the workman was engaged with management no. 1/DJB, and that MCD had no concern with the termination. The Labour Court framed the following issues for determination:

- “1. Whether the workman was engaged by the management no. 1 in the exigencies of work without undergoing any selection procedure on daily wage muster roll de hors the rules for short duration, if so, its effect? OPM
2. Whether the claim of the workman has not been espoused by the Union of which the workman was the employee as the workman was not a member of Nagar Nigam Karamchari Sangh Delhi Pradesh, if so, its effect? OPM
3. Whether the workman was initially engaged by the MCD and not by the Delhi Jal Board due to the exigencies of work without undergoing any selection procedure, if so, its effect? OPM
4. Whether the workman has not completed the 240 days continuous service with the management, if so, its effect? OPM
5. Whether there exists no relationship of employer and employee between the workman and the MCD? OPW
6. Whether the claim of the claimant/workman is bad for non-service of demand notice? OPM
7. Whether the services of the workman were terminated by the management legally and unjustifiably? OPW



8. *Whether the workman is entitled to the relief claimed? OPW*
9. *Relief.”*

7. It is the admitted case of the parties that except for issue nos. 6 & 8, all other issues were decided in favour of the workman. The Labour Court however, denied relief solely on the ground that prior to the institution of the industrial dispute, no demand notice was issued by the claimant. The said issue is no longer *res integra*. In the recent decision in M/s Premium Transmission Private Limited Vs. The State of Maharashtra and Others¹, the Supreme Court held that a formal written demand notice is not a *sine qua non* for an industrial dispute to exist. The relevant extract is reproduced hereunder:

“44. This Court held that the term ‘industrial dispute’ is defined broadly as any ‘dispute or difference’ between employers and workmen connected with employment, non-employment, the terms of employment, or conditions of labour. The ID Act does not prescribe any specific manner in which a dispute must arise. Specifically, a formal written demand by the workman is not a *sine qua non* for an industrial dispute to exist. The only exception is for public utility services, where Section 22 of the ID Act mandates a strike notice. The Court relied on the judgment of *Beetham v. Trinidad Cement Ltd.*¹⁶, to define ‘difference’. In the said judgment, Lord Denning observed that a difference exists whenever parties are at variance; they need not be ‘locked in combat’ or come to blows. It is sufficient if they are ‘sparring for an opening’. Reading a requirement for a written demand into the statute would amount to ‘re-writing the section’. An industrial dispute exists if there is a real, substantial difference with persistence, which was satisfied here by the workman’s continuous claim for reinstatement during the inquiry and appeal.

45. On the flair or nature of reference under Section 10(1) of the ID Act, the decision further states that the appropriate Government has the power to refer a matter for adjudication if it forms an opinion that an industrial dispute either exists or is apprehended. The resultant order of reference is an administrative act, and not a judicial or quasi-judicial determination. The factual existence and expediency of referring are matters entirely for the appropriate Government to decide. In *Shambu Nath*², this Court also considered constructive/implied demand through

¹ (2026) 5 SCC 633



conduct which we may not refer to, having appreciated the definite case of the management and the Union. This Court distinguished Sindhu Resettlement Corpn.⁴ on two grounds: (i) Sindhu did not examine the appropriate Government's power to refer apprehended disputes, and (ii) in Shambu Nath², unlike in Sindhu⁴, there was unimpeachable evidence that the workman had demanded reinstatement, proving a dispute actually existed. This Court held that a formal written demand by a workman to the employer is not a sine qua non for the existence of an industrial dispute under Section 2(k) of the ID Act. An industrial dispute exists whenever there is a real and substantial difference between the parties. The Government's administrative decision to refer such an apprehended dispute under Section 10(1) ought not to be canvassed before courts as if it were a judicial determination. We keep the above in mind when applying which citations are apt to the case at hand."

8. The workman has claimed to have remained unemployed since his termination, and there is no challenge to this position by either management.

9. A gainful reference may also be made to Bharat Sanchar Nigam Limited Vs. Bhurumal², wherein the Supreme Court held that while reinstatement with back wages cannot be granted mechanically, an illegally terminated daily-wage worker ought not to be denied reinstatement if the termination stems from an unfair labour practice or a violation of the "last come, first go" rule, unless weighty reasons justify granting compensation instead. The relevant excerpt from the decision is reproduced below:

"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary

² (2014) 7 SCC 177



compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious.

*34. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily-wage basis and even after he is reinstated, he has no right to seek regularisation [see *State of Karnataka v. Umadevi* (3) [(2006) 4 SCC 1: 2006 SCC (L&S) 753]]. Thus when he cannot claim regularisation and he has no right to continue even as a daily-wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose.*

35. We would, however, like to add a caveat here. There may be cases where termination of a daily-wage worker is found to be illegal on the ground that it was resorted to as unfair labour practice or in violation of the principle of last come first go viz. while retrenching such a worker daily wage juniors to him were retained. There may also be a situation that persons junior to him were regularised under some policy but the workman concerned terminated. In such circumstances, the terminated worker should not be denied reinstatement unless there are some other weighty reasons for adopting the course of grant of compensation instead of reinstatement. In such cases, reinstatement should be the rule and only in exceptional cases for the reasons stated to be in writing, such a relief can be denied.

(emphasis supplied)

10. Consequently, in light of the aforesaid decisions, in the absence of any challenge by management no. 1/DJB to the other findings in the impugned award, and considering the peculiar facts and circumstances of the present case, this Court deems it apposite to hold that since the services of the workman were terminated illegally, he is entitled to reinstatement in service. Accordingly, management no. 1/DJB is directed to reinstate the petitioner/workman from immediate effect with continuity of service and



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50% back wages.

11. The present writ petition is disposed of in the aforesaid terms.

**MANOJ KUMAR OHRI
(JUDGE)**

AUGUST 12, 2026/pmc