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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 25th August, 2026**# **CNR No. DLHC010402702026**+ **W.P.(C) 12486/2026, CM APPL. 57905/2026 & CM APPL. 57906/2026****M/S SKY LARK SECURITIES PVT. LTD.**

.....Petitioner

Through: **Mr. Ajay Dabas, Ms. Priyanka Dagar
and Mr. Rishikesh Singh, Advs.**

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versus

AMIT KUMAR

.....Respondent

Through: **None.****CORAM:****HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (ORAL):**

1. The present petition has been filed challenging the Award dated 09th April, 2026 passed by the learned Additional District and Sessions Judge, Presiding Officer, Labour Court – IV, Rouse Avenue Courts, New Delhi in *LIR No. 785/2021*. By way of the impugned Award, the learned Labour Court after considering the fact that the respondent workman had already re-joined the service during the pendency of the dispute, awarded a lump sum compensation of Rs. 80,000/- in lieu of the back wages from the period of illegal termination of the workman on 31st May, 2017, till his re-joining on



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31st August, 2020.

2. As per the facts on record, the respondent workman was working in the petitioner company as a security guard since 01st November, 2011. Since the petitioner was not being given salary as per the notified minimum wages, he demanded the same. Thus, the petitioner company terminated his services on 31st May, 2017.

3. Though the petitioner company had averred before the learned Labour Court that the respondent workman had abandoned the services, the petitioner was unable to prove the same. It was also averred that the employment of the respondent was only contractual in nature on part-time basis and that he voluntarily left his job upon conclusion of the work at the site contract. The respondent workman did not wish to join any other site of management and thus, voluntarily left the job, without any prior notice or information.

4. However, during the course of evidence, the management witness, *CWI*, Rameshwar Singh, categorically admitted that the respondent workman had joined the management on 01st November, 2011 as security guard at monthly wages of Rs. 5,500/-. The learned Labour Court took note of the fact that the management had failed to mention the last working day of the respondent workman on the alleged abandonment of work either in the reply or in the evidence affidavit. Thus, noting that even during the cross examination, the management witness could not state the specific date when the respondent workman had abandoned his job, the learned Labour Court further took note of the fact that the management had not issued any Show Cause Notice or memo or notice of absenteeism to the workman. Thus, it was held that in the absence of any cogent credible evidence on record, it



cannot be presumed that the workman had left the services of the management on his own.

5. The learned Labour Court took note of the authorities in this regard to hold that it has been laid down in a catena of judgments that management has to bring on record sufficient material to show that the workman had abandoned his service. Furthermore, on failure to report for duty, the management has to call upon the employee and if he refuses to report, then an enquiry is required to be ordered against him and action is to be taken in that regard. It was held that in the absence of anything placed on record by the management, no presumption against the workman can be drawn.

6. The learned Labour Court also rejected the plea of the management that the workman was transferred/deputed to another site *vide* its movement order dated 01st September, 2020. Such plea was considered to be an afterthought, as no such offer was made by management in response to demand notice of workman or during the conciliation proceedings.

7. The learned Labour Court also did not find any merit in the plea of the management that it had offered the workman to re-join duty in management-company, by way of movement order dated 01st September, 2020 as well as letter dated 09th January, 2021. The learned Labour Court took note of the fact that no such offer was given on behalf of the management to the workman before the conciliation officer during the conciliation proceedings. Furthermore, no such offer was given by the management to the workman offering him to join duty at same site or even at different site of management during the proceedings before the authority under the Minimum Wages Act. Thus, this plea of the management was considered to be merely an afterthought, by taking into consideration the fact that the management had



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come up with the said offer after inordinate and unexplained delay of almost three years since the date of termination of workman.

8. The learned Labour Court also noted that no such offer of re-joining the service was given by the management to the workman before the Labour Court during recording of testimony of the workman. Instead, suggestion was given on behalf of the management to the workman during his cross examination that management had deputed him to another site, which suggestion was denied by the workman.

9. Accordingly, considering the documents and deposition on record, the learned Labour Court came to a categorical finding that the management had failed to prove its defence plea that workman had himself stopped reporting for duty for management. No credible evidence had been put forth by the management to controvert the claim of the workman that his services were illegally terminated by the management on 31st May, 2017.

10. Therefore, it was held that the respondent workman had succeeded in establishing that he was illegally terminated by the management on 31st May, 2017. After holding as aforesaid, it was noted that the respondent workman had already re-joined the services of the management as security guard on 01st March, 2026. Thus, the only issue to be considered by the learned Labour Court was with regard to the plea of the respondent workman for grant of full back wages.

11. The learned Labour Court in this regard, on the basis of the evidence on record, came to a considered finding that there was no offer of re-employment from management to the workman during the period from 01st June, 2017 to 31st August, 2020. Thus, the workman was held entitled to back wages for the period from the date of his termination till 31st August,



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2020. The learned Labour Court also took note of the fact that the workman had admitted during his cross examination that he was doing petty work after his termination to bear his household expenses.

12. On account of the aforesaid, the learned Labour Court held that the respondent herein was not entitled to full back wages and considering the overall facts and circumstances of the case, granted lump sum compensation of Rs. 80,000/- in lieu of back wages, along with an interest @8% per annum till its payment, in case, the said amount was not paid within thirty days of publication of the Award.

13. The impugned Award passed by the learned Labour Court is a well-reasoned Award, passed on the basis of facts and evidence on record. There is no reason for this Court to interfere with the Award passed by the learned Labour Court, which has been passed on sound and cogent reasoning.

14. Accordingly, no merit is found in the present petition.

15. The same is accordingly dismissed. Pending applications also stand disposed of.

MINI PUSHKARNA, J

AUGUST 25, 2026

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