



2026:DHC:7399



\$~7 to 10 & 53

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Date of Decision: 24.08.2026

CNR No. DLHC010423422021

+ **W.P.(C) 914/2022 & CM APPL. 2580/2022,**
CM APPL. 25434/2022

SHAURYA ENTERPRISES Petitioner
Through: Mr. Sudhir Nagar, Mr. Krihna
Dev Pandey, and Mr. Dhiraj
Pandey, Advocates

versus

OM PRAKASH Respondent
Through: Mr. Ankit Dwivedi and Mr.
Rishabh Sharma, Advocates

8

CNR No. DLHC010425252021

+ **W.P.(C) 1275/2022, CM APPL. 3731/2022,**
CM APPL. 23830/2022

SHAURYA ENTERPRISES Petitioner
Through: Mr. Sudhir Nagar, Mr. Krihna
Dev Pandey, and Mr. Dhiraj
Pandey, Advocates

versus

SH. JAIPAL Respondent
Through: Mr. Ankit Dwivedi and Mr.
Rishabh Sharma, Advocates

9

CNR No. DLHC010425262021

+ **W.P.(C) 1276/2022 & CM APPL. 3733/2022,**

Signature Not Verified

Digitally Signed
By:NIJAMUDDIN ANSARI
Signing Date:01.09.2026
18:34:39

W.P.(C) 914/2022 & connected matters

Page 1 of 9



2026:DHC:7399

**CM APPL. 25262/2022**

SHAURYA ENTERPRISES Petitioner
Through: Mr. Sudhir Nagar, Mr. Krihna
Dev Pandey, and Mr. Dhiraj
Pandey, Advocates
versus

SH. SUNDER SINGH RANA Respondent
Through: Mr. Ankit Dwivedi and Mr.
Rishabh Sharma, Advocates

10

CNR No. DLHC010423432021+ **W.P.(C) 915/2022 & CM APPL. 2582/2022,**
CM APPL. 25345/2022

M/S SHAURAYA ENTERPRISES Petitioner
Through: Mr. Sudhir Nagar, Mr. Krihna
Dev Pandey, and Mr. Dhiraj
Pandey, Advocates
versus

DHARAMPAL SINGH Respondent
Through: Mr. Ankit Dwivedi and Mr.
Rishabh Sharma, Advocates

53

CNR No. DLHC010426362021+ **W.P.(C) 1690/2022 & CM APPL. 4873/2022,**
CM APPL. 23836/2022

SHAURYA ENTERPRISES Petitioner
Through: Mr. Sudhir Nagar, Mr. Krihna
Dev Pandey, and Mr. Dhiraj
Pandey, Advocates
versus



2026:DHC:7399



BHEM SINGH

.....Respondent

Through: Mr. Ankit Dwivedi and Mr.
Rishabh Sharma, Advocates

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

1. The captioned writ petitions are being disposed of *vide* this common judgment as they respectively arise out of five awards passed by two learned Presiding Officers of Labour Courts at Rouse Avenue District Courts, involving identical claims of illegal termination made by the respondent workmen against the common petitioner/management, *M/s Shaurya Enterprises*, an LPG cylinder distribution agency.
2. The disputes were referred to the Labour Court in terms of largely identical references by the Deputy Labour Commissioner, South-West District, Govt. of NCT of *Delhi*, as to whether the services of the workmen were terminated illegally and/or unjustifiably by the management, and if so, to what relief they are entitled.
3. Briefly stated, the workmen claimed before the Labour Court that they were employed with the management, having joined at various points between the years 1985 to 1988, performed their duties sincerely, but were deprived of statutory legal facilities such as appointment letters, leaves, ESI, and PF. They stated that upon raising demands and lodging complaints before the statutory authorities, the management became annoyed, stopped giving them work, withheld their earned wages, and illegally terminated their services in 2014



2026:DHC:7399



without serving any notice, charge-sheet, conducting a domestic enquiry, or paying statutory compensation under Section 25F of the Industrial Disputes Act, 1947 (hereinafter the “ID Act”). They further stated that Labour Inspectors visited the premises to get them reinstated, but the management refused to take them back on duty.

4. The management contested the claims by filing its written statements, raising preliminary objections that the workmen had not completed 240 days of continuous service in the preceding 12 months and that they had voluntarily abandoned their employment in 2014. On merits, the management contended that the workmen joined on much later dates than alleged and were drawing monthly wages of Rs.9,000/- to Rs.9,200/-. The management stated that letters were sent to the workmen asking them to resume duties, but they failed to report for work and instead filed frivolous claims. The management maintained that it never terminated the services of the workmen and prayed for dismissal of the claims.

5. The learned Presiding Officers framed issues as to whether the workmen had completed 240 days of continuous service and, whether the workmen had voluntarily abandoned their employment, the terms of reference, and relief.

6. *Vide* the impugned awards, the issues were decided in favour of the workmen. Continuous service of 240 days was held to have been established on the basis of admissions by the management and exhibited attendance registers. *Qua* the plea of abandonment, it was held that abandonment is a misconduct requiring a domestic enquiry, and since no charge-sheet, show-cause notice, or enquiry was initiated



2026:DHC:7399



by the management against any of the workmen, the plea of abandonment could not be accepted, and the letters asking the workmen to rejoin duties were held to be empty formalities. Holding the terminations to be in contravention of Section 25F of the ID Act, the workmen were directed to be reinstated with full back wages and consequential benefits as per last drawn wages @ Rs.9,000/- per month w.e.f. 01.07.2014. Aggrieved thereby, the management has preferred the present writ petitions.

7. Learned counsel for the petitioner/management contends that this is a classic case of abandonment of service by the workmen. He submits that multiple letters were dispatched to all workmen asking them to resume their duties, and receipt of the said letters was duly admitted during cross-examination. He further contends that the final arguments could not be addressed before the Labour Court due to the Covid-19 pandemic, that since the workmen did not complete 240 days of continuous service, no domestic enquiry was required once the workmen failed to report despite the letters asking them to resume duties.

8. *Per contra*, learned counsel for the respondent/workmen supports the impugned awards and submits that the workmen were victimized and denied entry after they agitated for their statutory rights before the ESI, PF, and Labour authorities. He submits that the management had failed to lead any cogent evidence to establish voluntary abandonment of duties by the workmen, and that the Labour Court had rightly held the terminations to be in violation of Section 25F of the ID Act.



2026:DHC:7399



9. I have heard the learned counsels for the parties and carefully examined the record.

10. Before proceeding further, this Court takes note of the limited scope of writ jurisdiction in exercise of powers conferred under Articles 226/227 of the Constitution of India. It is well settled that the challenge is not in the nature of an appeal, but to see if the order has been passed without jurisdiction, is perverse, or does not follow the principles of natural justice (Ref: Syed Yakoob Vs. K.S. Radhakrishnan¹). The said principle was reiterated by the Supreme Court in International Airport Authority of India Vs. International Air Cargo Workers Union². This Court has also considered the scope of writ jurisdiction in Ritz Theatre Private Limited Vs. Ramesh Chandra³.

11. A perusal of the record reveals that the finding *qua* completion of 240 days of continuous service was arrived at on the basis of the attendance registers produced by the management itself (Ex. MW1/1), and warrants no interference. The grievance that the management was not heard at the stage of final arguments is also without merit, as the record reflects that repeated opportunities were granted to the management after evidence had been led by both parties.

12. Further, the management witness, *Sh. Harsimran Singh Bindra*, admitted that the workmen had raised disputes regarding statutory benefits such as bonus, ESI, and unpaid wages before the competent statutory authorities, pursuant to which inspections were conducted. He also conceded that the Labour Inspectors examined by the

¹ 1963 SCC OnLine SC 24

² (2009) 13 SCC 374

³ 2024 SCC OnLine Del 3633



2026:DHC:7399



workmen had accompanied them to the management's premises to get them reinstated, but the management failed to allow them to resume their duties.

13. Furthermore, while the management claimed before the Labour Court that the respondents were regular monthly-salaried employees drawing Rs.9,000/- per month who had voluntarily abandoned service, it had taken a contradictory stand in its replies to the demand notices that the workmen were merely piece-rate workers engaged on a per-cylinder basis. The Labour Court rightly took note of these inconsistent and mutually destructive pleas to hold that the management's plea of voluntary abandonment did not inspire confidence.

14. The Labour Court also took note of the settled position of law that abandonment is a matter of intention requiring strict proof, and where an employee fails to report for duty, the employer is duty-bound to issue a charge-sheet and conduct an enquiry before striking off his name from the rolls. In the absence of any show-cause notice, charge-sheet, or domestic enquiry, the Labour Court rightly concluded that the management had failed to discharge the burden of proving voluntary abandonment, and held the retrenchment of the workmen to be illegal for non-compliance with Section 25F of the ID Act.

15. In view of all the above, this Court is of the considered opinion that the findings recorded by the Labour Court on the illegality of the terminations do not suffer from any perversity or infirmity warranting interference under writ jurisdiction.

16. However, on the aspect of relief, this Court takes note of the particulars of the respondent workmen as compiled from the record:



2026:DHC:7399



S. No.	Writ Petition No.	Workman Name	Present Age (approx.)	Alleged Date of Termination
1.	W.P.(C) 1275/2022	Jaipal	61 years	31.07.2014
2.	W.P.(C) 1276/2022	Sunder Singh Rana	62 years	31.07.2014
3.	W.P.(C) 1690/2022	Bhim Singh	56 years	31.07.2014
4.	W.P.(C) 914/2022	Om Prakash	63 years	29.08.2014
5.	W.P.(C) 915/2022	Dharampal Singh	63 years	29.08.2014

17. It is apposite to note that the events in question pertain to the year 2014 and, in the intervening period of about 12 years, almost all the workmen have either attained or are nearing the age of superannuation. Further, it has come on record that, during the pendency of the proceedings, the workmen were called upon to resume their duties, but they did not do so. In view of the considerable passage of time and the age of the workmen, this Court is of the opinion that the relief of reinstatement with full back wages would not be practicable or appropriate in the facts and circumstances of the present case.

18. At this stage, learned counsel for the petitioner/management, on instructions, submits that the petitioner consents to the payment of a lump-sum compensation of Rs.3,50,000/- to each workman as full and final settlement of all relevant claims.

19. Having regard to the totality of facts and circumstances, the nature of the engagement, the length of service rendered, the intervening period, and the advanced age of the workmen, this Court deems it just and appropriate to mould the relief by modifying the direction of reinstatement alongwith back wages into a lump-sum compensation. Accordingly, the petitioner/management is directed to



2026:DHC:7399



pay a sum of Rs.5,00,000/- to each of the five respondent workmen.

20. Pursuant to orders passed by this Court, an amount of Rs.2,00,000/- was directed to be deposited in respect of each workman with the Registrar General of this Court. In the event the said amounts stand deposited, the same, along with the interest amounts accrued thereupon, shall be released to the respective respondent workmen upon due verification, and the petitioner/management shall pay the remaining balance amount of Rs.3,00,000/- to each respondent workman within a period of 4 weeks from today.

In case the said deposit of Rs.2,00,000/- has not been made, the petitioner/management is directed to pay the entire compensation amount of Rs.5,00,000/- to each of the respondent workmen within a period of 4 weeks from today.

Any amount remaining unpaid upon the expiry of 4 weeks shall carry interest @ 9% per annum from the date of this order until its realization.

21. The present writ petitions, along with the pending applications, are disposed of in the above terms.

(MANOJ KUMAR OHRI)
JUDGE

AUGUST 24, 2026

nb