

IN THE HIGH COURT OF PUNJAB & HARYANA, CHANDIGARH

CWP No. 18726 of 2011
Date of decision : August 6, 2015

Sushil Kumar

..... Petitioner

Versus

The Presiding Officer , Industrial Tribunal, Amritsar and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. R. S. Ahluwalia, Advocate
for the petitioner.

Mr. V. Ramswaroop, Additional Advocate
General, Punjab.

1. Whether reporters of local papers may be allowed to see the judgment ?
2. To be referred to the reporters or not?
3. Whether the judgment should be reported in the digest?

Amit Rawal, J (oral).

The challenge in the present writ petition is to the award dated 5.9.2011 whereby reference made by the petitioner qua his alleged termination on 18.9.2003 has been declined on the ground that the petitioner was appointed on contractual basis.

Learned counsel for the petitioner submits that the petitioner was appointed as a Ward Attendant on 27.3.2000 and continued to work for more than 240 days. His services were erroneously terminated in violation of the provisions of Section 25-F of the Industrial Disputes Act, 1947 on 18.9.2003 and therefore he raised the demand and claim statement was also filed.

He further submits that many juniors have been retained and new employments have been made. There is violation of provisions of Section 25-G and F of the Industrial Disputes Act, 1947. He further submits that legs of the petitioner are polio affected but he was discharging his duties diligently up to the satisfaction of his seniors.

Mr. V. Ramswaroop, Additional Advocate General, Punjab submits that award of the Labour Court is legal and justified. There is no illegality and perversity in the same.

He further submits that the petitioner was appointed on contract basis when the contract period came to an end his services were terminated. Not only this, contract order was issued on 25.3.2000 and he was employed only for a period of three months, in essence, the workman has not rendered service of 240 days.

I have heard learned counsel for the parties and appraised the paper book.

Through the facts narrated above, it is seen that the workman has rendered service of three years and his appointment was contractual. Keeping in view the contract, the Labour Court found that the Management was not required to comply with the provisions of Section 25-F of the Industrial Disputes Act, 1947. The Labour Court has failed to note that the workman is handicapped and had worked for a period of three years as Ward Attendant and there was no complaint of any kind against him. In essence, he had completed 240 days in a relevant year, therefore while declining reinstatement and continuity of service the Labour Court ought to

have been deliberated/pondered upon the question of granting compensation.

Keeping in view the principles culled out by the Hon'ble Supreme Court in **BSNL Vs. Bhurumal 2014 (2) SLR 128**, I deem it appropriate to grant compensation to the workman in lieu of his services being terminated. The award of the Labour Court is modified and the Management is directed to pay compensation of ₹2,25,000/- to the workman. The aforementioned amount be paid within a period of two months, failing which it shall entail interest at the rate of 9% per annum.

The writ petition stands disposed of.

(AMIT RAWAL)
JUDGE

August 6 , 2015
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