

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

I.

Civil Writ Petition No.19594 of 2015
Date of decision: 16.9.2015

Zonal Manager, Punjab and Sind Bank and others
... Petitioners

Versus

Tajinder Pal Singh and others
... Respondents

II.

Civil Writ Petition No.19597 of 2015

Zonal Manager, Punjab and Sind Bank and others
... Petitioners

Versus

Daljit Singh and others
... Respondents

III.

Civil Writ Petition No.19597 of 2015

Zonal Manager, Punjab and Sind Bank and others
... Petitioners

Versus

Navreet Singh and others
... Respondents

IV.

Civil Writ Petition No.19600 of 2015

Zonal Manager, Punjab and Sind Bank and others

... Petitioners

Versus

Nishan Singh and others

... Respondents

V.

Civil Writ Petition No.19602 of 2015

Zonal Manager, Punjab and Sind Bank and others

... Petitioners

Versus

Shadi Lal and others

... Respondents

VI.

Civil Writ Petition No.19603 of 2015

Zonal Manager, Punjab and Sind Bank and others

... Petitioners

Versus

Kamalpreet Singh and others

... Respondents

VII.

Civil Writ Petition No.19606 of 2015

Zonal Manager, Punjab and Sind Bank and others

... Petitioners

Versus

Kulwant Singh and others

... Respondents

VIII.

Civil Writ Petition No.19607 of 2015

Zonal Manager, Punjab and Sind Bank and others

... Petitioners

Versus

Baldev Singh and others

... Respondents

CORAM: HON'BLE MR. JUSTICE RAJIV NARAIN RAINA

Present: Mr.R.Kartikeya, Advocate,
for the petitioners.

1. To be referred to the Reporters or not?
2. Whether the judgment should be reported in the Digest?

RAJIV NARAIN RAINA, J. (Oral)

This order will dispose of the above captioned eight writ petitions as common questions of law and facts are involved in all the aforesaid writ petitions. The facts are taken from CWP No.19594 of 2015 for convenience.

The rights of the Security Guards involved in these petitions, if any, against the Bank hang on affidavits signed by the Security Guards at the instance of the Bank in which affidavit there is paragraph 3 where it is consented that the Bank can remove the deponent/s [Security Guard/s] after giving them one month notice and in case the Security Guards wish to leave the services of the Bank, they can similarly serve one month notice and part ways. However, in paragraph 4, the Security Guards have solemnly affirmed and stated that the salary of ₹ 5500/- per month will be paid to them through

the District Sainik Welfare Board. Paragraph 3 appears to be damaging to the Bank but at the same time, paragraph 4 comes to its rescue and both, to the mind of this Court, have to be read harmoniously to gather the true intention of the parties. If the affidavits have been furnished by the Security Guards on the demand of the Bank then a construction should be placed in such a manner as not to deprive the present set of Security Guards the fruit of the awards which are small amounts of money. These amounts may strictly not be termed as compensation but can be better understood as solatium for the cessation of service. On account of the District Sainik Welfare Board letting the Security Guards down washing its hands of the Security Guards supplied by the Board to the Bank resorted to payment of salary through the Board. When the District Sainik Welfare Board decided not to continue with the arrangement, the Bank was left with no other alternative but to part ways with the Security Guards. This has led to the dispute being referred to the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh. The Labour Court has denied reinstatement to the Security Guards but has ordered compensation to each of them ranging from a sum of ₹ 21,000/- to about ₹ 30,000/- and odd.

Mr.Kartikeya informs the Court that the District Sainik Welfare Board was a party to the reference but did not contest the case on merits and left the battle to be fought by the Bank with the Security Guards. The respondent Security Guards had been employed to serve but not as employees of the Bank and only for the security of the Bank property. This has seriously prejudiced the case of the Bank before the Labour Court with the Board abandoning the reference. It cannot be forgotten that the original and subsisting relationship between the Bank Guards and the Board was of

the essence and therefore it will remain open to the Bank on the principles of vicariously liability to seek recovery of the awarded amounts, if any, in whole or in part from the District Sainik Welfare Board through which salary was paid. In case such an action is brought in a court of law, the District Sainik Welfare Board would have all pleas available to it in law to defend the action which would be decided on merits without being influenced by this order.

Having heard Mr.R.Kartikeya and on being asked to explain the affidavit [P-2], he is unable to come out of paragraphs 3 and 4 which atleast obligate the bank of its social and moral duty towards those who have protected Bank vaults each for different lengths of time. In view of this, substantial justice would require non-interference with the award even if a slim argument could be entertained on the harmonious construction of paragraphs 3 and 4 leaning in favour of the Bank, even then I would rather accept a construction of the moot affidavit which does not result in substantial injustice. I would, therefore, dismiss these petitions.

(RAJIV NARAIN RAINA)
JUDGE

September 16, 2015

Paritosh Kumar