
**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

**CWP No.6027 of 2015
Date of decision:01.04.2015**

PRTC, Patiala and others

...Petitioners

Versus

Presiding Officer and another

...Respondents

CORAM: Hon'ble Mr. Justice Rakesh Kumar Jain

Present: Mr. Anil Kumar Sharma, Advocate,
for the petitioners.

Rakesh Kumar Jain, J.

The petitioners have challenged the award of the Industrial Tribunal, Patiala (here-in-after referred to as the “Tribunal”) dated 13.01.2014 directing them to reinstate the respondent no.2 with continuity of service without back wages.

In short, the case of the workman/respondent no.2 is that he joined services of the petitioners on 01.10.2001 and was on the post of Conductor at the time of termination of his services on 20.01.2004. It was, *inter alia*, alleged by him that neither any charge sheet was served nor any inquiry was conducted against him. Copy of the checking staff was not given to him nor statement of any passenger was recorded by the checking staff. Moreover, new appointments have been made after termination of his services and his juniors have been retained.

The case of the petitioners is that the work and conduct of

respondent no.2 was neither good nor satisfactory and various office orders were issued to him, warning him for causing embezzlement on 33 occasions.

In this regard, the Tribunal has recorded the following findings:-

“Ex.M1 contains number of inspections and warning letters issued to the workman for the intervening period from 12.06.2001 to 11.12.2003. However, these warning letters are not coupled with any postal receipts to prove that these were really served upon the workman. As per record order mentioned at page 64, 70, 76, 84, 90, 96, 102, 112, 118, 124, 128, 134, 146, 152, 158, 166, 172, 178, 184, 190, 196, 292, 298, 306 and 312 does not bear signatures of workman and these were never delivered to the workman. This only means that 27 warnings allegedly given to the workman were prepared only to justify the termination of the workman and these were never delivered to the workman. Moreover, had the workman indulged in embezzlement or took money without issuing tickets, his contract of services would not have been extended from time to time, because his initial appointment was from 12.06.2001 to 12.06.2003 and, thereafter, he was given employment from 12.06.2001 to 11.12.2003 and, then from 12.12.2003 to 30.06.2004. However, offer of engagement to the workman dated 02.01.2004 vide which he was given employment from 12.12.2003 to 30.06.2004 was only paper transaction, because workman was already in the employment of respondent and there was never a break in service, because MW1 Sukhminder Singh, Clerk of the respondent, when subjected to cross examination,

admitted as correct that order dated 03.09.2004 which is at page 200 (of Ex.M1) was passed, when the workman was in employment of respondent.”

Similar argument has been raised by learned counsel for the petitioners that though the back wages has not been ordered by the Tribunal but the respondent no.2 cannot be forced upon them, in whom the petitioners have lost confidence because of his repeated acts of embezzlement.

I have heard learned counsel for the petitioners and after examining the record, am of the considered opinion that there is no force in the argument raised by learned counsel for the petitioners because of the finding of the Tribunal referred to above according to which not a single warning letter was served by the petitioners upon respondent no.2 who had been granted extension from time to time.

In view thereof, there is hardly any error in the order of the Tribunal which requires interference by this Court.

Thus, the writ petition is dismissed being denuded of any merit.

April 01, 2015
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(Rakesh Kumar Jain)
Judge