

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

LPA No.1423 of 2015(O&M)

Date of decision:14.12.2015

Jagat Singh

....Appellant

VERSUS

**The Presiding Office, Industrial Tribunal-cum-Labour Court, Rohtak
and others**

.....Respondents

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA

HON'BLE MRS. JUSTICE RAJ RAHUL GARG

Present: Mr. J.S. Kundu, Advocate for the appellant.

HEMANT GUPTA, J.(Oral)

The present Letters Patent Appeal under Clause X of the Letters Patent is directed against an order passed by learned Single Bench of this Court on 06.07.2015 whereby the writ petition directed against the Award of the Labour Court remained unsuccessful.

The appellant was appointed on contract basis vide letter of appointment dated 21.09.2004. One of the conditions of the appointment was that the services are terminable with 24 hours notice of either side. Earlier, the appellant filed a writ petition before this Court. The said writ petition was decided on 21.10.2005. The substantive order passed by this Court reads as under:-

“The petitioners are Class-III and IV employees working with Pt. B.D. Sharma Post Graduate Institute of Medical Sciences, Rohtak-respondent No.1. They have been working for a year or so on posts, which have been duly sanctioned by the respondents. It is also the plea

of the petitioners that recruitment for the posts, which they are presently holding, is likely to be made within a very short time and as such, they should be allowed to continue on their posts till such time the new incumbents join them. Reliance in this connection has been placed on a judgment of this Court in **Sangeeta vs. Union Territory, Chandigarh** 2005 (5) SCT, 274, wherein, a Division Bench of this Court had directed that the petitioners, who were also contract employees, shall be allowed to continue, till such time persons selected on a regular basis join their duties and in a case a decision is taken not to fill up the vacancy on regular basis, it would be open for the respondents to discontinue with the contractual employees any further.

We, accordingly, make the above direction in the present case as well. The learned counsel for the petitioners, however, argue further that the petitioners should also be allowed the minimum of the pay scales of regular employees, for the posts that they were holding.

For this purpose, we permit the petitioners to file a representation to the respondents, which shall be disposed of within a period of four months from the date of its filing.

The writ petition is disposed of in the above terms.”

It is thereafter, on appointment of the regular Data Entry Operators, the services of the appellant were terminated after giving 24 hours notice. It is the said termination which was made subject matter of an Industrial Dispute before the Labour Court. The Labour Court found that there are 28 sanctioned posts of Data Entry Operator and all have been filled, therefore, the appellant who was appointed on contract basis is not entitled to any relief. The said finding has been affirmed by learned Single Bench as well.

Learned counsel for the appellant refers to a Division Bench judgment of this Court in Bhikku Ram v. The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak, (1996) III LLJ 1126, to contend that the services of the appellant have been terminated without payment of

retrenchment compensation and therefore, the appellant is entitled to the reinstatement with continuity of service and back-wages.

We do not find any merit in the argument raised. In Bhikku Ram's case (supra), the appellant was appointed on 89 days basis which appointment continued from time to time but in the case of the present appellant, it was contractual appointment which was specifically made terminable on 24 hours notice. In the earlier writ petition, there was an order that the appellant and such other contractual employees will continue till such time the regular posts are filled up. Once, the appointments have been made on regular basis, the necessary consequences are that the contractual employees have to make way for the regular employees. The action of the termination of the services has been taken in accordance with the contract of employment. Therefore, it is not a retrenchment within the meaning of Section 2(oo)(bb) of the Industrial Disputes Act, 1947.

We do not find any error in the findings recorded by learned Single Bench which may warrant interference in the present intra-Court appeal.

Dismissed.

(HEMANT GUPTA)
JUDGE

DECEMBER 14, 2015
'D. Gulati'

(RAJ RAHUL GARG)
JUDGE