

CWP No. 18700 of 2012

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP No. 18700 of 2012
Date of Decision : 29.04.2016

1)

Punjab State Electricity Board, Patiala

...Petitioner

Versus

Jagrup Singh and another

...Respondents

2)

CWP No. 21731 of 2012

Jagroop Singh

...Petitioner

Versus

The Presiding Officer, Industrial Tribunal, Patiala and others

...Respondents

CORAM: HON'BLE MR. JUSTICE P.B. BAJANTHRI

- 1) *Whether Reporters of the 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?*

Present: Mr. Parminder Singh-I, Advocate for the petitioner in CWP No. 18700 of 2012 and for respondents No. 2 to 4 in CWP No. 21731 of 2012.

Mr. Raj Kaushik, Advocate for the petitioner in CWP No. 21731 of 2012 and for respondent No. 1 in CWP No. 18700 of 2012.

P.B. Bajanthri, J.(Oral)

This order shall dispose of CWP No. 18700 of 2012 titled 'Punjab State Electricity Board, Patiala Vs. Jagrup Singh and another' and CWP No. 21731 of 2012 titled 'Jagroop Singh Vs. The Presiding Officer, Industrial Tribunal, Patiala and others' as the issue involved in these petitions is identical. For the sake of convenience, the facts are taken from CWP No. 18700 of 2012.

The petitioner-Punjab State Electricity Board (hereinafter referred to as 'PSEB') assailed the order dated 17.05.2012 passed by respondent No. 2-Industrial Tribunal Patiala (hereinafter referred to as 'the Tribunal') as Annexure P-1. The award passed by the Tribunal was in favour of the respondent No. 1-workman holding that the workman is entitled to receive ₹50,000/- as compensation from the respondent (petitioner herein) and if the awarded amount is not paid to the workman within four months from the date of award then the workman will be entitled to interest @ 6% per annum upon the awarded amount of ₹50,000/- from the date of the award till realization.

The workman feeling aggrieved by the award dated 17.05.2012 passed by the Tribunal to the extent that he has not been directed to be re-instated, is seeking for re-instatement.

In the month of September, 1993 vide Annexure P-2, there was a contract for the purpose of distribution of bills by

imposing various conditions on the petitioner (respondent No. 1 herein) for execution of distribution of bills and it was made clear that petitioner (respondent No. 1 herein) would be paid 0.30 paisa per bill and remaining amount 0.10 paisa shall be deposited in the petitioner's (respondent No. 1 herein) account, which shall be paid on the expiry of agreement. It is averred that an agreement was executed between PSEB and Jagroop Singh Contractor vide Ex. M2. The contract for execution of distribution of bills was extended from time to time, thus, petitioner (respondent No. 1 herein) served PSEB for about a 7 years from September, 1993 to April, 2000.

For deficiency of service in distribution of bills, the PSEB terminated the contract with the petitioner (respondent No. 1 herein). Respondent No. 1 feeling aggrieved by the termination of contract, cleverly raised a industrial dispute projecting himself as a workman on the premise that the communication of termination of contract, wherein the word used by the PSEB that Jagroop Singh's services have been terminated and taking advantage of the said wording, respondent No. 1 pursued industrial dispute. On 17.05.2012 the Tribunal while considering the grievance of Jagroop Singh, awarded compensation of ₹50,000/- as if he was a workman. The Tribunal failed to examine two important documents and appreciated before awarding compensation that Jagroop Singh is a workman. Those documents are appended as Annexure P-2 i.e. proposal for entering into agreement of contract for

execution of distribution of bills along with agreement vide Ex. M2.

In view of the aforesaid facts and circumstances, the Tribunal should have rejected the grievance of Jagroop Singh at threshold on the score that he was not appointed as a workman. Jagroop Singh has not furnished documents to show that he has been paid salary and consolidated pay for discharging the duties of the post of a workman. On the contrary, there is a material to show that he was paid for execution of contract service, namely, for each execution distribution bill, he has been paid from 45 paisa to 75 paisa per bill during the period from 1993 to April, 2000. Thus, award dated 17.05.2012 of the Industrial Tribunal, Patiala (Annexure P-1) is set-aside.

The present petition is allowed in above terms.

April 29, 2016.
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(P.B. BAJANTHRI)
JUDGE