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

CWP No.1904 of 2016

Date of decision: January 29, 2016

Chief Medical Officer and another

.....Petitioners

Versus

Sh. Randhwa and another

.....Respondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Ravi Partap Singh, AAG Haryana.

SABINA, J

Petitioners have filed this petition under Article 226 of the Constitution of India seeking a writ in the nature of certiorari for quashing the impugned award dated 16.01.2015 (Annexure P-3).

Respondent No.1 had raised an Industrial dispute by serving a demand notice challenging his termination. The dispute raised by respondent No.1 was referred by the appropriate Government to Industrial Tribunal-cum-Labour Court, Hisar for adjudication.

The case of the respondent No.1, in brief, was that he was appointed as a Sweeper on D.C. rates with petitioner-Management on 25.08.2009. However, services of respondent No.1 were terminated on 14.02.2012 in an illegal manner.

Petitioners in their written statement averred that

respondent No.1 had never worked with them w.e.f. 25.08.2009 to 13.03.2011 continuously for more than 240 days. It was averred that respondent No.1 had been appointed for 89 days based on D.C. rates.

On the pleadings of the parties, following issues were framed by the Industrial Tribunal-cum-Labour Court:-

- “1. Whether the termination of services of the petitioner is legal or not? If so, what relief he is entitled to?OP Parties
2. Relief?”

Parties led their evidence in support of their respective pleas.

The Industrial Tribunal-cum-Labour Court vide award dated 16.01.2015 directed the petitioner-Management to reinstate respondent No.1 with immediate effect, but without back-wages. Hence, the present petition by the petitioners-Management.

I have heard learned State counsel and have gone through the record available on the file carefully.

In order to prove his case, respondent No.1 appeared in the witness-box as WW1 and deposed as per the contents of his claim. MW1 deposed that respondent No.1 had been engaged as Sweeper through Employment Exchange on D.C. rates for a period of six months vide Exhibit R1 dated 30.07.2009. Agreement was also executed between the parties. He further stated that after giving

break, respondent No.1 was again engaged for 89 days and he continued working till 26.02.2011 on same terms and conditions. He further admitted that work was still in existence. During cross-examination, the said witness admitted that respondent No.1 had worked for more than 240 days in the year proceeding his termination.

Thus, in the present case, although, respondent No.1 had worked for more than 240 days in the year proceeding his termination, but no retrenchment compensation was paid to him. Since in the present case, it has been duly established that the work was still in existence, the plea taken by the petitioners that the services of respondent No.1 had been terminated as the work had come to an end, was rightly rejected by the learned Industrial Tribunal-cum-Labour Court. In the facts and circumstances of the present case, the learned Industrial Tribunal-cum-Labour Court thus, rightly held that respondent No.1 was entitled for reinstatement in service.

No ground for interference by this Court while exercising jurisdiction under Article 226 of the Constitution of India, is made out.

Dismissed.

**(SABINA)
JUDGE**

January 29, 2016
mahavir