

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-4857-2019
Date of decision:25.02.2019

Ramesh Kumar

...Petitioner(s)

V/s.

State of Haryana and another

...Respondent(s)

CORAM: HON'BLE MS. JUSTICE RITU BAHRI.

Present: Mr. Shvetanshu Goel, Advocate for the petitioner.

RITU BAHRI, J. (Oral).

By this petition, the petitioner is seeking direction to the respondent-authorities to reinstate the service of the petitioner from the date when his junior has been reinstated and release all the arrears of salary and other allowances.

A perusal of the judgment passed by this Court in ***CWP-8617-1996 Haryana Land Reclamation and Development Corporation Limited V/s. Ramesh Kumar and another*** (Annexure P-2) shows that at the time of retrenchment, petitioner accepted Rs.1133/- towards one month wages in lieu of one month notice. While setting aside the order of labour Court dated 15.02.1996 (Annexure P-1), the Division Bench of this Court has observed that the claim of the petitioner has been allowed by the Labour Court on the first ground that he had not been granted benefit of HRA and CCA to the tune of Rs.698/- and has further observed that if one month wages are calculated (including CCA and HRA), it comes to Rs.1147/-, however the petitioner has accepted Rs. 1133/- for the notice period and it is not necessary to go into the point whether the CCA or the HRA would be included in the wages even if there was some small technical/mathematical

miscalculation regarding the wages, the same cannot be treated in a manner that retrenchment is in violation of Section 25-F of the Act. The second ground taken before the labour Court was that one person junior to the petitioner namely Satyawar had been retained in services, while retrenching the services of the petitioner and this fact has also been clarified that at the time of giving notice of retrenchment to the petitioner, Satyawar was kept in service since his case was pending in a Court of law. It has further been recorded by the Division Bench that after the pending case of Satyawar was decided, he was also retrenched. Hence, the services of the petitioner had been retrenched and payment of Rs. 1133/- has been accepted by him in lieu of one month notice and retrenchment was done on account of financial loss to the Corporation. This writ petition was allowed on 07.02.1997 (Annexure P-2) and now the petitioner is approaching this Court in the year 2019 claiming parity with a daily wager-Nirmal Kumar who is working as Peon-cum-Chowkidar in the office of Manager HLRDC Hanumangarh and his retrenchment was set aside upto the Supreme Court. Since the petitioner has been paid Rs.1133/- for the notice period and the judgment passed by the Division Bench in **CWP-8617-1996** (Annexure P-2) has attained finality, no case is made out to interfere.

Writ petition is dismissed.

25.02.2019

Divyanshi

(RITU BAHRI)
JUDGE

Whether speaking/reasoned

:

Yes/No

Whether reportable

:

Yes/No