

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

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CWP No.2515 of 2015

Date of Decision: 11.03.2019

Tufani Parshad

...Petitioner

Vs.

Presiding Officer Labour Tribunal and another

...Respondents

CORAM:- HON'BLE MR.JUSTICE RAJIV NARAIN RAINA

Present: Mr.Sandeep K.Sharma, Advocate for the petitioner.

Mr.Gaurav Tangri, Advocate for respondent No.2.

RAJIV NARAIN RAINA, J. (Oral)

1. The petitioner has challenged the award dated 25.07.2014 of the Industrial Tribunal declining the reference as to the legality and validity of the termination from service. The decision rests preponderantly on the report of the handwriting and finger print expert who compared the disputed signatures on the documents Ex.M-6 and M-7 with the standard signatures of the petitioner, some taken in court. The expert appeared as MW-2 and proved his report opining that the disputed signature in the standard specimen of the workman and the ones compared with are of one and the same person, that is, Tufani Parshad-workman. These two exhibits are the payment voucher and receipt in token of acceptance of money in two tranches in a sum of Rs.10,000/- paid in cash, while the other the receipt of Rs.6000/- also in cash which are both Ex.M-6 and M-7 dated 10.09.2002 and 15.11.2002 respectively.

2. On the basis of the report, Labour Court concluded that the oral testimony of the workman appearing as his own witness is contrary to

documentary evidence produced by the management showing that the workman had received the full and final payment of Rs.16,000/- before willful departure from job. If the claim stands settled and the workman admits that he worked up to 31.10.2002 then the question of terminating his services on 13.11.2002 does not arise. The payments are in substantial compliance of Section 25-F of the Industrial Disputes Act, 1947 coupled with acceptance of money by signing off Exs.M-6 and M-7.

3. Learned counsel for the petitioner draws attention to the workman's statement of claim presented before the court wherein he has asserted that his services were terminated on 13.12.2002.

4. To the contrary, counsel for the respondents points out to the cross examination (Annexure P-4) where Tufani Prasad deposed that his services have been terminated and categorically stated further that he worked until 31.10.2002. In view of the oral testimony recorded on oath, that statement would prevail over the pleadings in this regard.

5. To satisfy myself, I have also taken a look at the signatures of the petitioner on the two documents Exs.M-6 and M-7 and compared them with the signatures of Tufani Parshad-workman on the power of attorney dated 15.11.2014 filed in this writ petition as also his signatures on the affidavit filed in support of the writ petition, one above and the other below the verification clause. They all look the same to me. I find no reason to doubt the report of the expert and reliance placed on it by the Tribunal. The opinion in the report has not been rebutted by the petitioner by producing expert evidence to the contrary. The petitioner undoubtedly set up a false case after settling his claims and appropriating the moneys to himself.

6. No legitimate ground is made for interference with the award passed by the Tribunal for good and sufficient reasons denying relief to the petitioner and answering the reference against him and in favour of the management and would for what has been said before, dismiss the petition after hearing the parties at length.

11.03.2019
sd/Vimal

(RAJIV NARAIN RAINA)
JUDGE

<i>Whether speaking/reasoned</i>	:	<i>Yes/No</i>
<i>Whether reportable</i>	:	<i>Yes/No</i>