

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.4313 of 2010

Project Director, DRDA, Nuapada* *Petitioner
Mr.B.K. Dash, Sr.Advocate

-versus-

The Presiding Officer, Labour
Court, Jeypore and another* *Opp. Parties
Mr. B.P. Tripathy, Advocate

CORAM:
THE CHIEF JUSTICE
JUSTICE R.K.PATTANAIK

ORDER
08.02.2022

Order No.

13. 1. The challenge in the present petition by the management is to an Award dated 27th October 2009 passed by the learned Labour Court, Jeypore in Industrial Dispute Case No.63 of 1999.
2. The dispute referred to the Labour Court for a decision was “Whether the termination of Services of Sri Durga Prasad Sahu by the Management, District Rural Development Agency, Nuapada with effect from 1.4.1998 is legal and/or justified? If not, what relief Sri Sahu is entitled?”
3. The case of the workman was that he was engaged on daily wage basis as a Typist under the District Rural Development Agency, Nuapada (DRDA). According to him, he was initially engaged for a period of one month from 1st August 1996 to 31st August, 1996 and this was extended from time to time. He

claimed to have worked continuously as such till 5th April, 1998 and stated that he was being paid Rs.35/- per day as wages. According to him, when he started claiming he should be paid Rs.42/- per day as per the Government Notification for skilled worker, his services were terminated verbally with effect from 5th April, 1998 without observing the mandatory provisions of Section 25 F of the Industrial Disputes Act, 1947 (ID Act). According to him, the termination was premature since the last renewal of his engagement was from 1st March, 1998 till 31st August, 1998.

4. The main plank of the Management's defence was that the aforementioned letter renewing the engagement of the workman from 1st March, 1998 onwards was meant only for one month i.e. up to 31st March, 1998 and that the said letter was manipulated by the workman by making it appear that the engagement was renewed up to 31st August, 1998. In other words, it was emphasized that date "31.3.1998" was manipulated to read as "31.8.1998".

5. Mr. Dash, learned Senior counsel appearing for the Management drew the attention of the Court to the copy of the letter dated 12th March, 1998 which purportedly extended the engagement of the workman from 1st March, 1998 till 31st August 1998. The number '8' in the date '31.8.1998' does appear to be tampered as a result of typing '8' over the figure '3'. Surprisingly, the workman did not dispute that the renewal

was to be on monthly basis and that the date in the aforementioned letter should be 31st March, 1998 and not 31st August, 1998. The argument was that even assuming that the date was wrongly typed as 31.08.1998, it was a mere 'irregularity'.

6. This Court finds it strange that the Labour Court agreed with the Management that there was a manipulation of the date '31.03.1998' to make it read as '31.8.1998' and yet the Labour Court in paragraph-11 observed as under:

"The manipulation of the date (month) in the official record is highly irregular and reprehensible and the management should be vigilant over that matter at the time of scrutiny and signing."

7. Learned counsel for the workman also adopted the same line of argument namely that it was a mere irregularity. He relied the observation in paragraph-13 of the Award where the Labour Court was recorded the so-called 'admission' by the Management that the workman had not been paid retrenchment compensation at the time of his termination. He also relied upon the observation of the Labour Court that the workman had worked continuously for over 240 days in one calendar year and therefore Section 25-F of the ID Act should apply.

8. The above submissions have been considered. As the Court sees it, once it is clear that the date "31.3.1998" mentioned in the letter dated 12th August, 1998 was manipulated by the

workman to read as “31.8.1998”, it was not a mere ‘irregularity’ but a brazen manipulation of the record which should have disentitled the workman to any relief whatsoever. It is trite that fraud unravels everything. Once it was shown to the satisfaction of the Labour Court to that crucial date in the document relied upon by the workman was forged, the Labour Court ought not to have proceeded to grant any relief whatsoever to the workman.

9. The impugned Award is accordingly held to be unsustainable in law and is hereby set aside.

10. The writ petition is allowed, but in the circumstances, with no order as to costs.

11. An urgent certified copy of this order be issued as per rules.

(Dr. S. Muralidhar)
Chief Justice

(R.K. Pattanaik)
Judge