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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED **26.06.2023**

CORAM

THE HONOURABLE MR. JUSTICE V.LAKSHMINARAYANAN

W.P.No. 20075 of 2013

K.Kumar (died)

2. Mrs. K.Amsaveni

3. K.Kalaiarasan

4. K.suguvanasuntharam

5. K.Delhibabu

... Petitioners

..Vs..

1. The Presiding Officer
Labour Court, Vellore,
Vellore District.

2. Superintending Engineer
Tamilnadu Electricity Board
Thiruvannamalai Division, Vangikal
Thiruvannamalai Taluk,
Thiruvannamalai District.

... Respondents

PRAYER: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Certiorarified Mandamus calling for the records from the 1st respondent Labour Court relating to the impugned award dated 27.03.206 in I.D.No. 307 of 2000 and quash the same and direct the second respondent to reinstatement the petitioner in service with full backwages, continuity of service and



other attendant service benefits.

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For Petitioners :: Mr. S.N.Ravichandran
For 2nd Respondent :: Mr. G.Anand
for M/s. T.S. Gopal & Co.,

ORDER

The petitioner was a contract Labourer with the Tamil Nadu Electricity Board. He claims to have been working from 1990. In the petition, he claims to be a contract Labourer. In the affidavit filed before the High Court, he claims to be a casual worker.

2. Mr. S.N.Ravichandran, learned counsel would want me to believe all these categories are one and the same. Unfortunate for him, there is a document enclosed in the typed set of papers at Page No.47 by the Executive Engineer, Chengam, which was marked under Ex.M-12. It states that his status was only all that of a contractor. Further, a perusal of the proof affidavit does not show any averment that the petitioner had completed 240 days.

3. The Labour Court came to a conclusion that a casual labour is a workman. I have my own doubts on such conclusion. This is so because the petitioner pleads that he is a contract labourer. The



learned counsel would further argue that his service were terminated and therefore, he is entitled to the benefits under Section 25F of the Act. The question of allegation of 25F will not apply for the casual labour. Its a contract simplicitor between the Electricity Board and the writ petitioner.

4. The finding on fact by the Labour Court is that the petitioner did not give any evidence that he had completed 240 days and therefore dismissed the Industrial Dispute in the year 2006. For a moment, I am ignoring the fact that the petitioner kept quiet from 2006 to 2013 before approaching this Court. Perhaps, the reason for the delayed approach is by virtue of the proceedings in BP44 having been issued on 06.09.2007 followed by the Judgment of this Court which applied that the contract labourers, who were employed by the TNEB should be examined in terms of Section 18(1) settlement arrived at between the Unions representing workman and the electricity board.

5. The purpose for non extension of the contract was that the writ petitioner had assisted regular employees of the Tamil Nadu Electricity Board for installing and shifting of service connections in holidays on receipt of Rs.5,000/-. It is not as if the petitioner alone



was singled out. It is admitted fact that the persons, who were indulged with same act as the petitioner, who were permanent employees, were proceeded against. Action was initiated against them. The petitioner is not in the same cadre as others. His contract was not extended simplicitor. Therefore, I am not convincing with the arguments of Mr.S.N.Ravichandran, learned counsel appearing for the petitioner. The writ petition requires to be dismissal.

6. Accordingly, the Writ Petition stands dismissed. No costs.

26.06.2023

vsg
Index: Yes/No
Internet: Yes/No
Speaking / Non Speaking Order

To

1. The Presiding Officer
Labour Court, Vellore,
Vellore District.
2. Superintending Engineer
Tamilnadu Electricity Board
Thiruvannamalai Division, Vangikal
Thiruvannamalai Taluk,
Thiruvannamalai District.

V.LAKSHMINARAYANAN, J.,



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