



Neutral Citation Number:2023:DHC:4950-DB

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Judgment reserved on: 31.05.2023

% **Judgment delivered on: 18.07.2023**

+ **LPA 472/2023 & CM APPL. 29699/2023**

YUNUS KHAN Appellant

Through: Mr. N S Dalal, Mr. Alok Kumar, Ms.
Rachana Dalal, Advocates

versus

HARYANA ROADWAYS THROUGH ITS GENERAL MANAGER

..... Respondent

Through:

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

J U D G M E N T

SATISH CHANDRA SHARMA, C.J.

1. Aggrieved by the judgment dated 21.03.2023 passed in W.P.(C.) No.8394/2004, the respondent in the writ petition has filed the present appeal.

W.P.(C.) No.472/2023

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2. Being aggrieved by an award dated 07.05.2003 passed by the Presiding Officer, Labour Court-1, Karkardooma courts directing the reinstatement of the Appellant in service with continuity of service, along with 25% backwages, the respondent preferred W.P. (C) No.8394/2004 in this Court.
3. The appellant was appointed as Seasonal Water Carrier on daily wages with effect from 03.05.1985 to 31.05.1985. The appointment order mentions that the services of the appellant was liable to be terminated at any point of time without any prior notice.
4. The Appellant employee was engaged for a period of three months and as his services were no longer required, he was terminated with effect from 15.09.1986.
5. The Appellant was again appointed vide order dated 08.10.1986 as a Peon on daily wages for a limited period with effect from 24.09.1986 to 23.10.1986, with the same terms and conditions. He was again appointed as a Peon from 24.10.1986 to 23.11.1986, and finally his engagement came to an end on 23.12.1986.
6. The Workman was again appointed as a Water Carrier vide Order dated 14.05.1987 with effect from 01.05.1987 and his engagement came to an end on 15.05.1987.
7. The facts show that the appellant was appointed from time to time only for a period of three months with a clear stipulation in the appointment



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order that his services will be terminated at any point of time without prior notice. The last appointment order was issued on 07.09.1988 appointing the appellant on daily wages with effect from 16.09.1988 to 30.09.1988, and the appointment order specifically mentioned that his services can be terminated at any point of time without prior notice. The Workman in question being aggrieved by his termination with effect from 30.09.1988 raised an industrial dispute keeping in view the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as 'I.D. Act'). The reference was forwarded by the appropriate Government for adjudication on 21.08.1996.

8. The Workman filed a statement of claim on 25.09.1996 before the Labour Court-I and the Respondent Management thereafter filed its written statement. The Management in support of its case examined two witnesses i.e. Sh. Rajinder Singh, Clerk and Sh. Devkinandan, Clerk.

9. The Labour Court after hearing the parties at length arrived at a conclusion that the Appellant Employee was appointed for a specific period without any continuity of old service and has not completed 240 days of service in the last preceding year. However, the Labour Court held that the termination of the Workman was illegal and unjustified and was in violation of Section 25G and 25H of the I. D. Act, and directed reinstatement of the Workman along with 25% of backwages.

10. The Employer Haryana Roadways preferred a writ petition before this Court being W.P.(C.) No.8394/2004, and the Learned Single Judge allowed the Writ Petition.



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11. The Learned Single Judge while allowing the Writ Petition held that non-renewal of contract of employment between the Employer and the Workman on its expiry does not amount to retrenchment as defined under Section 2 (oo) (bb) of the I. D. Act.

12. The Learned Single Judge has also arrived at a conclusion that since the Workman was engaged purely on contract basis for a period of three months and, therefore, it is not a case of retrenchment and the question of directing reinstatement of the workman does not arise.

13. The operative paragraphs of the order passed by the Learned Single Judge i.e. Paragraph Nos. 23 to 36 read as under:

*“23.This Court has heard the arguments advanced by the learned counsels for both the parties and perused the documents on record and Judgments relied upon by the parties.
24.In the present case, learned Labour Court held that the termination of the Respondent/Workman was in violation of Sections 25 G & 25 F of the I.D. Act. It is profitable to reiterate Sections 25 G & 25 F of the ID Act, for better appreciation of the case in hand:*

“Section 25 G of the ID Act

Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

Section 25H of the ID Act



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Re-employment of retrenched workmen.- Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for reemployment, and such retrenched workmen] who offer themselves for reemployment shall have preference over other persons.”

25. Section 25 G of the I.D. Act deals with procedure for retrenchment and Section 25 H of the I.D. Act deals with re-employment of retrenched workmen. Both these Sections form part of Chapter VA of the I.D. Act. The precondition for attracting these provisions are that there has to be retrenchment. This legal position has been reiterated by the Hon'ble Supreme Court in Haryana State Agricultural Marketing Board Vs Subhash Chand & Anr reported as 2006 (2) SCC 794, which reads as follows:

“11. The question as to whether Chapter VA of the Act will apply or not would depend on the issue as to whether an order of retrenchment comes within the purview of Section 2 (oo) (bb) of the Act or not. If the termination of service in view of the exception contained in clauses (bb) of Section 2(oo) of the Act is not a 'retrenchment', the question of applicability of Chapter VA thereof would not arise.

12. Central Bank of India V. S. Stayam & Ors. [1996 (5) SCC 419], whereupon reliance was placed by Mr. Singh, is itself an authority for the proposition that the definition of 'retrenchment' as contained in the said provision is wide. Once it is held that having regard to the nature of termination of services it would not come within the purview of the said definition, the question of applicability of Section 25-G of the Act does not arise.”

26. In view of the law laid down by the Hon'ble Supreme Court, it is imperative for this Court to examine, whether there is retrenchment as envisaged under Section 2 (oo) of the I.D. Act in the present case. Retrenchment is defined under Section 2 (oo) of the I.D. Act, which reads, as follows:



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“Section 2(oo)(bb) of the ID Act

“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the on-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill-health.”

27.The definition of "Retrenchment" was introduced in the I.D. Act by the Act 43 of 1953 with effect from 24.10.1953. Originally, there were only two exceptions to the definition of retrenchment, i.e 2(oo)(a) and 2(oo)(b). By the Amending Act 49 of 1984, two additional exceptions were introduced to the definition of retrenchment by inserting 2(oo) (bb) & 2 (oo) (c) with effect from 18.8.1984.

28.The definition of ‘retrenchment’ is conclusive and it has been defined to mean the termination of the service of a workman by the employer for any reason whatsoever except the four exceptions carved out therein. As per Section 2 (oo) (bb) of the I.D. Act, termination of service of the workman as a result of the nonrenewal of the contract of employment between the employer and the workman concerned on its expiry does not amount to retrenchment. This well settled position of law has been reiterated by various High Courts and Hon’ble Supreme Court in catena of cases.

29.Based on the said settled legal position, this Court now proceeds to examine the facts of the present case. The



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Petitioner/Management placed on record the appointment letter/engagement letter issued to the Respondent/Workman as Ex. MW1/1 to MW1/11. Upon perusal of the appointment/engagement letters filed by the Petitioner/management, it is evident that the Respondent/Workman was appointed during the period from 1985 to 1988 and was called upon for work intermittently with gaps in between the appointments. The Petitioner/Management has taken a firm stance that the Respondent/workman was appointed strictly for a specific period as specified in the engagement letters. He was not terminated through any order, but rather by virtue of the expiration of the term of contract. It has been contended by the Petitioner that the present case squarely falls under the claws of Section 2(oo)(bb) of the I.D. Act.

30.The engagement letters, specifically expresses that the Respondent/Workman is appointed for a specific duration. The fact that the Respondent was appointed on different posts i.e. peon, seasonal water carrier, helper at different time is indicative of the fact that his service was requirement and demand based. Further, the contention raised by the Respondent/workman that the Petitioner/Management deliberately created artificial breaks in between his appointment does not appeal to this Court. On perusing the Lower Court Record, the engagement letters brought on record by the respective parties clearly show that there existed considerable gaps in between the subsequent appointments. Further, the MW2 has categorically deposed that the Respondent was appointed on the leave vacancies and suspension vacancies. In such circumstances, it is safe for this Court to conclude that the learned Labour Court failed to give adequate attention to the engagement letters and erred in evaluating the nature of employment. It is clear as daylight that the employment of the Respondent was purely contractual, and need based in nature.



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31. Since the termination was a result of non-renewal of contract of employment on its expiry, it does not qualify to be termed as 'retrenchment'. The same is covered by the exception given in sub-clause (bb) of Section 2(oo) of the I.D. Act. The learned Labour Court while directing the reinstatement of the Respondent/ workman in the service failed to take a wider view of the circumstances and of the consequences that will follow. In view of the detailed discussions herein above, this Court is of the considered view that the case of the Respondent/workman falls within the exception of Section 2 (oo) (bb) of the ID Act and hence it is not a case of retrenchment. Since there was no retrenchment both Sections 25 G & 25 H are not attracted in the present case.

32. In light of the aforesaid discussion, this Court is of the considerate view that the impugned award dated 07.05.2003 passed by the Presiding Officer, Labour Court I, Karkardooma Courts, Delhi in I.D. No. 419/96 suffers from perversity and glaring error of law. Since there was no retrenchment, the Respondent/Workman is not entitled for the reinstatement in service or back wages.

33. As stated above, this Court vide order dated 06.10.2005 extended the benefit under Section 17-B of the I.D. Act to Respondent/Workman. As held by the Hon'ble Supreme Court in Dilip Mani Dubey Vs M/s SIEL Limited & Anr reported as 2019(4) SCC 534, the proceedings under Section 17-B of the I.D. Act are independent proceedings in nature and not dependent upon the final order passed in the main proceedings. Therefore, in view of the aforesaid settled position of law, it is clarified that the payment already made by the Petitioner/Management to the Respondent/Workman under Section 17-B of the I.D. Act is not recoverable.

34. It is also noted that the Petitioner/Management in compliance of the order dated 08.07.2004, deposited with the Registrar General of this Court a sum of Rs. 50,000/- vide cheque no. 339222 and the said amount is lying in FDR. This Court vide order dated 06.10.2005 clarified that in the event



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the Petitioner succeeds in the present writ Petition, the Petitioner shall not be entitled to the accrual on the fixed deposit and the said amount shall be released to the Delhi High Court Legal Service Authority. In view of the same, it is directed to release the principal amount of Rs. 50,000/- to the Petitioner. The interest accrued thereon shall be released to the Delhi High Court Legal Service Authority.

35. In view of the detailed discussion herein above, the impugned Award is set aside.

36. The present Writ Petition is allowed. No orders as to the cost.”

14. This Court has carefully gone through the judgment delivered by the Learned Single Judge, perused the record and heard the Learned Counsel for the Parties at length.

15. The undisputed facts of the case reveals that the Workman was employed as a Seasonal Water Carrier with effect from 03.05.1985 to 31.05.1984. The appointment order makes it very clear that it was for a limited period. The appointment order issued by the department which was marked as Exhibit-MW-1/ 1 is reproduced as under:

“ORDER

No. 675 /EA

Dated 3.5.85

Sh. Unsish Khan S/o Sh. Nathu Khan is hereby appointed as Seasonal Water Carrier on daily wages w.e.f. 3.5.85 to 31.5.85. He will be paid as per rates fixed by the D.C. Delhi.

His services are liable to be terminated at any time without any prior notice.

Sd/-
General Manager



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Haryana Roadways, Delhi

Endst. No. /EA Dated

A copy is forwarded to:-

- 1. Sh. Unsish Khan, W. Carrier*
- 2. WM Delhi/PMA*
- 3. O. File/P. File”*

16. The Appellant Workman was subsequently engaged for different spells of period, and each and every time he was engaged for a specified period only. He was lastly appointed as a helper (daily wager) vide order dated 07.09.1988 with effect from 16.09.1988 to 30.09.1988.

17. The last appointment order which is on record dated 07.09.1988 is reproduced as under:

“No. 1379 /EA Dated 7.9.88

Sh. Unish Khan S/o Sh. Nathu Khan is hereby appointed as helper on daily with effect from 16.9.88 to 30.9.88. He will be paid as per rates fixed by the D.C. concerned. He is posted with Nazir.

His services are liable to be terminated at any time without any prior notice.

*Sd/-
General Manager
Haryana Roadways, Delhi*

Copy to:-

- 1. Sh. Unis Khan S/o Nathu Khan
C/o Nazir*
- 2. Nazir*
- 2. EC pay/O. file/P. file*
- 3. Supdt./Nazir”*



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18. The aforesaid documents make it very clear that the Workman was engaged as a daily wager for a fixed term from time to time. After his discontinuance, the Workman took shelter of the provisions of the I.D. Act and a reference was forwarded by the appropriate Government for adjudication to the Presiding Officer, Labour Court -1 under Section 10(1)(c) and 12(5) of the I.D. Act, and the same reads as under:

"Whether the services of Sh. Yunus Khan have been terminated illegally and/or unjustifiably by the management and if so, to what relief is he entitled and what directions are necessary in this respect?"

19. Accordingly, the Labour Court has passed an award dated 07.05.2003 and the Paragraph Nos. 12 to 20 of the award read as under:

"12. My finding on the reference are as under:-

The claimant admitted the appointment letters issued by the management and also proved some of them as record EXWW1/1 pertaining from the period of 3.5.85 to 14.9.85, EXWW1/2 from 16.9.88 to 30.9.88, EXWW1/3 from 28.4.86 to 15.9.86, EXWW1/4 number 342/EA (24.5.86), EXWW1/5 from 24.9.86 to 23.10.86, EXWW1/6 from 24.10.86 to 23.11.86, EXWW1/7 from 1.1.87 to 31.1.87, EXWW1/8 from 1.3.87 to 31.3.87, EXWW1/8 from 15.4.87 to 30.4.87, EXWW1/10 from 1.7.87 to 31.7.87, EXWW1/11 from 8.3.88 to 31.3.88, EXWW1/12 from 1.9.88 to 15.9.88, EXWW1/13 from 1.7.88 to 31.7.88.

13. The management proved EXMW1/11 the last appointment letter w.e.f. 16.9.88 to 30.11.88 as was also admitted by the claimant that he was appointed again for the same period but voluntarily added that his services were terminated before



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16.9.88. This statement of the claimant is incorrect and against his own statement as well as affidavit wherein it was stated that claimant continued to serve as helper upto 30.9.88.

On reckoning the period of service of the claimant from 30.9.88 for the period preceding 12 months the working days of the claimant comes to be less than 240 days considering EXWWI/9 when he was appointed from 1.7.87 to 31.7.87 as well as EXWWI/10 when he was appointed from 8.3.88 to 31.3.88 and EXWWI/11 when he was appointed from 16.9.88 to 30.9.88 and when he was discontinued as there was no work with the management as stated by MW-1.

Moreover, EXMWI/11 is an appointment for a specific period without any continuity of old services rendered by the claimant with the management. In the given facts and evidence on record the management is not under an obligation to comply with Section 25(f) of the I.D. Act, 1947 before even termination of service of the claimant after expiry of period of services i.e. 30.9.88. In this connection, the reference made by Id. AR for the claimant to the case of Kapurthala, Central Co-operative Bank Ltd. Kapurthala, petitioner vs. the Presiding Officer, Labour Court, Jullander and Ors., Respondent reported in 1984, Lab. I.C. 974 which is of no avail as the claimant has not at all completed 240 days with notional break of service when his services were terminated. However, there cannot be any doubt that it was case of unfair labour practices on the parts of the management to keep the claimant for such a long period of intermittent service with a break for short duration as per appointment letter placed and proved on record.

15. However, there is a substance in the submission by Ld. AR for the claimant that on admission of the management witness Sh. Devki Nanda that Ashok was appointment on 6.6.88 as TV Mechanic/helper who is still continuing with the management, the termination of the services of the claimant is illegal as principle of last come and first go was not adhered to by the



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management while termination of the services of the claimant. It being so, the termination of the services of the claimant is illegal and unjustified as made in violation of Section 25(g) of the I.D. Act, 1947. In this connection the reference is made to the observance of their Lordship in case of Central Bank of India Vs. S. Satyam & Ors. Reported in JT 1996(7) SC 181 that "Section 25-G prescribes the principle for retrenchment and applies ordinarily the principle of 'last come first go' which is not confined only to workmen who have been in continuous services for not less than one year, covered by Section 25-F.

16. The next limb of argument by ld. AR for the claimant is that there is an admission by the management witness Sh. Devki Nandan that Naresh (Helper) was appointed afterwards of the termination of the services of the claimant who is still in service. The other witness of the management are not able to reply if Naresh Kumar, Satbir, Balkishan, Ashok Kumar and Jai Singh were appointed as helper after termination of the services of the claimant. He did not depose as he did not brought the record of these persons. Perusal of the pleadings also shows that management was not categorical in their pleadings whether these named persons were not recruited after the termination of the services of the claimant. In fact, it was stated that the same is not relevant with the case of the claimant.

17. Considering the admissions of the management witnesses I hold that the management committed violation of Section 25(h) of the I.D. Act, 1947 by appointment of Naresh as helper after the termination of the services of the claimant without calling the claimant for re-appointment first. In this connection, a reference is made to the case of Central Bank of India Vs. S. Satyam & Ors. reported in JT 1996 (7) SC 181 come to the help of the claimant wherein their Lordship observed as under:-

"The next provision is section 25-H which is couched in wide language and is capable of application to all retrenched workmen, not merely those covered by



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Section 25-F. It does not require curtailment of the ordinary meaning of the word 'retrenchment' used therein. The provision for re-employment of retrenched workmen merely gives preference to a retrenched workman in the matter of re-employment over the other persons. It is enacted for the benefit of the retrenched workmen and there is no reason to restrict its ordinary meaning which promotes the object of the enactment without causing any prejudice to a better placed retrenched workman."

Also reference made to the case of Govt. of NCT of Delhi through its Medical Superintendent, G.T.B. Hospital, Shahdara, Delhi Vs. Shri Balbir Singh and others through Hospital Employees Union reported in 1997 LLR 628 wherein their Lordships observed as under:-

"The main point to be considered in this case is whether Section 25-H of the Industrial Dispute Acts, 1947 would be applicable or not to the workmen who are not covered by Section 25-F of this Act. The point in issue is indicated in the order dated 24th May, 1994 wherein the contention noticed is that where the workman has not served for a year, he is not entitled to retrenchment notice and workmen/respondents not having served for one year, they were not entitled to notice of retrenchment on the true import of Section 25. There cannot be any doubt that when workman had not served for a year, he would not be entitled to retrenchment notice under Section 25F of the Act. The question here, however, is different. It is whether a workman not covered by Section 25-F, is entitled to or not to the benefit of reemployment under Section 25- H of the Act. This point now stands concluded by a decision of Supreme Court in the case of Central Bank of India Vs. S. Satyam & Ors. reported in JT 1996(7) SC 181 holding that Section 25-H is couched in wide language and is capable of application to all retrenched workmen not merely those covered by Section 25-F. Thus workmen/respondents herein cannot be denied benefit of



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Section 25-H on the ground that they are not covered by Section 25-F. In view of this decision of the Supreme court, the petition is dismissed.

18. Considering the evidence on record and the authorities as referred to above I hold that right of the claimant of re-appointment was taken away by the management while appointing workers including Naresh as helper after termination of the services of the claimant. The effect of such violation is that claimant shall be deemed to be in service from the date when other workers as named by the claimant including Naresh as helper was appointed by the management in violation of Section 25-H of the I.D. Act, 1947.

19. Further it is proved on record that the services of the claimant were terminated illegally and unjustifiably & in violation of Section 25-G of the I.D. Act, 1947, rendering the same ab-initio, illegal and unjustified. It follows that workman continued to be in service.

20. Accordingly the claimant is held entitled to reinstatement with continuity of services but 25% of the back wages considering that claimant filed his statement of claim belatedly on 25.9.96 and also sought adjournment for final arguments for about five months.

The reference is answered accordingly.”

20. The Labour Court had arrived at a conclusion that the Workman had not completed 240 days of service in one Calendar year, and, therefore, is not entitled for reinstatement keeping in view Section 25F of the I.D. Act. However, Labour Court in the subsequent Paragraphs has held that the Workman is entitled for reinstatement on the ground that the termination of the Workman is in violation of Section 25H and 25G of the I.D. Act as the principle of last come and first go was not adhered to.



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21. The Learned Single Judge after careful consideration of the entire evidence, arrived at a conclusion that the provisions of the 25G and 25H of the I.D. Act are not applicable in the peculiar facts and circumstances of the present case.

22. The Learned Single Judge has placed reliance upon a judgment delivered by the Hon'ble Supreme Court in the case of *Haryana State Agricultural Marketing Board Vs Subhash Chand & Anr* reported as 2006 (2) SCC 794.

23. This Court has carefully gone through the definition of retrenchment as defined under Section 2(oo) of the I.D. Act. In the present case, the termination of services of the Workman was a result of non-renewal of the contract of employment between the employer and the Workman and on its expiry it does not amount to retrenchment keeping in view the definition of retrenchment as defined under Section 2(oo)(bb) of the I.D. Act, and, therefore, in light of the judgment delivered by the Hon'ble Supreme Court in the case of *Haryana State Agricultural Marketing Board* (Supra), the Learned Single Judge was justified in holding that the Workman was not retrenched and, therefore, the question of directing reinstatement, keeping in view the statutory provisions as contained under Section 25G and 25H of the I.D. Act does not arise.

24. Learned Counsel for the Workman has vehemently argued before this Court that the Labour Court was justified in passing an award directing reinstatement of the Workman keeping in view Section 25G and 25H of the



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I.D. Act, which protect the Workman against unfair labour practice. He has placed heavy reliance upon a judgment delivered by the Hon'ble Supreme Court in the case of ***Central Bank of India Vs. S. Satyami and Others***, AIR 1996 SC 2526.

25. The aforesaid case was a case relating to the employment of retrenched Workman, and, it is well settled proposition of law that a retrenched employee is entitled for protection under the statutory provisions as contained under Section 25G and 25H of the I.D. Act. In the present case, the employee in question, keeping in view the definition of retrenchment, the Petitioner is certainly not a employee who has been retrenched, and as his contract had came to an end, the present case is a case of non-renewal of contract/ non-issuance of fresh appointment order, it was not a case of termination, and, therefore, as non-renewal of contract does not amount to retrenchment, keeping in view the definition of the retrenchment, the Learned Single Judge was justified in setting aside the award passed by the Labour Court.

26. In the present case, the employee in question was appointed by the first appointment order for a period of one month only in 1985, and his last contract of service was for a period of three months which came to an end in the year 1988 and the Workman, keeping in view the award passed by the Labour Court dated 07.05.2003 has drawn wages, in light of Section 17B of the I.D. Act, and, therefore, the Learned Single Judge was also justified in



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directing release of the FDR which was deposited with the Registrar General of this Court for a sum of Rs. 50,000/-.

27. The Workman in question who has not served after the year 1988 has enjoyed the benefit of Section 17B of the I.D. Act from the year 2003 to 21.03.2023, even though it was not a case of retrenchment, and, therefore, the Learned Single Judge was justified in holding that the payment already done to the Workman, on account of provision under Section 17B of the I.D. Act is not recoverable. (See: *Dilip Mani Dubey Vs M/s SIEL Limited & Anr reported as* 2019(4) SCC 534)

28. Thus in short, keeping in view the evidence on record, it is established that the Workman in question has worked from the year 1985 to 1988, with intermittent breaks and on each and every occasion the tenure fixed in the appointment order was one, two or three months at the maximum.

29. The services of the Workman came to an end the moment the period mentioned in the appointment order came to an end, and, therefore, by no stretch of imagination as already stated earlier, it could have been held that it is a case of retrenchment, and, therefore, the Workman is not entitled for the benefit of the statutory provisions under Section 25G and 25H of the I.D. Act.

30. This Court is of the firm opinion that the Workman, as he has not served 240 days in a Calendar year, was rightly denied the relief of reinstatement keeping in view Section 25F of the I.D. Act by the Labour



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Court vide award dated 07.05.2023 as well as by the Learned Single Judge, and the award of the Labour Court dated 07.05.2023 has rightly been set aside by the Learned Single Judge as the Presiding Officer of the Labour Court proceeded on a wrong premise by treating the case of the Workman as a case of retrenchment of the employee. The workman shall be entitled to the amount already deposited by the employer along with interest.

31. This Court does not find any reason to interfere with the order passed by the Learned Single Judge and the present LPA, accordingly, stands dismissed.

(SATISH CHANDRA SHARMA)
CHIEF JUSTICE

(SUBRAMONIUM PRASAD)
JUDGE

JULY 18, 2023

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