



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO.4556 OF 2021

The Branch Manager, National Insurance Co.Ltd., through its Regional Manager,
Nagpur .Vs. Ramesh S/o Waman Bhagat

Office Notes, Office Memoranda of
Coram, appearances, Court's Orders
or directions and Registrar's order

Court's or Judge's Order

Shri C.A. Anthony, Advocate for petitioner.
None for the respondent.

CORAM : ANIL L. PANSARE, J.

DATED : 04/12/2024

1. None appeared for respondent on previous date as also today.
2. Heard Shri C.A. Anthony, learned counsel for petitioner.
3. The Central Government has made a reference to the Central Government Industrial Tribunal-Cum-Labour Court, Nagpur, which reads as follows:-

“Whether the action of the Branch Manager, National Insurance Co. Ltd. Bhandara in terminating the service of Shri. Ramesh S/o Waman Bhagat, Ex-office boy/peon with effect from 08.03.2011 is just fair & legal? If not, to what relief the concerned workman is entitled to?”

4. The CGIT after having taken stock of the pleadings and evidence rendered following findings:-

“25. Ongoing the above discussion and judging the present case with the touchstone of above case laws, I come to conclusion that, workman fails to

prove that: he was working with Party No.1 as a peon from last 11 years. He also fails to prove that: he was working with party No.1 in the year of 2001 up to till termination, more than 240 days in each calendar year. As documents P-6 and P-7 and fact admitted by the management, show that, he worked some time with party No.1 office on contingency services, he also worked in that time e.g. to take stationary from Divisional Office. Transportation of furniture for the bank from where bank purchase, delivery or supply of the cover note, to take out Xerox copy of the Party No.1 from Xerox Centre, but he failed to produced his appointment letter and termination letter. It also appears that, his services were terminated without paying any compensation. So in my opinion he is entitled for compensation.”

5. As could be seen, the CGIT found that the respondent-workman failed to prove that he was working with the petitioner-National Insurance Company as a Peon for 11 years. He further failed to prove that during the period of his employment from the year 2001 till termination, he has worked for more than 240 days in each calendar year. He failed to produce appointment order and also termination order. Despite such status, the CGIT, has taken a view that the petitioner ought to have been paid compensation in lieu of retrenchment and accordingly, directed the petitioner to pay Rs.2,00,000/- as compensation in lieu of retrenchment.

6. The counsel for the petitioner submits that respondent's grievance was based on a plea of appointment order given to him by United India Insurance Company and

not by the petitioner i.e. National Insurance Company. He submits that the foundation of the complaint has no nexus with the petitioner-Company and therefore, the CGIT ought not to have granted compensation in lieu of retrenchment.

7. I find substance in the aforesaid submission. The respondent failed to show that he was ever appointed by the petitioner and therefore, the question of termination of his services does not arise. May be that the petitioner utilized his services for some petty work than from him which, in absence of any evidence, cannot be said to be a regular or even contractual employment. The CGIT has thus committed a serious error of law in awarding compensation.

8. The award is thus unsustainable. The petition is accordingly, **allowed**. The impugned award dated 30.09.2019 passed by the learned Presiding Officer, CGIT-Cum-Labour Court, Nagpur in Case No.CGIT/NGP/18 & 25/2013-14, is quashed and set aside.

No order as to costs.

(ANIL L. PANSARE, J.)