

2024:PHHC:112180



CWP-3695-1997

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

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CWP-3695-1997

Date of Decision : 30.08.2024

INDIAN OIL CORPORATION LIMITED, KARNAL

.... PETITIONER

V/S

UNION OF INDIA AND OTHERS

.... RESPONDENTS

CORAM : HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present : Mr.Paul S.Saini, Advocate
for the petitioner.

Mr. Rajesh Hooda, Advocate
for respondents No.2 to 4.

JAGMOHAN BANSAL, J. (Oral)

1. Mr. Rajesh Hooda, Advocate submits that respondents No.2 to 4 are answering respondents and Union of India may be deleted from the array of respondents.

2. In the wake of pleadings, relief sought and statement of Mr. Rajesh Hooda, Advocate, Union of India-respondent No.1 is deleted from the array of respondents.

3. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of order dated 05.06.1996 (Annexure P-3) whereby respondent-Employees



Provident Fund Commissioner has asked the petitioner to deposit provident fund with respect to employees of contractors.

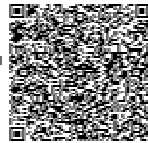
4. The petitioner is a public sector undertaking and it has its offices across the country. It opened its branch at Karnal wherein it engaged contractors for different services. The petitioner is having its own trust with respect to provident fund qua its regular employees. The petitioner is not depositing provident fund in its trust with respect to part time, casual or employees engaged through contractors. The contractors have got themselves separately registered with provident fund authorities and they are making contributions towards provident fund.

5. Mr. Rajesh Hooda, Advocate submits that neither petitioner nor its contractor at Karnal has deposited provident fund with respect to employees supplied by contractors. The petitioner is a principal employer, thus, it has responsibility to deposit provident fund qua employees engaged through contractors.

6. Mr. Paul S. Saini, Advocate submits that in view of orders of this Court, a sum of Rs. 6,96,597/- has been deposited with this Court and said amount may be transferred to respondent. He further submits that liability of provident fund cannot be fastened upon contractor as well as principal employer. If the contractor has discharged its liability, the petitioner cannot be held responsible.

7. I have heard the arguments of counsel for the parties and perused the record.

8. The petitioner concededly is a public sector undertaking and has engaged numerous employees across the country. There is no reason



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to believe that the petitioner, one of largest public sector undertakings of India, would avoid its liability qua provident fund. There seems to be some communication gap between contractor, petitioner and respondent authorities. The amount lying with this Court is ordered to be transferred to the account of respondent No.3 who would re-consider status of petitioner as well as contractor. If the contractor is discharging its liability, there is no question of recovery from petitioner. In case, contractor has already discharged its liability, the aforesaid amount shall be refunded to petitioner.

9. The Registrar General of this Court is hereby requested to transfer aforesaid amount to respondent No.3 on furnishing bank details.

9. Disposed of.

(JAGMOHAN BANSAL)
JUDGE

30.08.2024
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Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No