

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

2024:PHHC:104246



**CWP No. 8751 of 2017
Date of Decision:13.08.2024**

Lakhan Singh

....Petitioner

VS.

Presiding Officer and another

....Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Mrs. Abha Rathore, Advocate
for the petitioner

Mr. R.D.Bawa, Advocate and
Mr. Samuel Gill, Advocate and
Mr. Randhir Bawa, Advocate
for respondent No. 2

JAGMOHAN BANSAL, J. (ORAL)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of award dated 12.9.2016 (Annexure P-4) whereby Labour Court has answered against the workman.
2. The petitioner worked with respondent from 13.10.2008 to 22.03.2013 on contract basis. The respondent from time to time extended period of contract. The initial appointment was for the period from 13.10.2008 to 12.04.2009. He feeling aggrieved from termination approached the authorities. A reference came to be made to Labour Court which vide impugned award dated 12.09.2016 has answered the reference against the workman.



3. Mrs. Abha Rathore, Advocate submits that Labour Court has not adverted with either Section 2(o)(bb) or 25B/25F of the Industrial Disputes Act, 1947 (for short “1947 Act”). The petitioner cannot claim regularisation, however, he is entitled to protection guaranteed by Sections 25B and 25F of 1947 Act.

4. Per contra, Mr. R.D.Bawa, Advocate submits that petitioner was a contractual employee and his services can be terminated at any point of time. He cannot claim regularization.

5. I have heard counsel for the parties and perused the record with their able assistance.

6. The relevant extracts of findings of the Labour Court for ready reference are reproduced below:-

“13. The respondent vide order dated 22/03/2013 revoked previous sanction of the employees engaged on contract basis with effect from the dates mentioned against their names. By the time order dated 22/3/2013 Ex.M12 was passed contractual service of the claimant had already come to an end on 14/02/2013. Moreover, the claimant being a contractual employee has no right to seek reinstatement against a regular public post particularly when the engagement/ appointment of the claimant with the respondent on the post is not shown to have been made through a regular recruitment process. Contractual services of the claimant having come to an end on expiry of the contract period the claimant cannot say that in services have been illegally terminated. Thus, the claimant has not been able to establish his case and he is not entitled to any relief in this reference. This issue is accordingly decided against the claimant.

14. xxx xxxxxx xxxxx
Relief

In view of my finding on issue No. 1 and 2 the claimant has failed to prove his case. Therefore, the



reference is answered against the claimant. Award is passed accordingly. File be consigned to record room after due compliance”

7. From the perusal of findings recorded by Labour Court, it comes out that Labour Court has confined its findings on the question of regularization whereas petitioner is not claiming regularization. He is claiming protection guaranteed by Sections 25B and 25F of 1947 Act. He concededly had worked for more than 240 days during the preceding 12 months though on contract basis. He was first time appointed on 13.10.2008 and period of contract was time to time extended. The Labour Court has not considered the question of extension of contract as well as applicability of Sections 25B and 25F of 1947 Act. These questions need to be answered.
8. This Court, in the wake of above discussion and findings, finds it appropriate to remand the matter back to Labour Court to pass a fresh order. At the first instance, the parties would appear before the Labour Court on 09.09.2024. The parties would be free to raise all available pleas.
9. In view of the above, the petition stands disposed of.

(JAGMOHAN BANSAL)
JUDGE

13.08.2024
paramjit

Whether speaking/reasoned:	Yes	
Whether reportable:	Yes	