

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 17030 OF 2024

Vinayak Bhimrao Jadhav

... Petitioner

Versus

M/S John Derre Equipments Pvt Ltd

... Respondent

Mr. Sagar A. Mane *for the Petitioner.*

CORAM : SANDEEP V. MARNE, J.

DATE : 28 JANUARY 2025.

P.C. :

1) The Petition challenges Award dated 29 July 2024 passed by the learned Presiding Officer, Second Labour Court, Pune answering the reference relating to reinstatement of the Petitioner in the negative.

2) I have heard Mr. Mane, the learned counsel appearing for the Petitioner and have considered the submissions canvassed by him. I have also gone through the findings recorded by the Labour Court while answering the reference in the negative as well as the relevant records of the case placed alongwith the Petition.

3) It appears that Petitioner was initially engaged as "Trainee Operator" on 11 September 2004 and on completion of his training he was discharged on 12 January 2006. It appears that on

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9 February 2006, he was engaged as "On Job Trainee" for a fixed tenure of one year on payment of stipend. Petitioner accepted the said appointment and he continued to work as such till 9 February 2006. Petitioner never questioned the nature of his appointment and accepted the same as 'On Job Trainee'. Now he wants to turn around and contend that what was issued to him on 9 February 2006 was an order of regular appointment. However, Petitioner knew on 9 February 2006 itself that his engagement would come to an end at the end of period of one year. Similar is the case in respect of third appointment from 17 February 2007 to 16 August 2007. In these circumstances apart from difficulty in holding Petitioner as workman, it was otherwise unnecessary for the employer to follow the provisions of Section 25-F of the Industrial Disputes Act, 1947 considering the fact that the very engagement the Petitioner was on fixed tenure. Petitioner already had a notice that his appointment would come to an end on the stipulated date. Therefore, there is no question of issuing fresh notice under section 25 of the Act at the end of tenure of engagement. Therefore, no case is made out for interference in the impugned Award. The Writ Petition is **rejected**.

[SANDEEP V. MARNE, J.]