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WP No. 12752 of 2023



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09-10-2025

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THE HONOURABLE MRS.JUSTICE N. MALA

WP No. 12752 of 2023

1. J.Andrews

(Name changed as J. Anandaraj) S/o
Jesudas No 1/5, Rettaimalai Srinivasan
street Thirupattur Taluk Thirupattur
District 635 601

Petitioner(s)

Vs

1. The Management
Reliance HR Serves Lintied Navi,
Mumbai

2.The Management
Hosur to Krishnagiri tollgate Plaza
Krishnagiri 635 001

Respondent(s)

PRAYER

Writ petition filed under Article 226 of the Constitution of India praying for issuance of a writ of certiorarified mandamus to call for the records of the impugned order passed in I.D.No 91 of 2019 by the Labour Court, Hosur, dated



24.06.2022 and quash the same and to direct the Respondents to reinstate the petitioner with effect from 09.04.2014, in service with full back wages, continuity service and attendance benefits.

For Petitioner(s): Mr.G.Mutharasu

For Respondent(s): M/s. Inthu Karunakaran For R1
and R2

ORDER

(1)The above writ petition is filed challenging the order of the Labour Court dated 24.06.2022 in ID.No.91/2019, dismissing the petition filed under Section 2-A[2] of the Industrial Disputes Act, 1947, for reinstatement of the petitioner in service with full back wages and continuity of service.

(2)Brief facts of the case are as follows:-

(3)The petitioner joined the service of the respondent/Organization on 28.04.2011, as a Toll Gate Operator. The petitioner was paid a salary of Rs.8,770/- per month. The petitioner states that he worked for more than 480 days continuously under the respondents. However, on 09.04.2014, the respondents prevented the petitioner from reporting for duty by stating that the petitioner was dismissed from service. The petitioner further states that



on 11.04.2014, the 1st respondent issued an order of 'Short Closure of Fixed Tenure Employment' terminating the petitioner's services with effect from 27.04.2014, and also paid 15 days basic wages in lieu of notice period as per the terms of appointment. The petitioner states that on 17.04.2014, the 1st respondent also issued a 'Warning Letter' for unauthorised absence from 09.04.2014. In the said letter, the petitioner was called upon to report for duty, failing which, it was warned that suitable action would be taken. The petitioner states that the said Warning Letter was an indicator of the fact that the termination order dated 11.04.2014, was not given effect to. The petitioner further states that the termination of the petitioner without a show cause notice or a domestic enquiry, was illegal and in violation of Section 25F of the ID Act. The petitioner states that on 12.09.2015, the petitioner filed a petition under Section 2A[2] of the Act, before the Labour Court, Salem, in ID.No.1/2016, which was later transferred to the Labour Court, Hosur, and renumbered as ID.No.91/2019. The Labour Court, vide impugned Award dated 24.06.2022, dismissed the petitioner's petition and therefore, the petitioner has filed the above writ petition for the aforesaid relief.



(4) The 1st respondent, in its counter affidavit, stated that the 2nd respondent, engaged Sub Contractors for running the Toll Plaza and for maintaining the roads as well, for a fixed period as per the grant given to it by NHAI, and that it was one of such Sub Contractor, engaged by the 2nd respondent to take care of the Toll Gate Operations of the Krishnagiri Toll Plaza, for the period specified therein. The 1st respondent further stated that the petitioner was engaged on fixed term, as Toll Gate Operator, vide Appointment Letter dated 28.04.2011, initially for one year from 28.04.2011 to 27.04.2012, which was later renewed for further periods upto 27.04.2014. The 1st respondent stated that the petitioner accepted the fixed tenure appointment countersigning the same. The 1st respondent further stated that subsequent to 27.04.2014, the petitioner's employment was not extended for several reasons, including the one that the contract of the 1st respondent to run the Krishnagiri Toll Plaza itself was for a limited period. The 1st respondent also stated that the services of the petitioner came to an end on 27.04.2014, upon completion of the Fixed Tenure period and on non-renewal of the tenure. The 1st respondent stated that the petitioner was informed of the non-renewal in advance on



11.04.2014, vide Letter of Short Closure of Fixed Tenure Employment. The

1st respondent further stated that since the petitioner's tenure was to end only on 27.04.2014, and as he remained absent unauthorisedly from 09.04.2014, a Warning Letter was issued to him on 17.04.2014. The respondents further stated that the Award of the Labour Court was fair, reasonable and in conformity with the provisions of the Industrial Disputes Act, and hence, the same did not call for any interference by this Court.

(5) The learned counsel for the petitioner submitted that the Labour Court failed to consider that since the petitioner was dismissed for certain misconduct, his dismissal without notice and without any enquiry, was illegal. The learned counsel further submitted that the Labour Court failed to note that the dismissal of the petitioner amounted to retrenchment attracting Section 25F of the ID Act, and hence the finding of the Labour Court that only Section 2[oo][bb] of the Act applied, was unsustainable.

(6) The learned counsels appearing for the respondents, reiterating the submissions made in the counter affidavit, submitted that the petitioner's employment was a Fixed Tenure Employment and therefore, the non-renewal



of the fixed tenure, did not amount to retrenchment. The learned counsels further submitted that the Labour Court, considered all the issues in proper perspective, on the basis of the materials and evidence on record, and therefore, this Court should not interfere with the well considered Award of the Labour Court. The learned counsels therefore prayed for the dismissal of the writ petition.

(7) Heard both sides and perused the materials placed on record.

(8) The Labour Court, framed appropriate points for consideration and on the basis of the evidence on record, particularly, Exs.P1, P2, P4 and P5, found that the appointment of the petitioner was a Fixed Tenure Employment and not regular employment. The Labour Court found that there was nothing incongruous in issuing the Warning Letter dated 09.04.2014, for unauthorised absence from 09.04.2014, since the petitioner's term expired only on 27.04.2014, and for the same reason, it could not be said that by issuing the said letter, a go-by was given to the Short Closure Letter dated 11.04.2014. The Labour Court found that the respondent as employer, had every right to initiate action for misconduct committed by the employee, during the tenure



of employment.

(9) On the legal issue whether Section 25F of the ID Act, was attracted or Section 2[oo][bb] of the Act, the Labour Court, after discussing in detail, the evidence on record, concluded that the case was covered by the provisions of Section 2[oo][bb] of the ID Act. The Labour Court found that since the petitioner was appointed for a fixed period and since the petitioner had accepted the terms and conditions of appointment, the non-renewal of the petitioner's Fixed Tenure Employment, did not amount to retrenchment. The Labour Court also found that as per Ex.P5, the non renewal of the Fixed Tenure Employment was intimated to the petitioner in terms of Clause 7[iii] of the Letter of Appointment and therefore, the petitioner's case did not fall within the purview of Section 25F of the ID Act, but was rather covered by Section 2[oo][bb] of the Act.

(10) The core issue is whether the termination of the petitioner is in violation of Section 25F of the ID Act. The records reveal that the petitioner was appointed on 28.04.2011 under Ex.P1. In the Letter of Appointment, it was clearly stated that the petitioner was selected for the post of Toll Gate



Operator in Hosur, for a fixed tenure on terms and conditions stated therein.

The petitioner was initially appointed for the period from 28.04.2011 to 27.04.2012 and subsequently, his employment was extended under Exs.P2 and P4 till 27.04.2014. Under Clause 7 of the Appointment Letter, it was clearly stated that the petitioner's services were liable to be automatically terminated on completion of the period of employment. In the Letter of Appointment, various clauses were incorporated, but the Clauses relevant to the issue read as follows:-

1.Period of Employment:-

(a) Your appointment will be effective from April 28, 2011, to April 27, 2012. The said appointment shall automatically come to an end on expiry of the aforesaid period, unless the same is extended in writing, by the company.

(b) During the period of your fixed tenure appointment, you may be required to undergo such training as may be fixed necessary.

3.During the course of your Tenure of Appointment:-

(a) You may be deputed to work with any of our clinets



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and/or handling work for any of our clients. However, your said working with out clients and/or handling their work will not create any relationship of employee and employer between you and our client concerned, not any claim of yours for absorption in the regular cadre of our client's employment or in out Organization shall be legally tenable.

(b) Your services may be transferred from one Business/Territory/Region/Zone to another Territory/Region/Zone in India, where Branch/project/office of the Company is already in existence or may be set up at any time in future.

7.Termination of Service:-

[iii] Your services will automatically stand terminated, on the completion of the period of your employment, as stated in Clause 1[a] above.

[iv] Your services will be liable to termination without any notice or salary in lieu thereof.

(a) If you remain absent from your duties, for 7 days continuously without any intimation or prior permission of your superior.



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(b) Without being exhaustive, if you indulge in any indecent behaviour with any of your colleagues within our Organization or any activity, found objectionable to us.

(c) If you are found/reported to have indulged or associated in any activity, which would without being exhaustive, include any anti-social, anti-national or immoral activity and also any activity against the interest of our Organization.

(d) If any information declared by you or documents submitted by you, at the time of your interview/selection is found to be incorrect, forged or fabricated.

[iii] Your services will be liable to be terminated any time before the period mentioned in Clause-1[a] by giving 15 days' prior notice in writing or salary [i.e., Basic + D.A.] in lieu thereof.

[a] If your performance during the period or during your employment with us is not found satisfactory.

[b] If you are medically reported unfit.

[iv] During the period of service, referred to in clause



I[a] above, you may leave service of the Company by giving 15 days notice.

(11) From a reading of the aforesaid Clauses of the Letter of Appointment, it is clear that the petitioner's appointment was for fixed tenure which the petitioner willingly accepted. It is not disputed that the 2nd respondent, was engaged as a sub-contractor for running the Toll Plaza and for maintaining the roads for a fixed period. Since the petitioner's employment was tenure based, the respondents cannot be faulted for not renewing the employment. Merely because Ex.P5 dated 11.04.2014, (Short Closure of Fixed Tenure Employment) was issued, a few days before the expiry of the tenure, it cannot be said that the termination amounted to retrenchment. Ex.P5 was only an intimation to the petitioner that his employment was not renewed or extended. If the non-renewal of employment was due to some misconduct as alleged by the petitioner, the respondent need not have stated that the employment, would end on 27.04.2014. As per the terms of the Agreement, even though the respondent had the right to terminate the employment even before the expiry of the term, the respondent chose to terminate the



employment only from 27.04.2014 i.e., on the date of expiry of the term. The reliance placed on Ex.P6, dated 17.04.2014 (Warning Letter) for contending that the termination was for misconduct is misconceived, firstly, because in Ex.P5 [Short Closure of Fixed Tenure Employment] there is no whisper of any misconduct and secondly, because the petitioner's tenure was to end only on 27.04.2014 and hence the 1st respondent was well within its rights to issue the letter. As rightly pointed out by the Labour Court, the petitioner's contention that he was not allowed to work on and from 09.04.2014, was highly improbable since under Ex.P5 dated 11.04.2014, the petitioner's services stood terminated only from 27.04.2014 and further there was no evidence to prove the said contention. This Court finds that the findings and reasonings of the Labour Court are neither perverse nor contrary to the settled legal principles and hence, they warrant no interference.

(12) It is to be noted that this Court, while exercising its jurisdiction under Article 226 of the Constitution of India, does not sit in appeal over the Award of the Labour Court and that the scope of interference is limited to apparent illegality or perversity in the Award.



(13) Under the circumstances, this Court finds no impelling reasons to interfere with the well considered Award of the Labour Court. In view of the above discussions, this Court finds no merit in the writ petition and hence, the same is **dismissed**. No costs.

09-10-2025

AP

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

To

1. The Management

Reliance HR Services Limited Navi,
Mumbai

2. The Management

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Krishnagiri 635 001



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N.MALA J.

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