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W.P.No.20185 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 09.06.2025

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THE HONOURABLE Ms. JUSTICE P.T. ASHA

W.P.No.20185 of 2025
and WMP.No.22756 of 2025

P.Vincent

... Petitioner

Vs

1.The Management of Orix Auto and
Business Solutions Ltd.,
Formerly Oriva Logistics Pvt Ltd
No.16/6, Palayathan Street
Alanthur, Chennai - 600 016.

2.Group 4 Facility Services Private Ltd.,
Plot No.8, E-Block, III Floor
Gemini Parsn Apartment
No.599, Anna Salai
Chennai - 600 006.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari calling for the records of the Labour Court, Kanchipuram in connection with the award in I.D.No.160/2019 and quash the same and issue such further or other appropriate orders or directions as this Court may deem fit and proper in the facts and circumstances of the case.



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For Petitioner : Mr.S.Karupasamy

ORDER

The petitioner-workman who was unsuccessful before the Labour Court, Kanchipuram, is before this Court seeking to issue a Writ of Certiorari, to quash the order passed by the Labour Court, Kanchipuram in I.A.No.160/2019

2. The case of the petitioner are briefly set out herein below :

- a) The petitioner was appointed as a driver under the first respondent-Management on 04.12.2000. He would submit that no formal appointment order was given to him and he was admitted into service of the respondent-Management orally by one late V.Suresh, who was the then Assistant Manager of the first respondent-Corporation. According to him, his salary for the first two months of service was given by the first respondent and thereafter, he was informed that his salary would be given by the second respondent herein.



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- b) On 26.12.2003 at around 6.30 p.m., the petitioner after completing his work at the first respondent office, had left for home. While on his way to home, it came to his knowledge that he had left a sum of Rs.5,000/- in his locker at the first respondent office, which he had borrowed from his colleague. Feeling apprehensive about leaving the money in the locker, he returned to his office to take the money back. As there was no bus service during late night hours, he decided to stay over at the office. On the next day i.e., 27.12.2003, when he had reported for duty, he was informed orally by the said late V.Suresh, that his services has been terminated.
- c) Challenging his illegal termination, the petitioner had issued a notice dated 13.03.2004, to the first respondent through his counsel. Pursuant to the same, the first respondent sent a reply on 25.03.2004, alleging false statements.
- d) Aggrieved by the same, the petitioner-workman had initiated proceedings before the Conciliation Officer, which ended in a failure. A report dated 24.12.2004 was also submitted by the said Conciliation Officer.



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- e) The petitioner thereafter raised an industrial dispute before the I Additional Labour Court, Chennai, seeking a direction to the first respondent-Management to reinstate him into services with backwages, which was taken on file in I.D. No.447 of 2005. The second respondent herein was also impleaded in the industrial dispute proceedings by way of abundant caution, as their name found place in the reply notice.
- f) The aforesaid I.D. petition was later transferred to Labour Court, Kancheepuram, where it was re-numbered as I.D.No.160/2019.
- g) The learned Presiding Officer of the Labour Court, Kancheepuram without appreciating the facts of the case, has proceeded to dismiss I.D.No.160/2019.

Aggrieved by the same, the petitioner is before this Court in the present writ petition.

3. The learned counsel appearing for the petitioner-workman would submit that there was no principal employer and contractor relationship between the first and the second respondent. The scheme of providing the salary to the employees of the first respondent through the second



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respondent is only to hide the employee and employer relationship between the petitioner and the first respondent. He would further submit that his attendance records and the work sheet recording the entry and exit time into the office of the first respondent was maintained by the Management. The overtime period of the petitioner and the corresponding wages paid to him were also recorded and paid by the first respondent alone. Therefore, the principal contention of the petitioner is that he was under the direct employment of the first respondent.

4. In support of his claim of illegal termination, the petitioner would also contend that he and similarly placed drivers working under the first respondent had made representations to the first respondent through a charter of demands dated 18.06.2003, seeking enhancement of salary and to improve their conditions of service. The Management instead of accepting the legitimate demands of the employees, had rejected their requests and started taking vindictive action against them and ultimately, the first respondent-Management terminated the services of the petitioner. The petitioner had also submitted that the said late V.Suresh, who served as the Assistant Manager in the first respondent-Management was also impleaded



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as a respondent in the I.D. proceedings. But unfortunately, he died during the pendency of the industrial dispute, before he being cross-examined and his evidence was recorded. Hence, he seeks to quash the proceedings of the Labour Court, Kancheepuram in I.D.No.160/2019.

5. Heard the learned counsel appearing for the petitioner.

6. The petitioner's case is that he was appointed by the first respondent and that he is a direct employee under the first respondent-Management. However, the first respondent would deny the said statement. The first respondent would contend that since there was no employee-employer relationship between the petitioner and the first respondent, there was no question of reinstating the petitioner with backwages and continuity of service.

7. This Court perused the records in detail. The petitioner has not let in evidence whatsoever to show that he was on the roles of the first respondent and that his appointment was with the first respondent. On the contrary, the first respondent has produced an agreement that was entered



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into between themselves and the second respondent herein dated 01.10.2000 (Ex.M2) in and by which the second respondent had undertaken to provide drivers for the first respondent. It is even admitted by the petitioner that the salary of the petitioner was disbursed to him only by the second respondent herein. The petitioner before the Labour Court, had marked Ext.W1, which is the salary receipts for the month of December 2000 and January 2001, issued by the first respondent and thereafter, it is only the third respondent who has been paying the salary to the petitioner. Further, the petitioner has not provided any proof to show that he had objected to this arrangement of payment of salary even from the date of joining the first respondent-Management, which according to the petitioner was on 04.12.2000. Therefore, the stand taken by the petitioner that he is under the direct employment of the first respondent-Management, cannot be countenanced. This apart, Ext.W4, the document relating to P.F deduction of the petitioner, would also show that it was the second respondent herein who has deducted the PF amounts of the petitioner.

8. Therefore, in the absence of any proof on the side of the petitioner to prove that there exists a employer-employee relationship between the first



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respondent- Management and the petitioner-workman, no exception can be taken to the award passed by the Presiding Officer, Labour Court, Kancheepuram in I.D.No.160/2019.

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9. To conclude, the writ petition is dismissed accordingly. No costs.

Consequently, connected miscellaneous petition is closed.

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Index : Yes / No

Neutral Citation : Yes / No

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P.T. ASHA, J.

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