



WEB COPY



WA.No.1 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.01.2025

CORAM:

THE HONOURABLE Mr.JUSTICE **R.SUBRAMANIAN**
AND
THE HONOURABLE Mr.JUSTICE **C.KUMARAPPAN**

WA.No.1 of 2025
and
CMP.No.11 of 2025

The Managing Director,
M/s.Karaikal Market Committee,
Thirunallar Road,
Karaikal.

... Appellant

-Vs-

1. U.Ramkumar
2. P.Manikandan
3. R.Subashini
4. S.Maheswari
5. P.Janagi
6. G.Jeevanandham
7. V.Dhatchayani
8. R.Prakash
(R3 to R8 given up)

... Respondents

PRAYER: Writ Appeal filed under Clause 15 of the Letters Patent praying to set aside the order dated 09.02.2024 passed by the Hon'ble High Court in WP.No.19212 of 2018.



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For Appellant : Ms.V.Usha
Additional Government Pleader

J U D G M E N T

*[Judgement of the Court was made by **R.SUBRAMANIAN, J**]*

Challenge is to the order of the Writ court made in WP.No.19212 of 2018. Challenge in the said writ petition was to the award of the Labour Court directing reinstatement of the two workmen, who figured as respondents 1 and 2 herein solely on the ground that they were retrenched without following the procedure prescribed under Section 25F of the Industrial Disputes Act, 1947. As many as 8 workmen raised an Industrial Dispute regarding their non employment, it was their contention that though their work was regular in nature, they were termed as temporary employees. They further claimed that they had worked for 240 days in a Calendar year and therefore, they are entitled to the protection under Section 25F of the Industrial Disputes Act.

2. This claim was resisted by the Management contending that these employees were only co-terminus employees, who were engaged by the



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Chairman and their services would be co-terminus with that of the Chairman and hence, they are not entitled to protection under Section 25F of the Industrial Disputes Act. The Labour Court rejected the plea and held that since at least 2 of the employees, who figure as respondents 1 and 2 had completed 240 days of service in a Calendar year, they would be entitled to the protection offered under Section 25F. Once it is shown that Section 25F was not complied with, then termination or the non employment is illegal. On the said finding, the Labour Court directed reinstatement with 30% back wages, it had rejected the claim of the other 6 employees, who were the petitioners 3 to 8 before it. The Management challenged the said award of the Labour Court before the Writ Court and the Writ Court concluded that once it is shown that an employee had worked for 240 days in a Calendar year whether as a temporary employee or as a co-terminus employee, he would be entitled to protection of Section 25F of The Industrial Disputes Act and once it is shown that Section 25F was not followed and the retrenchment compensation was not offered, the employee would be entitled to reinstatement. On the said finding, the Writ Court dismissed the writ petition. Hence, this Appeal.



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3. We have heard Ms.V.Usha, learned Additional Government Pleader appearing on behalf of the appellant.

4. Though the learned counsel for the appellant would vehemently contend that the employment was co-terminus and these employees would automatically ceased to be the employees of the appellant, once, the Chairman, who appointed them demitted office. Section 25F of The Industrial Disputes Act offers a very limited protection to the Workmen from being retrenched and the Hon'ble Supreme Court in ***K.V.Anil Mithra and Ors. Vs. Sree Sankaracharya University of Sanskrit and Ors.***, reported in **2022 (172) FLR 250** had held that even the temporary employee would be entitled to protection under Section 25F of The Industrial Disputes Act. Admittedly, in the case on hand, the employees have not been offered retrenchment compensation and they had been terminated from service without any enquiry. As per the decision of the Hon'ble Supreme Court [cited supra], even a daily rated worker would be entitled to the protection under Section 25F of The Industrial Disputes Act. We are therefore unable to fault the Writ Court for having dismissed the writ petition.



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5. The Writ Appeal fails and it is accordingly dismissed. No costs.

Consequently, connected CMP is also closed.

[R.S.M., J] [C.K., J]
08.01.2025

Index : No

Internet: Yes

Speaking Order

NCC : No

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