

**CWP-4733-2001(O&M)****-1-****IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH****223****CWP-4733-2001(O&M)
Date of Decision :29.04.2025****Naresh Kumar****...Petitioner****Versus****Presiding Officer, Labour Court, Faridabad
and another****...Respondents****CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI****Present: Mr. Rahul Rathore, Advocate for the petitioner.****Mr. Sachin Gupta (Ladwa), Advocate with
Mr. Himanshu Bansal, Advocate for respondent No.2.***** * *****Harsimran Singh Sethi, J. (Oral)**

1. In the present petition, the challenge is to the award dated 12.10.2000 (Annexure P/8) passed by the Labour Court, Faridabad by which, claim of the petitioner that his service has been terminated by the respondents and that too in violation of provisions of the Industrial Dispute Act, 1947 (hereinafter referred as '1947 Act'), has been rejected. Hence, it is the prayer of the petitioner that the impugned award dated 12.10.2000 (Annexure P/8) may kindly be set aside.

2. Learned counsel for the petitioner argues that the present case was a case of wrongful termination of service whereas, the Labour Court has accepted the claim of respondent-Bank that the petitioner has abandoned the job of his own will, which is incorrect. Learned counsel for the petitioner further submits that as per the settled principle of law settled



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by the Hon'ble Supreme Court of India in the case of *D.K. Yadav vs. J.M.A. Industries Limited, 1993 SCC Vol-III, 259,* a notice should be given to the workman concerned before holding that the workman has abandoned the job, which act on part of respondents is missing in the present case.

3. Upon notice of motion, the respondent-Bank has appeared and has submitted that the decision of the Labour Court is in accordance with the facts and evidence which were brought on record and a finding has been recorded by the Labour Court that keeping in view the fact that the service of the petitioner was never terminated by the respondent-Bank rather the petitioner himself had abandoned the job, therefore, plea of the petitioner that service of the petitioner was wrongfully terminated by the respondent-Bank and the impugned award is incorrect, may kindly be rejected.

4. I have heard learned counsel for the parties and have gone through the record with their able assistance.

5. Learned counsel for the petitioner has argued that the finding which has been recorded by the Labour Court that the petitioner had abandoned the job himself and he was issued notices by the respondent-Bank to resume his assigned duties had to be supported by showing evidence that the service of those notices was duly done, which has not been done in the present case and even if, the notices had been issued to the petitioner but not served, this will not amount to fulfillment of necessary requirement of the issuance of notice to the workman to join the duty and therefore, the impugned award dated 12.10.2000 (Annexure P/8) is bad.

6. Qua the said argument, it may be noticed that once, it has come on record that three notices were sent to the petitioner by the respondent-

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Bank though, by post, to resume his duties; from this act on part of respondent-Bank, the intention of the employer-Bank becomes visible and shows that employer had not terminated the services of the workman and rather was giving opportunity to the workman to resume the duties. Once, the said onus has been discharged by the employer, the finding which has been recorded by the Labour Court that the petitioner abandoned the job of his own will, is not to be treated as perverse either to the facts or evidence of the present case. Merely that the petitioner is contending that he did not receive any of notices, is of no ground so as to hold that the opportunity was not given to the petitioner to join back his duties.

7. Further, once, any workman who has abandoned the job of his own will and his whereabouts are not known and notices have been sent to his last known address, the duties envisaged upon the employer of issuing a notice to the workman to join the duty stands discharged. Nothing has come on record to show that the notices were not served upon the petitioner. It is only the contention of the petitioner that the notices to join back the service were not served upon him but once, the letters which were sent by post, were never received back as undelivered, a presumption has to be drawn that the notices were duly served upon the workman. Keeping in view the settled principle of law that the findings of award can only be disturbed in case, the same are perverse to the facts or evidence brought on record.

8. With regard to the judgment in **D.K. Yadav (supra)**, it may be noticed that the only reliance being placed by the petitioner that the notice should be given to the workman concerned before holding that the workman has abandoned the job. In the present case, the said onus has already been

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discharged by the employer and therefore, the contention of the learned counsel for the petitioner that the services of the petitioner was declared abandoned is contrary to the settled principle of law settled by the Hon'ble Supreme Court of India in **D.K. Yadav (supra)**, cannot be accepted.

9. In the present case, no perversity has been pointed out by the learned counsel for the petitioner either on facts or evidence on record.

10. Keeping in view the facts and circumstances recorded hereinabove, no ground for interference by this Court is made out and the writ petition is accordingly dismissed.

11. Civil miscellaneous application pending if any is also disposed of.

April 29, 2025
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No