



217 **IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP-6954-2001 (O&M)

Date of Decision : 23-07-2025

SARITA MANOCHA

.....Petitioner

VERSUS

THE DEPUTY COMMISSIONER, YAMUNANAGAR AND ORS.

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr.Arjun Pratap Atma Ram, Advocate
 for the petitioner.

 Mr. Saurabh Girdhar, AAG Haryana.

 Mr. Devyansh, Advocate with
 Mr. Jagdish Manchanda, Advocate
 for respondent No.2.

HARSIMRAN SINGH SETHI, J. (Oral)

1. In the present petition, the challenge is to the award dated 18.08.2000, copy of which has been appended as Annexure P-11 by which, the termination of the services of the petitioner-Workman was held to be valid and the claim of the petitioner-Workman that Section 25-F of the Industrial Disputes Act, 1947 has been violated, has been rejected.

2 Learned Senior Counsel appearing on behalf of the petitioner-Workman submits that the petitioner-Workman was appointed for a particular period and though her services came to an end but, once, the said service came to an end and was actually terminated not because the time period extinguished, but because the petitioner-Workman wanted to avail the maternity leave, the termination of services were held to be bad by the Labour Court while passing the award dated 20.08.1990 (Annexure P-2),

and she was granted the benefit of reinstatement in service with continuity along with full backwages.

3. Thereafter, the services of the petitioner-Workman were again terminated on 08.07.1994, which action of the respondents was challenged along with the prayer for regularisation of her services by way of filing CWP No.10763 of 1994, which was disposed of by this Court by giving directions to the respondents to pass an appropriate speaking order and ultimately, her representation was also rejected vide order dated 16.03.1995 (Annexure P-6) only to give her the benefit of retrenchment compensation, which amount was paid. The termination of the services of the petitioner-Workman was again challenged before the Labour Court, which award dated 18.08.2000 (Annexure P-11) came against the interest of the petitioner-Workman, which award is challenged in the present petition.

4. Learned Senior Counsel for the petitioner submits that the termination of the services of the petitioner was bad as there existed a vacancy of a post against which, the petitioner-Workman could have been easily adjusted rather than taking the action of terminating her services.

5. Learned Senior counsel for the petitioner further submits that the claim of the petitioner-Workman for regularisation of her services has not been considered and rather her service has been terminated, which is arbitrary and illegal only on the ground that her services were not engaged through the Employment Exchange, which fact has wrongly been taken into account though, as per the order dated 17.02.1988 (Annexure P-1), the said appointment of petitioner was made after the name of the petitioners was sponsored by the Employment Exchange.

6. Learned counsel appearing on behalf of the respondents submits that the petitioner-Workman was appointed only for a fixed period, which fixed period was subjected to extension, but after that fixed period came to an end, the Municipal Council, Yamunanagar, decided not to extend the service period of the petitioner-Workman hence, the services of the petitioner-Workman came to an end due to non-extension of the contract of employment.

7. Learned counsel for the respondent submits that there was no actual termination of service rather, the petitioner-Workman could not continue in service due to non-extension of her contract of employment which situation will be covered under Section 2 (oo) (bb) of the Industrial Disputes Act, 1947 (hereinafter referred as “1947 Act”).

8. Learned Senior Counsel for the petitioner-Workman further contends that another person who was appointed along with the petitioner-Workman, his service was not terminated, and rather his service was regularised subsequently, which action on part of the respondent shows that the petitioner-Workman was discriminated.

9. I have heard the learned counsel for the parties and have gone through the records of the present case with their able assistance.

10. The factual averment which has gone unrebutted is that the appointment of the petitioner-Workman was for a fixed period and the said appointment came to an end due to non-extension of said period, by keeping in view the terms and conditions of the appointment order.

11. The extension in service was not granted to the petitioner-Workman hence, the petitioner claimed that her service has been termination in violation of the provisions of the 1947 Act.

12. Once, the appointment of the petitioner-Workman was for a fixed tenure and the same came to end due to non-extension of the contract between the employee and the employee, the Section 2 (oo) (bb) of the Industrial Disputes Act, 1947 will be applicable. The same is as under:-

2 [(oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include— (a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

3 [(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or”

13. A bare perusal of the above would show that where the service come to an end due to non-extension of the contract of employment, the same will not amount to retrenchment so as to make the employee entitled for retrenchment compensation hence, in the present case, the findings recorded by the Tribunal is perfectly valid though, an incorrect fact has been recorded by the Labour Court that the services of the petitioner-Workman were not engaged through the Employment Exchange but the said fact will not give any benefit to the petitioner especially when, no violation of the provisions of the 1947 Act has been proved before the Labour Court qua the said incorrect fact noticed.

14. Further, the petitioner-Workman claims discrimination qua Sh. Mohamad who was also appointed on *ad hoc* basis as a Clerk vide order

dated 17.02.1988 (Annexure P-1). Nothing has come on record to show that the said Sh. Mohamad was junior to the petitioner-Workman in any manner.

15. Further, once an extension in service had already been given to Sh. Mohamad therefore, the petitioner-Workman cannot claim status of similarity with the said employee as, the employer decided not to give extension to the petitioner-Workman hence, the claim of discrimination is not made out in the facts and circumstances of the present case so as to grant benefit of regularisation of service to the petitioner-Workman.

16. Learned Senior counsel for the petitioner-Workman submits that keeping in view the fact the petitioner-Workman was reinstated in service by an award dated 20.08.1990 (Annexure P-2), the petitioner is to be treated in continuous service.

17. It may be noticed that even after passing of the said award dated 20.08.1998, the petitioner-Workman was to be reinstated in service on the terms and conditions on which she was earlier working. Once, she was appointed in service for a specific period and upon reinstatement in service she was allowed to discharge her duties for a specific period only; merely continuing in service for a period of 4 years under deeming fiction under the award dated 20.08.1998 will not give the right to claim the benefit of Section 25-F of the 1947 act once the services of the petitioner-Workman came to an end due to non-extension of the contract of employment. Once, the services of the petitioner-Workman came to an end, the question of providing the benefit of regularisation in service does not arise.

16. The impugned award dated 18.08.2000 (Annexure P-11) passed by the Labour Court can only be interfered in case, the same is proved to be perverse either to the facts or to the evidence on record.

17. The petitioner has not been able to prove the same.
18. Keeping in view the above, no ground is made out for any interference by this Court in the facts and circumstances of the present case.
19. Present petition stands dismissed.
20. Pending application, if any, also stands disposed of.

23-07-2025
Sapna Goyal

(HARSIMRAN SINGH SETHI)
JUDGE

NOTE: Whether speaking: YES
Whether reportable: NO