

2025.PHHG:179713



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

**CWP-12167-2022 (O&M)
DECIDED ON:23.12.2025**

RAVI KUMAR AND OTHERS

.....PETITIONERS

VS.

THE CANARA BANK AND OTHERS

.....RESPONDENTS

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. Ashok Sharma Nabhewala, Advocate and
Ms. Gauri Sharma, Advocate for the petitioners

Mr. Vipin Mahajan, Sr. Advocate with
Ms. Gaganbir Kaur Kahlon, Advocate
For respondents No.1 to 4

SANDEEP MOUDGIL, J.

CM-17452-CWP-2025

The instant petition has been preferred under Section 151 CPC for placing on record additional affidavit on behalf of respondents/Bank.

For the reasons mentioned in the application, the same is allowed and the additional affidavit filed on behalf of respondents/Bank is taken on record.

CWP-12167-2022

1. The petitioners aggrieved against the indifferent and arbitrary approach of the respondents have knocked the doors of this Court under Articles 226/227 of the Constitution of India seeking setting aside the termination order orally conveyed to the petitioners and to consider the claim for regularization in service as per settlement dated 28.02.2020 (Annexure P-17) and the circular dated 29.02.2020 (Annexure P-18).

Question for consideration

2. *Whether an indifferent treatment under the title part time sweepers in the absence of such discrimination of part time or full time sweepers in the regulations especially in the light of settlement dated 28.02.2020 under Section 18(1) read with Section 2(p) of Industrial Disputes Act, 1947 sustain in law?*

Factual matrix of the case

3. Petitioner No.1 joined service on 07.05.2012, petitioner No.2 on 18.01.2017, petitioner No.3 on 27.03.2017, and petitioner No.4 on 01.09.2010. It is averred that all the petitioners were engaged on a full-time basis from 9:00 A.M. to 5:00 P.M.; however, they were paid only one-third scale wages amounting to ₹525/- per day. Their appointments were made in accordance with the circular dated 24.02.2006 (Annexure P-1) issued by the erstwhile Syndicate Bank, pursuant to which formal appointment letters were issued and placed on record collectively as Annexure P-3 dated 13.05.2013.

4. Subsequently, the General Manager (Personnel) of the erstwhile Syndicate Bank issued guidelines dated 01.04.2015 (Annexure P-12), acknowledging that certain regional offices were entering into settlements under the ID Act, either with individual temporary employees or through unions, without obtaining prior approval from the competent authority at the Head Office. All branch and office heads were accordingly directed to strictly adhere to Circular No.286/0089/PD;IRD(W) dated 22.02.2005 and BC Circular No.034-2006-BC-HRD.

5. A regularization policy dated 23.01.2017 was thereafter issued, pursuant to which various employees across India were granted regularization benefits. In compliance with this policy, part-time sweepers who had worked for more than 90

days on a temporary basis were conferred permanent status on 22.09.2017. Further, several eligible employees, including the petitioners, were granted bonus for the financial years 2018–19 and 2019–20.

6. On 28.02.2020, the erstwhile Syndicate Bank entered into a settlement with the Syndicate Bank Employees' Union under Section 18 read with Section 2(p) of the Industrial Disputes Act, 1947. The settlement provided for the conversion of permanent part-time sweepers into Housekeeper-cum-Attenders in the sub-staff cadre with full wages and scale. This was followed by a circular implementing the settlement, whereby all permanent part-time sweepers on the rolls of the Bank as on 01.03.2020 were placed in the status of full-time Housekeeper-cum-Attenders.

7. Thereafter, vide notification dated 04.03.2020 (Annexure P-19), the Government of India, in consultation with the Reserve Bank of India, amalgamated the erstwhile Syndicate Bank with Canara Bank. As a result, the services of the petitioners, along with other employees, stood transferred to Canara Bank, the present respondent.

8. Despite the aforesaid developments, the petitioners were orally terminated on 02.04.2022, 23.08.2022, 24.05.2022, and 23.08.2023 respectively, compelling them to file the present writ petition. Notice of motion was issued on 31.05.2022. Subsequently, an application seeking amendment of the writ petition was allowed on 29.09.2023, and the written statement was filed by the respondents on 30.07.2024.

9. The core contention of the petitioners is that neither the circulars dated 24.02.2006 (Annexure P-1) and 07.04.2014 (Annexure P-2), nor the settlement dated 28.02.2020, draw any distinction between permanent part-time sweepers and part-

time sweepers. Alleging discrimination on this ground, the present writ petition has been heard by this Court.

Contentions

On behalf of the petitioners

10. It is contended on behalf of the petitioners that the appointments were given on the basis of a circular dated 24.02.2006 (Annexure P-1) issued by the Erstwhile Syndicate Bank for the job of Safai Karamcharis and no qualification or age was prescribed or intimated at that time.

11. Learned counsel for the petitioners would state that the petitioners continued to work since the date of initial joining till the date of dispensation of their services on different dates in the year 2022. He would urge that actually the petitioners had been working for full time i.e., 9.00 AM to 5.00 PM on all working days but were given only 1/3rd wages of Rs.525/- per day, who possesses the qualification of 7th to 9th class. Reference has also been made to the appointment letter dated 13.05.2013 (Annexure P-3), which depict the recommendation by the Branch Manager to the personnel department stating that they were appointed against regular vacancies but using the terminology “part time sweeper”. It is also argued on behalf of the petitioners that all of them had been discharging their work diligently and efficiently without any break in service and according to the policy issued on 23.01.2017, the petitioners alongwith other employees were given the benefit of absorption as part time sweepers and Attenders in sub-staff cadre while referring to such communication/letter dated 06.05.2017, 02.08.2017 (Annexures P-5 & P-6 respectively).

12. Learned counsel for the petitioners has further drawn attention of this Court to a Circular No. HO/HRD/HRMD/Staff/2051 dated 22.09.2017 and HO/HRD/HRMD/Staff/1316 dated 03.10.2017 vide which status of permanency was

bestowed on various employees but not the petitioners. However, the erstwhile Syndicate Bank had issued a circular dated 01.04.2015 in its review meeting wherein it was advised to its branches to scrupulously follow the guidelines dated 24.02.2006 in the matter of engaging/terminating the services of temporary Attenders/Sweeper to avoid litigation, which is also on the case before this Court at Annexure P-12.

13. Learned counsel would further refer to other two circulars dated 16.10.2015 (Annexure P-13) which stipulated the procedure to be followed while constituting panel of Temporary Attenders and Part Time Sweepers depicting the services of the petitioners at Annexure-III thereof. One more circular dated 24.10.2019 (Annexure P-14) related to the disbursement of bonus for the accounting year 2018-19 at the rate of 8.3% according to the mandate of the payment of Bonus Act, 1965, which was also given to the petitioners as well.

14. The counsel for the petitioners lays much stress on a policy dated 21.01.2020 (Annexure P-16) for absorption of Part time Sweepers in the Sub Staff Cadre in pursuance of which a memorandum of settlement dated 28.02.2020 (Annexure P-17) is stated to have been reached between the management and the Syndicate Bank as well as its employees Union qua the conversion of permanent Part Time Sweeper as Housekeeper-cum-Attenders in full wages scale in sub staff cadre.

15. At this stage, Mr. Ashok Sharma, counsel for the petitioner highlights the factum of amalgamation of Syndicate Bank with Canara Bank vide notification dated 04.03.2020 (Annexure P-19) which came into effect on 01.04.2020 alongwith other its employees of the respondents/Canara Bank. It is argued that in terms of the settlement arrived at between the employees and the Bank Union, the petitioners have impliedly attained the status of permanent House-keeper-cum-Attenders in

view of the settlement dated 28.02.2020 (Annexure P-17), which was also entered into for conversion of all Part Time Sweepers on the rolls of the Bank on 21.03.2020 to full time House-keeper-cum-Attenders on full scale wages in Sub Staff Cadre. Relief is also sought by the petitioners, who assert that the Bonus for the year 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 was paid to the petitioners which becomes due only in case they have worked not less than 30 days in the Bank as is evident from documents at Annexures P-14 & P-15 to the writ petition.

16. Lastly it is argued that the case of the petitioners is squarely covered by the judgment of Hon'ble High Court for the State of Rajasthan at Jodhpur passed in CWP-10156-2021 dated 26.08.2021 (Annexure P-20), wherein the benefit of regularization has been sought and interim protection to the services of the petitioners has been ordered.

On behalf of respondents/Bank

17. On the other hand, learned Senior counsel for the respondents/Bank would argued that since the petitioners were engaged by respective branches temporarily on daily wage basis subject to the requirement of work and no further need is there to engage the petitioners on daily wages, their services have been discontinued.

18. Mr. Mahajan, learned Senior Advocate would also argue that regularization of services is not a mode of appointment/recruitment inasmuch as the respondent/Bank having its own recruitment role and procedure, which cannot be denied over-looked. The petitioners are never recruited to any regular substantive post through a proper recruitment process and neither any appointment letters were issued by the respondent/Bank for their engagement. Hence, the claim of regularization is not admissible on the job, which was obtained by the petitioners as a back door entry negating the principle of equal opportunity and fairness in public

employment while relying upon the judgment of the Constitutional Bench of the Apex Court in Secretary, State of Karnataka vs. Uma Devi.

19. He would negate the argument on circular dated 24.02.2006 urging that the same was issued by the erstwhile Syndicate Bank pertaining to the appointment of temporary employees in Sub Staff cadre in its various branches and there is no provision for absorption in service in the said circular and therefore, the petitioners cannot have the benefit of the aforesaid circulars.

20. Mr. Mahajan, learned Senior Advocate with much vehemence urges that since the petitioners were not in the panel of temporary Part Time Sweepers, their claim for absorption/regularization is untenable and the policy of Erstwhile Syndicate Bank if any so framed is not applicable to the present respondent/Bank.

21. It is also stated on behalf of the respondents/bank that the petitioners are misreading the circulars dated 23.01.2017, which is only a modification to the settlement dated 25.01.2014 relating to the policy for absorption of Part Time Sweepers as Attenders in Sub Staff Cadre.

22. Mr. Mahajan, learned Senior Advocate would make an attempt to say that the settlement dated 25.01.2014 was entered into between the management of Erstwhile Syndicate Bank and the Syndicate Bank's employees Union strictly relating to the modalities to fill up vacancies in Sub Staff Cadre by absorbing Part Time Sweepers as Attenders in the Sub Staff Cadre, which was finalized and of which the petitioners cannot derive any benefit.

23. No other arguments raised by counsel for the respective parties.

24. Heard.

Analysis

25. The present writ petition calls upon this Court to examine whether the action of the respondent Bank in discontinuing the services of the petitioners, despite long and uninterrupted service and notwithstanding the settlement dated 28.02.2020, can be sustained in law. The issue also requires consideration of whether the continued classification of the petitioners as “part-time sweepers” is legally permissible in the absence of any statutory or policy-based distinction, particularly after the settlement date 28.02.2020 (Annexure P-17) arrived at under the ID Act.

Continuity of Service and Nature of Engagement

26. It is an undisputed fact that the petitioners have rendered continuous service for several years ranging from 7 to more than 15 years without any break. The material on record demonstrates that the petitioners were engaged on a daily basis but were made to work full-time hours, i.e., from 9:00 A.M. to 5:00 P.M., akin to regular sub-staff employees. The respondents have not disputed either the duration of service or the nature of duties performed by the petitioners.

27. The law is well settled that when employees continue in service for long periods and discharge duties of a regular nature, the employer cannot be permitted to take advantage of the label of “temporary” or “part-time” to deny legitimate service benefits. Employees who have continued for long years and satisfy the eligibility conditions cannot be denied consideration for regularization merely because of the initial irregularity of appointment, provided their engagement was not illegal.

28. In the present case, the long continuity of service, coupled with the full-time nature of duties, clearly militates against the respondents’ contention that the petitioners were mere daily wagers engaged intermittently.

Effect and Binding Nature of Settlement dated 28.02.2020

29. The settlement dated 28.02.2020(Annexure P-17) was entered into under Section 18(1) read with Section 2(p) of the Industrial Disputes Act, 1947, between the management of the erstwhile Syndicate Bank and the recognized employees' union. The settlement specifically provided for conversion of permanent part-time sweepers into full-time Housekeeper-cum-Attenders in the sub-staff cadre with full-scale wages.

30. Settlements arrived at under Section 18(1) of the ID Act are binding on the parties to the settlement and have statutory recognition. Significantly, neither the settlement nor the implementing circular draws any distinction between “part-time sweepers” and “permanent part-time sweepers” based on hours of work. Once the petitioners were admittedly on the rolls of the Bank and had rendered continuous service, their exclusion from the benefit of the settlement is arbitrary and discriminatory.

31. After the amalgamation of Syndicate Bank with Canara Bank, the respondent Bank stepped into the shoes of the erstwhile employer. In law, all existing service conditions, settlements, and obligations stood transferred. The respondents cannot selectively adopt liabilities while discarding beneficial settlements, as such an approach would defeat both the object of amalgamation and the protective framework of labour law.

32. The record reveals that the petitioners were paid bonus for multiple accounting years, including 2017–18, 2018–19, 2019–20, 2020–21, and 2021–22. Under the Payment of Bonus Act, 1965, bonus is payable only when an employee has worked for not less than 30 days in a year.

33. Having granted statutory bonus over several years and extracting services of the exact same nature as regular employees, the respondents are estopped from contending that the petitioners were merely temporary workers without any legally enforceable rights when the distinction between part time and full time employees was arbitrarily curated.

34. The reliance placed by the petitioners on the judgment of the Supreme Court in “**Jaggo v. Union of India 2024 INSC 1034**” is well founded wherein it was observed that where employees have rendered continuous service for long durations and the employer has derived sustained benefit from their labour, termination or denial of service benefits on the basis of technical or artificial classifications is arbitrary. While reiterating that the substance of the engagement and the nature of duties actually performed must prevail over the nomenclature assigned to the post. It was held that the State, being a model employer, cannot exploit workers by continuing them for years together while denying them the status and benefits attached to the work performed by them. Relevant paragraph is as under:

“10. Having given careful consideration to the submissions advanced and the material on record, we find that the appellants' long and uninterrupted service, for periods extending well beyond ten years, cannot be brushed aside merely by labelling their initial appointments as part-time or contractual. The essence of their employment must be considered in the light of their sustained contribution, the integral nature of their work, and the fact that no evidence suggests their entry was through any illegal or surreptitious route.”

35. The principle emerging is that artificial distinctions, unsupported by statutory rules or service regulations, cannot be used to perpetuate inequality in service conditions. The ratio of **Jaggo (supra)** squarely applies to the facts of the present case, where the petitioners were admittedly made to work full-time hours over several years but were denied corresponding status and service protection merely on the basis of the label of “part-time sweepers.”

36. Consequently, the impugned action of the respondents in discontinuing the services of the petitioners, despite long and continuous engagement and without any rational basis for differential treatment, cannot be sustained in law.

Plea of Back-Door Entry

37. The respondents' reliance on "***Secretary, State of Karnataka v. Uma Devi (2006) 4 SCC 1***" is misplaced. The said judgment itself carves out an exception for cases where employees have worked for long years and the employer has acquiesced in such engagement. Subsequent judgments, including "***Sheo Narain Nagar v. State of U.P. (2018) 13 SCC 432***" and ***Jagoo (Supra)*** have reiterated that *Uma Devi (supra)* cannot be used as a tool to legitimize exploitation of labour or to deny consideration for regularization where the engagement is long-standing and not tainted by fraud or illegality. Relevant paragraph is as under:

"19. It is evident from the foregoing that the appellants' roles were not only essential but also indistinguishable from those of regular employees. Their sustained contributions over extended periods, coupled with absence of any adverse record, warrant equitable treatment and regularization of their services. Denial of this benefit, followed by their arbitrary termination, amounts to manifest injustice and must be rectified.

20. It is well established that the decision in Uma Devi (supra) does not intend to penalize employees who have rendered long years of service fulfilling ongoing and necessary functions of the State or its instrumentalities. The said judgment sought to prevent backdoor entries and illegal appointments that circumvent constitutional requirements."

38. In the present case, the petitioners were engaged through a policy circular, appointment letters were duly issued, wages and bonus were paid, and their service was continued for years. Therefore their engagement cannot be termed as a "back-door entry" in the constitutional sense.

Conclusion

39. In view of the uninterrupted continuity of service, the binding settlement dated 29.02.2020 (Annexure P-17), this Court is of the considered opinion that the oral termination of the petitioners is arbitrary, discriminatory, and cannot sustain in law. The classification sought to be maintained by the respondents has no legal basis and the petitioners are hereby held entitled to regularization at par with full time Sweepers in view of the settlement dated 28.02.2020 (Annexure P-17) and the circular dated 29.02.2020 (Annexure P-18). The respondents are directed to complete the exercise within a period of 4 weeks from the date of receipt of a certified copy of this order.

40. Accordingly, the present writ petition is allowed.

23.12.2025
Meenu

(SANDEEP MOUDGIL)
JUDGE

1. *Whether speaking/reasoned?* : *Yes/No*
2. *Whether reportable?* : *Yes/No*