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

CWP-10608-2023

Date of Decision : **26.11.2025**

**HARYANA STATE ELECTRONICS DEVELOPMENT
CORPORATION LTD AND ANR**

.....Petitioners

VERSUS

ANIL KUMAR AND ANR

.....Respondents

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

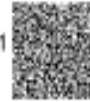
Present : Mr. Piyush Bansal, Advocate,
for the petitioner.

Mr. Neeraj Jain, Advocate,
for respondent no.1.

KULDEEP TIWARI, J. (Oral)

1. Through the instant petition filed under Article 226/227 of the Constitution of India, a challenge is thrown to the Award dated 22.02.2023 (Annexure P-4), where through, a reference was answered in favour of workman, granting the relief of reinstatement with continuity of service alongwith 50% of back wages as per the last drawn salary from the date of his termination, till his reinstatement, with a further direction to release the amount within a period of three months from the publication of the Award, failing which he will be entitled for interest at the rate of 9% per annum on the amount so calculated.

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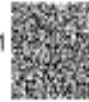
2. At the time of issuance of notice of motion vide order dated 17.05.2023, a co-ordinate bench of this Court had stayed the operation of the impugned Award. Consequently, the petitioner continues to remain out of service despite the Award having been passed in his favour.

3. Learned counsel for petitioner submits that initially respondent no.1-workman, was appointed as a part time Sweeper in the year 2006 on the basis of an application directly submitted to petitioner no.2-IDDC/ERDC, Ambala Cantt. Thereafter, the petitioner was engaged by petitioner no.2 through another service provider i.e. M/s Reliable Guards and Allied Services Pvt. Ltd. till 01.10.2013, and subsequently, he was engaged through M/s OSFC Security Pvt.Ltd., Panchkula uptill 07.03.2019, and thereafter, respondent no.1 was engaged through another service provider i.e. the M/s Maxiield Security, Panchkula, which terminated his services vide a letter dated 14.09.2019 (Annexure P-1), however, the said firm was never made a party to the *lis*. He further submits that respondent no.1-workman remained quiet for about 7 years, after change of the employer (service provider) at various points of time, therefore, he cannot be permitted to raise the issue subsequently, and agitate the change of employer once his services stood terminated by the service provider i.e. M/s Maxiield Security, Panchkula,

4. No other argument is raised before this court.

5. The fact which emerges from a perusal of the impugned Award *qua* which there is no wrangle amongst the parties concerned that

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respondent no.1-workman, was appointed on the post of Sweeper by petitioner no.2-IDDC/ERDC, Ambala Cantt., directly on 24.07.2006, after obtaining approval from the head office, and he was continuously performing his duties from the year 2006 till 18.06.2012. During that period, petitioner no.2 maintained his attendance and paid his salary regularly as per the DC rates. Thereafter, he was again deployed through a service provider/outsourcing agency i.e. M/s Reliable Guards and Allied Services Pvt. Ltd., and subsequently, through another service provider i.e. OSFC Security Pvt. Ltd. till 07.03.2019, and respondent no.1-workman was continued to be paid by the said service provider/outsourcing agency only. Finally, respondent no.1-workman, was engaged with petitioner no.2-IDDC, on dated 08.03.2019, through the service provider i.e. The Maxield Security, Panchkula, which terminated his services vide letter dated 14.09.2019 (Annexure P-1).

6. A perusal of the impugned Award reveals that the learned Tribunal concerned, having found that the change of employer was in violation of the provisions of Section 9-A of the Industrial Disputes Act, 1947, directed the reinstatement of respondent no.1-workman, along with 50% of back wages.

7. It is nowhere disputed by learned counsel for the petitioners that respondent no.1-workman, was never put to any notice, nor any option was sought from him, prior to changing his service conditions or his engagement through some other service provider/outsourcing agency.

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8. Further, the learned counsel for the petitioners has also failed to point out, as to how, after the workman had continuously served for about seven years, the terms of his service could be changed without issuing any notice to him, or seeking his option.

9. In view of the above discussion, this Court is of the considered opinion that the well reasoned Award, which has been passed after considering the provisions of Section 9-A of the ID Act, does not require any interference by this Court.

10. Consequently, the instant petition is hereby, **dismissed**.

November 26, 2025
dharamvir

(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned.	:	Yes/No
Whether Reportable.	:	Yes/No