



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

LPA-1609-2025 (O&M)

Date of Decision: 21.08.2025

RAM KUMAR AND OTHERS

... APPELLANTS

VS.

STATE OF HARYANA AND OTHERS

.. RESPONDENTS

**CORAM: HON'BLE MR. JUSTICE ASHWANI KUMAR MISHRA
HON'BLE MR. JUSTICE ROHIT KAPOOR**

Present: Mr. Sandeep Goyat, Advocate,
for the appellants.

Mr. Puneet Gupta, Addl. A.G.Haryana.

ASHWANI KUMAR MISHRA, J. (ORAL)

The appellants had raised their claim before the Haryana State Cooperative Supply and Marketing Federation Limited (for short 'HAFED') claiming parity in the grant of pay scale equivalent to employees of HAFED situated in Northern India. The appellants were substantively appointed by the Hansi Cooperative Spinning Mills Limited. The Hansi Cooperative Spinning Mills Limited was taken on lease by HAFED. The claim for wages equivalent to employees of HAFED came to be rejected on 26.05.1998 by noticing that conditions of service of appellants were not to change by taking over of the unit i.e., Hansi Cooperative Spinning Mills Limited by HAFED.

Aggrieved by this determination, the writ petition was filed in the year 1998. It has come on record that the lease which was availed of by HAFED has since expired in the year 2000. It is in this context that learned Single Judge has dismissed the writ petition after holding that the lease period in favour of HAFED had expired on 31.12.2000 and M/s Hansi Spinning Mills Limited, Hansi has been handed over to official Liquidator appointed by Registrar, Co-operative

Societies, Haryana on 23.03.1999, in order to wind up the mill. The unit has ultimately been closed and all the employees have been retrenched.

In such circumstances, after expiry of almost 25 years of closure of the unit, learned Single Judge has refused to interfere with the order of HAFED declining pay parity to the employee of M/s Hansi Spinning Mills Limited, Hansi to the employees of HAFED. Aggrieved by such determination, the appellants are before us in this appeal.

Learned counsel for the appellants submits that the since the unit was taken over by HAFED, as such, the pay scale admissible to employees of HAFED ought to be extended to the employees of M/s Hansi Spinning Mills Limited, Hansi.

In the peculiar facts of the present case, we are not persuaded to accept the prayer of the appellants inasmuch as HAFED had only taken the premises of Spinning Mills on lease. In so far as service conditions of the employees of Spinning Mills are concerned, they continued to be bound or governed by the terms of the employment offered by M/s Hansi Spinning Mills Limited, Hansi. Mere fact that for a fixed period, the unit was taken on lease by HAFED would not mean that employees of M/s Hansi Spinning Mills Limited, Hansi would be entitled to parity in the payment of salary with the employee of HAFED. Even the lease period has expired on 31.12.2000 and M/s Hansi Spinning Mills Limited, Hansi has also been wound up.

In such circumstances, the appeal lacks merits and the same is, accordingly, dismissed.

(ASHWANI KUMAR MISHRA)
JUDGE

(ROHIT KAPOOR)
JUDGE

21.08.2025
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Whether speaking/reasoned	: Yes/No
Whether Reportable	: Yes/No