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

CWP-11863-2015 (O&M)

Date of Decision : 17-07-2025

KAMLESH DEVI**.....Petitioner****VERSUS**

**PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, ROHTAK & ANR.**

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Sandeep Singal, Advocate
for the petitioner.

Mr. Dinesh Arora, Advocate
for the respondent No.2.

HARSIMRAN SINGH SETHI, J. (Oral)

1. In the present petition, the challenge is to the award dated 02.02.2015, copy of which has been appended as Annexure P-8, by which, the claim of the petitioner is that his services have been retrenched without giving her the required retrenchment compensation has not been accepted and the same has been rejected.

2. Learned counsel for the petitioner submits that though as per the appointment order dated 15.04.2008 (Annexure P-1), the employee was employed for a particular year and was being granted extension and once, the extension has been granted more than once, Section 2(o)(bb) of the Industrial Disputes Act, 1947 (hereinafter referred as "1947 Act") cannot be made applicable hence, applying the said provision of law to hold that the

services of the petitioner was not retrenched so as to entitle him the retrenchment compensation under Section 25-F of the 1947 Act , is incorrect and wrong interpretation of the facts as well as law been done hence, the impugned award dated 02.02.2015 (Annexure P-8) may kindly be set aside.

3. Learned counsel appearing on behalf of the respondent No.2 submits that once, it is conceded position that the petitioner was appointed for a specific term and he continued working after the grant of extension of the said term and his appointment came to end due to non-grant of extension in the term any further, therefore, the applicability of Section 2(oo)(bb) of the 1947 Act, is correct at the hands of the Tribunal and the award dated 02.02.2015 (Annexure P-8), may kindly be upheld.

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

5. In order to appreciate the issue in hand, it may be noticed that the fact that the petitioner was appointed for a particular period and was being granted extension, is a conceded fact.

6. Once, the services of the petitioner came to an end due to non-extension of contract of employment by the respondents, it is to be seen that whether the same will amount to retrenchment so as to invite Section 25-F of the 1947 Act or not.

7. Section 2(oo)(bb) of the 1947 Act is as under:-

“Provided that the period so specified shall not, in the first instance, exceed six months but may, by a like notification, be extended from time to time, by any period not exceeding six months, at any one time, if in the opinion of the appropriate Government, public emergency or public interest requires such extension;

(o) "railway company" means a railway company as defined in section 3 of the Indian Railways Act, 1890 (9 of 1890);

(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 - [Inserted by Act 43 of 1953, Section 2 (w.e.f. 24.10.1953).](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

(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] [Inserted by Act [49 of 1984](#), Section 2 (w.e.f. 18.8.1984).] “

8. A bare perusal of the above would show that where the service of an employee comes to an end due to non-extension of a fixed term contract, the same does not amount to retrenchment. In the present case, the term of the petitioner was fixed and it came to an end due to non-extensions of the contract. That being so, the same will be covered under Section 2 (oo)(bb) of the 1947 Act so as to mean that the same is not retrenchment. Once, the service of the petitioner is not retrenched, Section 25-F of the 1947, which provides for the compensation on account of illegal retrenchment, will not be applicable hence, the findings recorded by the Tribunal in the award impugned cannot be treated as perverse either to the facts or evidence or the law.

9. Learned counsel for the petitioner has placed reliance upon the judgment of the Division Bench of this Court in LPA No.2154 of 2011 titled ***“Chairman, The Mewat Development Agency, Nuh Vs. Ravinder Balwan and anr.”***, decided on 25.11.2011 to contend that whenever extension has been given in service where, a workman is appointed for a fixed term, the same will amount to retrenchment in extension and will not be covered by Section 2(oo)(bb). It shall be noted that the facts of the said case are entirely different as compared to the present case.

10. The Division Bench in the abovementioned case, has gone on an account that the repeated extensions of 89-days basis amounts to unfair labour practice, which is not the case in hand.

11. In the present case, the petitioner never challenged his termination on the ground that his services were terminated for any ulterior purpose or by using any unfair labour practice.

12. Keeping in view the totality of the circumstances, no ground is made out for any interference by this Court in the facts and circumstances of the present case.

13. Present petition stands dismissed.

14. Pending application, if any, also stands disposed of.

17-07-2025
Sapna Goyal

(HARSIMRAN SINGH SETHI)
JUDGE

NOTE:	Whether speaking:	YES
	Whether reportable:	NO