

**CWP-18474-2013**

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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**222**CWP-18474-2013****Date of Decision: 02.09.2025****SANTOSH DEVI****-PETITIONER****V/S****PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, GURGAON & ANOTHER****-RESPONDENTS****CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI**

Present: Mr. Saurabh Arora, Advocate,
for the petitioner.

Mr. Adarsh Jain, Advocate with
Ms. Amandeep Kaur, Advocate,
for respondent no.2.

KULDEEP TIWARI, J. (ORAL)

1. The reference which was sent under clause (c) sub section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'ID Act'), was answered against the petitioner-workman vide Award dated 07.03.2013 (Annexure P-2), by the Industrial Tribunal-cum-Labour Court, Gurgaon (hereinafter referred to as 'the Tribunal') (respondent no.1), which has been put to challenge through the instant petition cast under Article 226/227 of the Constitution of India, wherethrough, the latter concerned found that it is not a case of termination from service, rather, the petitioner herself did not join her duties, upon her being transferred from Gurgaon plant to Okhla (Delhi) plant.



2. Learned counsel for the petitioner while making an attempt to throw challenge to the impugned Award, submits that before terminating the services of the present petitioner, no in-house inquiry was conducted. Further, the petitioner was working as a helper, therefore, she cannot be transferred from Gurgaon plant to any other plant.

3. He further submits that there is a complete violation of principles of natural justice, and even no compliance of Section 25-F and 25-G of the ID Act, has been made on the part of respondent no.2-Management, and this aspect has not been considered by the learned Tribunal while answering the reference against the petitioner.

4. Learned counsel for respondent no. 2-Management submits that it is an open-and-shut case, wherein, the petitioner after her transfer, chose not to join her duties. He also contends that the management never terminated her services, therefore, the question of any infraction of Section 25-F of the Industrial Disputes Act, or of any other provision, including the principles of natural justice does not arise at all.

5. He, in addition, submits that even during the conciliation proceedings, respondent no. 2-Management, offered the petitioner an opportunity to join her duties at the new place of posting, i.e., the Okhla plant. However, she chose not to join there and instead contested the claim petition, which was rightly decided against her through the impugned Award

6. Before this Court embark upon the rival submissions, as made by learned counsel for the parties concerned, it is imperative to

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have a glimpse upon the facts *qua* which there is no wrangle between the parties concerned, which are as under:-

- i. The petitioner-workman was appointed as a Helper on dated 26.11.2002 by respondent no. 2-Management. She served from 27.11.2002 to 26.03.2007 at the Gurgaon plant. However, on 26.03.2007, she was transferred from her then place of posting, i.e., the Gurgaon plant, and was directed to report at the Okhla plant on 28.03.2007. She failed to comply with the transfer order. The last drawn salary of the petitioner-workman was Rs.2,485 per month.
- ii. Considering the transfer order as an act of termination, the petitioner raised the claim, which consequently referred for adjudication under Section 10(1)(c) of the ID Act, which was finally, answered against the petitioner-workman, vide Award dated 07.03.2013.

7. This Court has examined the submissions, as made by learned counsel for the parties, as well as the entire record and the impugned order.

8. As per the record, the petitioner-workman, was transferred from the present place of posting, i.e. Gurgaon plant, on 26.03.2007, with a specific direction to report at Okhla plant on 28.03.2007. The petitioner-workman stepped into the witness-box as PW1, and did not refute the suggestions regarding receipt of the transfer order, rather

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specifically, admitted that the transfer order (Ex.M3), was received by her. It was admitted by the petitioner-workman, that, instead of joining the duties at Okhla plant, she opted to file a demand notice on dated 02.04.2007 (Annexure P-4).

9. Further, a perusal of the appointment letter, clearly voices about the transfer is in consonance with the terms and conditions of standing rules.

10. Further, during the conciliation proceedings, the petitioner-workman was given an opportunity by respondent no. 2-Management to join her duties at the Okhla plant, but she refused to do so. Therefore, this Court is of the considered view that the petitioner-workman's failure to join her duties at the place of transfer, i.e., the Okhla plant, amounts to voluntary abandonment of service. However, no formal order of termination was ever passed by respondent no. 2-Management in this regard. Hence, the question of any infraction of the provisions under Section 25-F of the Industrial Disputes Act does not arise, at all.

11. The above discussed aspects, have been rightly appreciated by the learned Tribunal, while passing the impugned Award. The relevant part thereof, is extracted hereinafter:-

“12. The relationship of the parties has been admitted by the respondent. In the demand notice, as well as, claim statement the workman has taken the stand that his services were wrongly and illegally terminated by the respondent on 29.3.2007. On the other hand, in the written statement the respondent has alleged that the services of the workman were transferred to Okhla on 26.3.2007, but the workman never reported for work at the place of transfer. Now the sole question to be decided by this court is as to whether the services of the workman were wrongly and illegally terminated



by the respondent on 29.3.2007 or whether the services of the workman were transferred from Gurgaon to Okhla by the respondent.

13. The respondent has proved on record the transfer order dated 26.3.2007 Ex.M-3, vide which, workman was transferred from Gurgaon Plant to Okhla plant. In the transfer order dated 26.3.2007, the workman was also directed to join at the transferred place on 28.3.2007. PW-1, in her cross-examination, had admitted that the transfer order Ex.M-3 was received by her. PW-1 also admitted that instead of going to Okhla, she has only filed her demand notice dated 2.4.2007. In the transfer order dated 26.3.2007, it is clearly mentioned that her services were transferred as per terms and conditions of the appointment letter. The workman as PW-1, in her cross-examination, has admitted that receiving of the appointment letter Ex.M-2 from the respondent. According to the term and condition No.9 of the appointment letter Ex.M-2, workman can be transferred from one department to another or one city to another city.

14. It is pertinent to be mentioned that Ex.M-6 is the copy of the written comments submitted by the respondent before the Labour-Cum-Conciliation Officer, Gurgaon, wherein, the stand taken by the respondent is that the services of the workman were transferred from Gurgaon to Okhla vide letter dated 26.3.2007 and the services of the workman were never terminated by the respondent. It is also alleged in the written comments that the workman be directed to report for work at the place of transfer without any further delay.

15. As per my above discussion, the material placed on the file also shows that the workman herself had not reported for duty after her transfer vide transfer order Ex.M-3 and, accordingly, termination of her services do not arise. Hence, she is not entitled to any relief whatsoever. Therefore, as a sequel to my above detailed discussion, this issue is decided against the workman.”

12. This Court is totally in consonance with the above observations, and is of the considered view that no interference is required in the impugned Award. Accordingly, the instant petition is, **dismissed.**

September 02, 2025

dharamvir

(KULDEEP TIWARI)
JUDGE

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