



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

**Date of decision : 08.08.2025**

**1. LPA-1510-2025 (O&M)**

**Raj Kumar**

**...Appellant**

**Vs.**

**The Superintendent of Police,  
Rohtak and another**

**...Respondents**

**2. LPA-1529-2025 (O&M)**

**Sunil Kumar**

**...Appellant**

**Vs.**

**The Superintendent of Police,  
Rohtak and another**

**...Respondents**

**3. LPA-1530-2025 (O&M)**

**Sanjit**

**...Appellant**

**Vs.**

**The Superintendent of Police,  
Rohtak and another**

**...Respondents**

**CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL  
HON'BLE MR. JUSTICE DEEPAK MANCHANDA**

**Present: Mr. Ravinder Malik (Ravi), Advocate  
for the appellant(s).**

**Mr. Deepak Bhardwaj, Addl.A.G.Haryana.**

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**DEEPAK MANCHANDA, J.**

By this common order the aforementioned three Letters Patent Appeals i.e. LPA-1510-2025, LPA-1529-2025 and LPA-1530-2025 shall stand disposed of. All three intra-court appeals involve similar questions of law, therefore, the facts of LPA No. 1510 of 2025 are being considered for the adjudication of all three appeals.



2. Through this intra-court appeal, the appellant has challenged the impugned judgment dated 30.04.2025 passed by the learned Single Judge, whereby the writ petition(s) preferred by respondents was allowed and the award dated 06.03.2017 passed by the Labour Court in favour of the appellant was set aside.

3. The brief facts emanating from the pleadings of the present appeal are that the Labour Court passed an award in favor of the appellant, by which the appellant had been reinstated with continuity of service and full back wages on the ground that the appellant-workman had completed 240 days in 12 months prior to termination, and Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as '1947 Act') was not complied with. It was also held by the Labour Court that although the appellant was appointed for a fixed tenure, however, extensions were given to him with a notional break of short duration which amounts to an unfair labour practice, making the termination of the appellant's services invalid. The respondents challenged the said award dated 06.03.2017 passed by the Labour Court by filing petitions i.e. CWP-26239-2017, CWP-23528-2017 and CWP-26230-2017 by arguing that the appellant-workman was appointed through an outsourcing agency for a limited period and that the outsourcing agency was extending this period. The Labour Court's finding that the respondent is the principal employer of the appellant-workman, and its conclusion that there was an unfair labour practice in appointing the workman for a fixed tenure and then granting him extensions was incorrect, as it did not consider the provisions of Section 2(o)(bb) of the 1947 Act. Agreeing with the submissions made by the respondents, learned Single Judge allowed the writ petition vide the impugned judgment dated



30.04.2025 and thereby set aside the award dated 06.03.2017 passed by the Labour Court. Aggrieved by the impugned judgment, the appellant has now challenged the same through this intra-court appeal.

4. Learned counsel for the appellant argued that the learned Single Judge has set aside the well-reasoned award dated 06.03.2017 passed by the Labour Court vide impugned judgment dated 30.04.2025 on the ground that the appellant-workman was appointed through an outsourcing agency. However, it is well established before the Labour Court that the appellant-Workman was directly appointed by respondent No. 1, as evidenced by the appointment letter dated 05.01.2011. He further claims that the appellant was appointed following publication in the newspaper and subsequent committee approval, and that the salary was paid by the respondents. He also submits that it was an admitted fact before the Labour Court that the appellant was a direct employee of respondent No. 1, the employer. Therefore, there was no basis for the learned Single Judge to conclude that the master and servant relationship had not been proven before the Labour Court. Hence, the impugned judgment dated 30.04.2025 deserves to be set aside.

5. Heard.

6. A perusal of the impugned judgment dated 30.04.2025 and award dated 06.03.2017 passed by the Labour Court shows that the findings recorded by the learned Single Judge are not perverse. The learned Single Judge after reviewing the material available on record observed that the appellant was appointed through an outsourcing agency in accordance with policy, and it was conceded that the appellant was appointed for a particular period, which was being extended. He was being paid a salary at the DC rate. The learned Single



Judge further noted that the appellant-workman was appointed through an outsourcing agency, and an objection was raised by the respondent-State regarding the master and servant relationship, which should have been adjudicated by the Labour Court on the basis of the evidence available on record as no appointment order has been issued in favour of the appellant-workman by the respondent-State. Even more, the stand taken before the Labour Court by the respondent was also consistent in stating that the appellant was working under the outsourcing policy, for a specific period, although it was extended from time to time. The learned Single Judge also recorded that the appellant-workman failed to prove the existence of a master and servant relationship between him and the respondents, as there is nothing on record to show that the appellant was being paid directly by the respondent-State. In the absence of any such evidence, the Labour Court's findings and the conclusion that the termination of services of appellants was an unfair labour practice are contrary to the facts and evidence on record.

7. We have also reviewed the award dated 06.03.2017 passed by the Labour Court. After examination, we agree with the observations and findings made by the learned Single Judge in allowing the writ petition filed by the respondents. The learned Single Judge, while relying upon the Supreme Court judgment passed in *SLP (Civil) No. 19648-2023, "The Joint Secretary, Central Board of Secondary Education and another Vs. Raj Kumar Mishra and others"*, applied the principle that the existence of a master and servant relationship has to be proved on the basis of documents and there is no material on record showing such a relationship between the appellant and the respondent-State. The learned Single Judge, after considering Section 25-F



and Section 2 (oo) (bb) of the 1947 Act, which states that when the appellant's services end due to non-extension of the contract it does not amount to retrenchment, held that the appellant is hence not entitled to retrenchment compensation. The learned Single Judge also observed that the Labour Court misdirected itself by finding that the respondent was the employer of the appellant; consequently, the award passed by the Labour Court is contrary to the facts and evidence. The findings recorded by the learned Single Judge are reproduced below:-

*"8. In the present case, no appointment order has been brought on record by the respondents-Workmen to prove the factum of master and servant relationship between the department and them.*

*9. Further, no record that the respondents-Workmen were being paid by the petitioner-State directly, has been brought on record. In the absence of any such evidence brought on record, recording of finding by the Labour Court that the termination of the services of the respondents- Workmen was bad by terming the same as unfair labour practice, is contrary to the facts and the evidence which has already come on record.*

*10. Further, it has also come on record that the respondents-Workmen were appointed for a particular period, which period was being extended and the services of the respondents-Workmen came to an end due to non-extension of the said contract, which fact has also gone unrebutted.*

*11. When applying Section 25-F of the 1947 Act in such cases, the Court has to look into the provisions of Section 25-F as well as Section 2(oo) (bb) of the 1947 Act. Relevant provisions of Section 25-F as well as Section 2(oo) (bb) of the 1947 Act are as under:-*

***"25F. Conditions precedent to retrenchment of workmen.***

*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-*

*(a) the workman has been given one month 's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of*

*such notice, wages for the period of the notice:*

*(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days 'average pay [for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served*



*on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]”*

**“Section-2(oo)(bb):-**“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—

*(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*

*3 [(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].”*

*12. A bare perusal of the above reproduction would show that where the services of the workman came to an end due to non-extension of contract, the same will not amount to retrenchment so as to entitle the workman for the grant of benefit of retrenchment compensation. The Labour Court has totally misdirected itself in recording the finding that the petitioner is the employer of the respondents-Workmen. That being so, the awards passed by the Labour Court are contrary to the facts and evidence which has already come on record as well as provisions of 1947 Act, and the same cannot be sustained.*

*13. Further, the grant of extension of fixed tenure has been treated as unfair Labour practice by the Labour Court. Nothing has come on record as to how appointing a person for a fixed term and then granting an extension amounts to unfair labour practice. Due reasons has to be mentioned while recording the said finding whereas, in the present case, no such reason has been given by the Labour Court while recording such finding.*

*14. Keeping in view the totality of the fact and circumstances of the present case as well as provisions of 1947 Act, the impugned awards passed in the respective petitions being contrary to the facts and evidence brought on record cannot be sustained in the eyes of law and are accordingly set aside and as the provisions of 1947 Act was not violated, no relief can be granted to the respondents-workmen.”*

8. A simple review of the impugned judgment and the award dated 06.03.2017 issued by the Labour Court indicates that there is no employer-employee relationship between the appellants and the respondent-department. In the absence of such a relationship, the appellant cannot claim any right against the respondents. The appellant has also argued that in fact, they are



effectively employees of the respondent-Department, and that the service providers are merely a cover to deny statutory benefits especially since the appellant meets all other required conditions of their employment except for being directly appointed on a contract basis by the respondents. The appellant has tried to suggest that the initial appointment was with the principal employer, but later, it was arranged through a contractor, aiming to obscure the appellant's status as a contractual employee of the department, whereas it is a well-established legal principle that an individual engaged by a contractor or outsourcing agency cannot be considered as an employee of the respondent-State.

9. Considering the above discussion, since there is no master-servant relationship between the appellants and respondents, we believe that the learned Single Judge rightly set aside the award passed by the Labour Court and allowed the respondents' writ petition, as stated in the impugned judgment. The decision does not contain any perversity or error.

10. Consequently, all the above-mentioned Letters Patent Appeals stand dismissed. All pending miscellaneous application(s) shall also stand disposed of.

**(DEEPAK MANCHANDA)**  
**JUDGE**

**(ANUPINDER SINGH GREWAL )**  
**JUDGE**

**08.08.2025**  
vanita

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