

2025:PHHC:077300



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

**CWP-10110-2018 (O&M)
Date of Decision : 01-07-2025**

**MANAGING DIRECTOR PEPSU ROAD TRANSPORT CORP
PATIALA AND ORS**

.....Petitioner(s)

VERSUS

**PRESIDING OFFICER INDUSTRIAL TRIBUNAL PATIALA AND
ANR**

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Anil Kumar Sharma, Advocate
 for the petitioners.

 Mr. Nitin Jain, Advocate with
 Ms. Vanshika Sharma, Advocate
 for respondent No.2.

HARSIMRAN SINGH SETHI, J. (Oral)

1. In the present petition, challenge is to the award passed by the Labour Court dated 15.01.2018, copy of which has been appended as Annexure P-1 by which, the respondent No.2-Workman was directed to be reinstated in service along with continuity of service as per the terms and conditions of the Agreement dated 15.01.2009 but without backwages.
2. Learned counsel for the petitioner-Corporation submits that the termination of the services of the respondent-Workman has been held to be bad by the Labour Court on the ground that no notice was given as per the

terms and conditions of the Agreement dated 15.01.2009 which covered the service conditions of the respondent-Workman but whereas, the respondent-Workman was found indulging in pilferage of fuel while working as Driver, for which no notice is required before terminating the services.

3. Learned counsel for the petitioner-Corporation further submits that keeping in view the allegations that the respondent-Workman misconducted during the discharge of his services, his services could have been terminated immediately even as per the Agreement of Service dated 15.01.2009, which fact has been ignored by the Labour Court while passing the impugned award dated 15.01.2018 (Annexure P-1).

4. Learned counsel appearing on behalf of the respondent-Workman submits that the argument raised by the learned counsel for the petitioner-Corporation is incorrect. Even if the work and conduct of the respondent-Workman was found to be negligent or inefficient, then also, 15 days notice or 15 days salary was required to be given as per Agreement of Service dated 15.01.2009, which notice is concededly not given hence, the award dated 15.01.2018 (Annexure P-1) is perfectly valid.

5. Learned counsel for the respondent-Workman further submits as there was no interim order, the respondent-Workman was reinstated in pursuance to the award and he has already been retired from service as of now and the only claim which remains is for the grant of wages for which liberty be given to the respondent-Workman to avail appropriate remedy.

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

7. It is a conceded fact that the service conditions of the respondent-Workman were governed by the Agreement dated 15.01.2009

and the condition No.4 of the said Agreement has been noticed in Paragraph dated 15/1/2018 (1) No.15 of the award dated 15.01.2018 (Annexure P-1), according to which, in case, the services of the respondent-Workman is to be terminated on the ground that the respondent-Workman was negligent or inefficient or his work was found to be otherwise unsatisfactory, 15 days notice was to be given for terminating his services. As per the respondent-Workman, the allegation against the respondent-Workman was of pilferage of fuel which will be covered under the condition No.4 of the Agreement dated 15.01.2009 hence, 15 days notice was required to be given before terminating the service, which fact has rightly been appreciated by the Labour Court while passing the impugned award dated 15.01.2018 (Annexure P-1).

8. Even otherwise, in case an allegation has been alleged against the respondent-Workman which amounts to misconduct, as per the settled principle of law, before terminating the services on the allegation of misconduct, an enquiry has to be conducted so as to prove the allegations so as to base the terminations on the basis of the said allegations.

8. Concededly, no enquiry was conducted against the respondent-Workman to prove the allegation which was the basis for terminating his services which act is in contravention of the service Agreement between the parties dated 15.01.2009.

9. Further, as there was no interim order, the award dated 15.01.2018 (Annexure P-1), was implemented and the respondent-Workman was already reinstated and he had already retired.

10. 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 as petitioner has failed to prove that the impugned award dated 15.01.2018 (Annexure P-1) is perverse to the facts or the evidence brought on record.

11. Present petition stands dismissed.

12. Qua the claim of the respondent-Workman for the grant of wages, he can avail appropriate remedy for the redressal of his grievance in case, he has not being paid in accordance with the Agreement dated 15.01.2009.

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

01-07-2025
Sapna Goyal

(HARSIMRAN SINGH SETHI)
JUDGE

NOTE: Whether speaking: YES
Whether reportable: NO