

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

109

CWP-21287-2013

Date of Decision : October 16, 2025

MEHANGA SINGH

-PETITIONER

V/S

PRESIDING OFFICER AND ORS.

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Amarjit Singh, Advocate
for the petitioner.

Mr. Raj Karan Singh Verka, Advocate
for the respondents No. 2 and 3.

KULDEEP TIWARI, J. (ORAL)

1. The present writ petition assails the award dated 03.06.2013, whereby the Industrial Tribunal, Amritsar, decided the reference made under Sections 2-A and 10(1)(c) of the Industrial Disputes Act, 1947 (hereinafter referred to as “the I.D. Act”) against the petitioner/workman.

2. Learned counsel for the petitioner/workman submits that the petitioner’s case does not fall within the ambit of “retrenchment”, as defined under Section 2(oo) of the I.D. Act. It is submitted that the services of the petitioner were terminated on the allegation of misconduct, namely, that he did not possess a valid driving licence and had caused an accident involving a school bus. Hence, the deposit of retrenchment compensation in the petitioner’s account carries no legal consequence.

3. It is further submitted that the Industrial Tribunal committed a grave error in placing reliance upon the order dated 31.08.2006

(Annexure P-5) passed by the District Consumer Disputes Redressal Forum, Amritsar, to conclude that the petitioner lacked a valid driving licence. Moreover, attention of this Court is also drawn to the award dated 08.04.2004 (Annexure P-7) passed by the Motor Accident Claims Tribunal, Amritsar, wherein issue No. 3 specifically dealt with the question of whether the driver of the offending vehicle possessed a valid and effective driving licence at the time of the accident. The Tribunal held the insurance company liable, thereby implying that the petitioner was indeed in possession of a valid licence.

4. Finally, learned counsel for the petitioner-workman submits that the retrenchment compensation paid by the management was inadequate and was accordingly returned by the petitioner.

5. *Per contra*, learned counsel appearing on behalf of the respondents No.2 and 3/management opposes the submissions advanced by the petitioner's counsel. He submits that the issues raised by the petitioner do not warrant interference, particularly as there was no violation of Section 25-F of the I.D. Act. It is submitted that the termination of the petitioner's services was not on account of any alleged misconduct, but was a consequence of the management's decision to dispose of the school bus concerned, owing to unsatisfactory operational experience with vehicles for student transportation. Therefore, in the absence of any violation of Section 25-F of the I.D. Act, no ground for interference with the impugned award arises.

6. It is further submitted that the accident occurred on 15.01.2002, whereas the petitioner's services were retrenched much later,

i.e. on 12.04.2004. Hence, the termination cannot, by any stretch of imagination, be attributed to the said accident or to any alleged misconduct. It is also submitted that there is no evidence on record to establish that the two other drivers retained in service were juniors to the petitioner.

7. This Court has heard submissions of learned counsel for the respective parties and carefully perused the material on record.

8. Upon consideration of the record, it emerges that the petitioner was employed as a driver with the respondent-management on 24.11.1997 at wages of ₹3,281 per month. On 15.01.2002, the bus driven by him met with an accident, and his services were retrenched on 12.04.2004. The industrial dispute raised by the petitioner was decided against him by the Industrial Tribunal vide the impugned award.

9. The present case reveals that the petitioner's services were retrenched consequent upon the cessation of the work assigned to him. The management has consistently maintained that the school's transportation service did not yield a satisfactory experience and, therefore, the bus on which the petitioner was deployed was disposed of in the year 2004. Documentary evidence has also been led in support of this contention. This Court finds merit in the submission of the management that the retrenchment was not due to any alleged misconduct, but rather due to the discontinuation of the particular work following the disposal of the bus. Moreover, the accident of bus occurred on 15.01.2002, whereas retrenchment was effected on 12.04.2004, accompanied by payment of retrenchment compensation. Thus, there

exists no nexus between the alleged misconduct and the termination of the petitioner's employment.

10. With respect to the adequacy of retrenchment compensation, learned counsel for the petitioner has failed to demonstrate in what manner the amount deposited was deficient. The plea that the compensation was returned by the petitioner is also without merit, as the management's act of depositing the compensation was in compliance with statutory requirements and not intended to retain the amount in any other manner.

11. In view of the foregoing discussion, this Court finds no illegality or perversity in the impugned award dated 03.06.2013 warranting interference. Accordingly, the present writ petition stands **dismissed**.

October 16, 2025
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(KULDEEP TIWARI)
JUDGE

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