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2025.PHHC:154407-DB



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of decision: 16.09.2025

1. LPA-1644-2025 (O&M)

Mahender Kumar

...Appellant

Vs.

Women & Child Development
Project Officer, District Nuh and others

...Respondents

2. LPA-1639-2025 (O&M)

Brijesh Kumar

...Appellant

Vs.

Women & Child Development
Project Officer, District Nuh and others

...Respondents

3. LPA-1642-2025 (O&M)

Majhar Ali

...Appellant

Vs.

Women & Child Development
Project Officer, District Nuh and others

...Respondents

4. LPA-1646-2025 (O&M)

Pappu

...Appellant

Vs.

Women & Child Development
Project Officer, District Nuh and others

...Respondents

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

Present: Ms. Sukhmani Patwalia, Advocate and
Mr. Harpreet Singh, Advocate for the appellant(s).

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

DEEPAK MANCHANDA, J.

By this common order, the four Letters Patent Appeals—LPA-1644-2025, LPA-1639-2025, LPA-1642-2025 and LPA-1646-2025—are being disposed of together. All four intra-Court appeals involve similar questions of law; therefore, the facts of LPA-1644-2025 are being referred to for the adjudication of all the appeals.

2. Through this intra-court appeal, the appellant has challenged the judgment dated 22.04.2025 passed by the learned Single Judge, whereby the writ petition filed by the respondent-department challenging the award dated 16.08.2021 was allowed and the award was set aside.

3. The facts in brief are that the appellant was appointed as a Peon on 21.11.2011 by the respondent-department on contract basis for a period of six months, which was extended from time to time. It is pleaded that the appellant worked for more than 240 days in a calendar year, but his services were illegally terminated on 19.08.2014 without complying with Section 25F of the Industrial Disputes Act. The appellant approached the Labour Court, and vide award dated 16.08.2021, his claim was accepted and ordered his reinstatement with continuity of service along with 50% back wages. Thereafter, aggrieved by the said award, the respondent-department filed CWP-10168-2022, which was allowed, and the award was set aside by the impugned

appeal by the appellant.

4. Learned counsel for the appellant contends that the action of the respondents is violative of Articles 14 and 16 of the Constitution of India because other similarly situated employees have been reinstated with 50% back wages, whereas the appellant's services were arbitrarily terminated. She further argues that although the respondent-department has claimed that the appellant was engaged through an outsourcing arrangement, but no document has been produced to show that he was an outsourced employee. On the contrary, the termination letter dated 19.08.2014 was issued directly by the respondent-department, conclusively establishing that the respondent was the actual employer, thereby proving the master-servant relationship.

5. Learned counsel relies upon the judgment of the Hon'ble Supreme Court in *Jaggo v. Union of India and others, 2025 (1) SLR 1, Shripal and another v. Nagar Nigam, Ghaziabad, 2025 INSC 144*, and *Dharam Singh and others v. State of U.P. and another, Civil Appeal No. 8558-2018*.

6. We have heard learned counsel for the parties and perused the record.

7. A perusal of the pleadings shows that the learned Single Judge dismissed the writ petition(s) vide judgment dated 22.04.2025 on the ground that the appellant failed to establish a master-servant relationship between himself and the department. The relevant findings recorded by the learned Single Judge are reproduced below:

"11. A bare perusal of the above reproduction would show that an appointment which is for a specific period, and has not been carried forward due to non extension of service contract, the same will not amount to retrenchment.

12. In the present case, it is a conceded position that the service of the workmen came to an end due to non extension of the service contract of the workmen. That being so, the said relieving of the workman from the service on completion of the terms of the contract, will not be termed as a retrenchment

so as to comply with the Section 25F of 1947 Act. The labour Court while passing the impugned order has totally ignored the facts of the present case including the terms and conditions of the appointment order as well as the provisions of 1947 Act to hold that the services of the respondent-workmen were retrenched without the payment of retrenchment compensation, hence, the findings recorded by the labour Court are perverse not only to the facts but also to the provisions of 1947 Act.

13. Keeping in view the totality of facts and circumstances of the present case, the impugned award dated 16.08.2021 (Annexure P-3) passed by the Labour Court cannot be upheld as the same is perverse to the provisions of the 1947 Act and is also perverse to the facts which have brought on record and the same is accordingly set-aside.”

8. Likewise, this Court has already dealt with a similar issue in **LPA-1510-2025, decided on 08.08.2025, titled Raj Kumar v. The Superintendent of Police, Rohtak and another**, wherein the intra-Court appeal, following the same principle of law was dismissed. The relevant extract is reproduced below:-

“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.

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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. Learned counsel for the appellant has relied upon **Jaggo Versus Union of India and others, 2025 (1) SLR 1**, and other judgments. This Court, in **LPA-1507-2025** titled **Nishan Singh Versus State of Haryana and others decided on 10.09.2025**, has already considered similar arguments where reliance was placed on the same judgments. The findings recorded therein are reproduced below:

“13. Learned counsel for the appellant has relied on the judgment passed by the Hon’ble Supreme Court in SLP-(Civil)-5580-2024, titled **“Jaggo Vs. Union of India and others,”** by arguing that the learned Single Judge ignored the settled principle of law and referred to para Nos. 13 and 27 of the said judgment, which are reproduced below:

“13. The claim by the respondents that these were not regular posts lacks merit, as the nature of work performed by the appellants was perennial and fundamental to the functioning of the offices. The recurring nature of these duties necessitates their classification as regular posts, irrespective of how their initial engagements were labelled. It is also noteworthy that subsequent outsourcing of these same tasks to private agencies after the appellants’ termination demonstrates the inherent need for these services. This act of outsourcing, which effectively replaced one set of workers with another, further underscores that the work in question was neither temporary nor occasional.”

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27. In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country.”

14. To substantiate the arguments raised by learned counsel for the appellant, we have examined the contents of the above-mentioned judgment passed by the Supreme Court, and find that same do not apply to the facts of this case. Even the other judgments cited by the learned counsel for the appellant are also not applicable to the facts of the present case.

15. We cannot overlook the fact that the appellant continued working under the contract system for over ten years before his services were terminated in 2015 and he had never raised any dispute during this period, but instead accepted the continuation of his employment under the contract system. After considering this issue, we believe that the appellant-workman, by not raising such a plea even after ten years, became a fence-sitter, and such a belated claim can only be regarded as stale. The Learned Single Judge, while deciding the bunch of writ petitions, relied upon the well-settled law in SLP(C) 19848 of 2023, titled “The Joint Secretary, CBSE Vs. Raj Kumar Mishra and ors.”, decided on 17.03.2025, and dismissed the writ petitions. The relevant extract is reproduced below:

“6. Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions

of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, ipso facto, they would become employees of the appellants is noted only to be rejected.

7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.

8. This clearly in the considered opinion of the Court would not establish master-servant relationship.

9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed supra, has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

10. Accordingly, the appeals stand allowed. The order(s) impugned are set aside to the extent the matters have been remanded to the Labour Court. As the awards have already been quashed, no separate order needs to be passed in this regard.”

10. Learned counsel for the appellant is unable to dispute the aforementioned judgment in Nishan Singh’s case (supra), which squarely covers the present appeal, as the facts are similar. No other point has been urged.

11. In view of the above discussion, we find that the learned Single Judge rightly dismissed the writ petition(s) filed by the appellant-workman and that the judgment suffers from no perversity or error.

12. Consequently, all the Letters Patent Appeals stand dismissed in the same terms.
13. All pending miscellaneous applications are also disposed of accordingly.

(DEEPAK MANCHANDA)
JUDGE

(ANUPINDER SINGH GREWAL)
JUDGE

16.09.2025
vanita/sandeep

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