

2025:PHHC:082666-DB



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

LPA-1615-2025 (O&M)

Date of decision: 07.07.2025

THE MANAGING DIRECTOR, THE JHAJJAR CENTRAL
COOPERATIVE BANK LIMITED, JHAJJAR

...Appellant

Versus

PARDEEP & ANR.

.....Respondents

**CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH
HON'BLE MR. JUSTICE DEEPINDER SINGH NALWA**

Present:- Mr. B.S. Rana, Sr. Advocate with
Mr. Jagjeet Beniwal, Advocate and
Mr. Nayandeep Rana, Advocate for the appellant.

SUDHIR SINGH, J.

Challenge in the present instant intra Court appeal is to the order dated 30.04.2025 passed by the learned Single Judge, whereby the writ petition filed by the appellant was dismissed. Before the learned Single Judge, the appellant had laid challenge to the award dated 18.09.2017 passed by the Industrial Tribunal cum Labour Court, Rohtak, whereby while answering the reference in favour of the respondent-workmen, the appellant was directed to reinstate him in service with continuity and other consequential benefits except backwages.

2. The brief facts of the case are that the respondent-workman had claimed that he was appointed as Peon on 10.02.2008 with the appellant-Bank and he had worked as such till 29.05.2015, when his services were terminated without assigning any reason. The respondent-workman had alleged the violation of the mandatory provision of Section 25-F of the Industrial Disputes Act 1947 (for short 'the Act'). The claim of the respondent-workman was contested by the appellant-Bank by asserting that he had never been appointed by the appellant-Management and the Branch Manager of Village Beri was not competent to issue any experience certificate to the respondent-workman. It was further pleaded that the services of the respondent-workman were availed through M/s Peerless Security Services, Rohtak and him being not the employee of the bank, there was no question of regularization or termination of his services nor there was violation of any mandatory provisions of the Act.

3. The learned Labour Court after taking into consideration the rival contentions of the parties and evidence on record had answered the reference in favour of the respondent-workman, as noticed above and the said award has been upheld by the learned Single Judge while dismissing the writ petition.

4. While assailing the order passed by the learned Single Judge and the findings recorded in the impugned award by the Labour Court, it is argued by learned counsel for the appellant that it was the specific case of the appellant that the respondent-workman had been engaged through an outsourcing agency i.e. M/s Peerless Security

Services, Rohtak and, thus, there was no master-servant relationship between the appellant and the respondent-workman.

5. Learned counsel appearing for the appellant-Bank has referred to the testimony of MW4-Pardeep Chander and MW2-Ravinder Kumar partner of M/s Peerless Security Services, Rohtak to assert that the said witnesses had testified that there was no master-servant relationship between the parties. Learned counsel for the appellant has filed document Annexure-A1, purported to be an agreement dated 05.10.2011 entered between M/s Peerless Security Services (Registered) Jhajjar and the Jhajjar Central Cooperative Bank to contend that as per the said agreement, the services of the various employees, including the respondent-workman were availed through outsourcing agency. It is further argued that the said document could not be produced on record before the learned Labour Court due to an inadvertence. It is further argued that the appellant had specifically pleaded and proved on record the appointment letter; posting letter and the wages drawn register to prove that the respondent-workman was hired through outsourcing agencies, but the learned Labour Court had totally discarded the said documentary evidence.

6. We have heard learned counsel for the appellant and have also gone through the case file, including the impugned order.

7. It is thus, argued that both the learned Single Judge as also the Labour Court, failed to take into consideration the aforesaid vital aspects of the matter, whereas the fact remains that the respondent-workman was never an employee of the appellant-Bank.

8. Though the appellant has moved CM-3962-2025 to produce on record agreement dated 05.10.2011 (Ex.A1) yet it could not be pointed out as to why such document was not produced before the Labour Court or before the learned Single Judge. Therefore, we find no ground to permit the appellant to produce such document in the present appeal particularly when no convincing ground has been made out to allow such prayer of the appellant.

9. The arguments raised by the learned counsel for the appellant have already been dealt with by the learned Single Judge in extenso. The fact remains that the onus was upon appellant to produce cogent and convincing evidence before the Labour Court in support of its plea that there was no master-servant relationship between the parties. Once the appellant had pleaded in its written statement that there was no such relationship between the parties, the appellant was expected to bring on record evidence in support thereof.

10. On the other hand the respondent-workman was issued an experience certificate dated 02.09.2014 (Ex.W1) by the Branch Manager Village Beri, certifying that respondent-workman had worked with the appellant Bank from 10.02.2008 to 02.09.2014. It was found by the learned Labour Court that though it was pleaded by the appellant-Bank that the said Branch Manager was not competent to issue such certificate, yet it could not be shown as to how he was not competent to do so.

11. The matter can be looked from another angle. It is beyond common prudence as to why the appellant-Management did

not array or seek impleadment of the outsourcing agency as one of the parties (respondents) to the claim petition before the Labour Court. Apart from that, the agreement now sought to be produced before this Court by way of additional evidence was also not produced before the Labour Court and the only ground pleaded for its production now with the present appeal is due to some inadvertence. Both the said grounds are sufficient enough to indicate that the appellant-Bank was not serious enough about its defence and, thus, it cannot be allowed to plead that there was no master-servant relationship between the parties. The learned Single Judge has rightly observed that more than 7 and half years had elapsed since the respondent-workman had been agitating his claim for implementation of the award. It is also not disputed that the respondent-workman had worked with the appellant-Bank from 2008 to 2015.

12. No other point has been urged.

13. In view of the above, finding no merit in the present appeal, the same is hereby dismissed.

14. Pending application(s), if any, shall also stand disposed of.

[SUDHIR SINGH]
JUDGE

[DEEPINDER SINGH NALWA]
JUDGE

07.07.2025

himanshu

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No