



CWP No. 15783 of 2017 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(217)

CWP No. 15783 of 2017 (O&M)

Date of Decision : 13.05.2025

Principal Chief Conservator of Forests, Forest Department and another

...Petitioners

Versus

Sh. Maninder Pal Singh (through his Lrs.) and another

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Saurabh Girdhar, Assistant Advocate General, Haryana.

Mr. Yogesh Saini, Advocate for respondent No. 1.

Harsimran Singh Sethi J. (Oral)

1. In the present petition, the challenge is to the Award dated 15.02.2017 (Annexure P-1) by which the respondent No. 1-workman has been directed to be reinstated in service with continuity and 50% back wages on the ground that the workman had completed more than 240 days in service in 12 months prior to the termination of his services and retrenchment compensation was not paid.

2. Learned counsel appearing on behalf of the petitioner argues that though, the finding has been recorded by the Labour Court that the workman had completed 240 days in service in 12 months prior to his termination and Section 25-F of Industrial Disputes Act, 1947 (hereinafter referred to as '1947 Act') has not been complied with so as to grant the benefit of reinstatement along with 50% back wages but the Labour Court

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has misdirected itself, as the appointment of the respondent No.1-workman was for a fixed period and upon expiry of the said period, the service of the workman came to an end automatically and the workman was relieved as his service contract was not renewed.

3. Learned counsel for the petitioner argues that the said situation of non-renewal of contract resulting in termination of the employee will be covered under Section 2[(oo) (bb)] of 1947 Act, according to which, when the services of an employee comes to an end on the ground that the contract of service has not been renewed, the same will not amount to retrenchment and Section 25-F of 1947 Act will not be applicable hence, the impugned Award dated 15.02.2017 (Annexure P-1) may kindly be set-aside.

4. Learned counsel appearing on behalf of respondent No. 1-workman submits that once the workman has worked for more than four years continuously with the respondents and he had completed 240 days in service prior to his termination, which finding has been recorded by the Labour Court, the same is in accordance with the evidence and the facts brought on record and the writ petition filed by the petitioner-department is liable to be dismissed.

5. I have heard learned counsel for the parties and have gone through the record with their able assistance.

6. The only question which arise before this Court is whether in the present case, there is a termination of the services of the respondent No. 1-workman so as to invite Section 25-F of 1947 Act for compliance being retrenchment of service or, the present case is covered under Section 2[(oo) (bb)] of 1947 Act.



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7. Keeping in view the orders of the appointment of the respondent No. 1-workman starting from the year 2006 onward, it is clear that the appointment was for a particular period and upto a particular date. After the expiry of the said period, the engagement was continued further by a fresh appointment order and that too upto a particular date. The last date upto which the appointment of the respondent No. 1-workman was continued, was 31.12.2013. The said appointment has been accepted by the respondent No. 1-workman keeping in view the order dated 03.07.2013 (Annexure P-11B).

8. That being so, once the appointment of the workman came to an end automatically as the same was never extended beyond the said date, the only question which needs to be adjudicated is whether the same amounts to termination of services so as to invite Section 25-F of 1947 Act or will not amount to retrenchment as envisaged under Section 2[(oo) (bb)] of 1947 Act.

9. For a better understanding, Section 25-F and Section 2[(oo) (bb)] of 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:[* *] [Proviso omitted by Act [49 of 1984](#), Section 32 (w.e.f. 18.8.1984).]*



(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] [Substituted by Act 36 of 1964, Section 14, for " for every completed year of service" (w.e.f. 19.12.1964).] 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.] [Inserted by Act 36 of 1964, Section 14 (w.e.f. 19.12.1964).]

“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].”

10. A bare perusal of the above would show that any appointment which comes to an end keeping in view the date prescribed and non-extension of the contract any further, will not amount to retrenchment. In the present case, the services of the respondent No. 1-workman came to an end due to non-extension of his service beyond the particular period hence, the

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present case is not a case of termination but will be covered under Section 2[(oo) (bb)] of 1947 Act.

11. Further, with regard to the argument that the workman has completed 240 days in service in 12 months prior to his termination and, therefore, Section 25-F was liable to be complied with, it may be noticed that Section 25-F of 1947 Act has to be complied in the case where the services of a workman has been retrenched. Once, no retrenchment has been done and the workman was relieved on completion of term of contract, Section 25-F of 1947 Act was not required to be complied with. The Labour Court has totally misdirected itself and has ignored the appointment order which has been brought on record to show that the appointment of the respondent No. 1-workman was upto a particular date which came to an end automatically and there was no termination order passed.

12. Keeping in view the totality of the circumstances, the Award dated 05.12.2017 (Annexure P-1) passed by the Labour Court is perverse to the facts and evidence brought on record and cannot be sustained and is accordingly set-aside. Any amount given to the respondent No. 1-workman or his legal heirs will not be refunded.

13. At this stage, learned counsel for respondent No. 1-workman submits that certain amount while working with the petitioner-department, has not been released in favour of the respondent No. 1-workman.

14. Learned counsel for the petitioner submits that in case, any representation is received for the non-payment of any amount due to the workman, the same will be considered in accordance with law and appropriate order will be passed within a period of eight weeks of the receipt



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of any such representation and in case, it is found that any amount is due to the workman, the same will be released, otherwise due reasons will be mentioned in the speaking order for not accepting the same, which reasons will be conveyed to the respondent No. 1-workman for his information and necessary action.

15. Petition is allowed with the above observation.
16. Pending miscellaneous application, if any, also stands disposed of.

May 13, 2025
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes

Whether reportable : No