

CWP No. 2848 of 2018 (O&M) and
other connected cases

2025:PHHC:026132



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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH
(Sr. No. 260)

(1) CWP No. 2848 of 2018 (O&M)
Date of Decision : 20.02.2025
Zila Parishad, Hoshiarpur ...Petitioner

Versus

Presiding Officer, Industrial Tribunal, Jalandhar and others
...Respondents

(2) CWP No. 26282 of 2018 (O&M)
Zila Parishad, Hoshiarpur ...Petitioner

Versus

Presiding Officer, Industrial Tribunal, Jalandhar and others
...Respondents

(3) CWP No. 5844 of 2018 (O&M)
Zila Parishad, Hoshiarpur ...Petitioner

Versus

Presiding Officer, Industrial Tribunal, Jalandhar and others
...Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Sandeep Wadhawan, Advocate and
Mr. Gurjot Singh, Advocate for the petitioner
in all cases.

Mr. B.D. Sharma, Advocate for respondent No. 2
in CWP-2848-2018.

Mr. Vishal Nehra, Advocate for respondent No. 2
in CWP-26282-2018.



Mr. H.S. Saggu, Advocate for respondent No. 3
in CWP-2848-2018.

Harsimran Singh Sethi J. (Oral)

1. In the present bunch of petitions, the grievance of the petitioner is to the Awards dated 23.11.2016 (Annexure P-5) in CWP-2848-2018, 12.02.2018 (Annexure P-1) in CWP-26282-2013 and 06.01.2017 (Annexure P-4) in CWP-5844-2018 respectively, passed by the Industrial Tribunal by which the respondent-Workmen who were appointed by the Outsource Doctors as Para-Medic Staff to help them, have been reinstated in service along with continuity in service.

2. Learned counsel for the petitioner argues that the Doctors and Zila Parishad entered into a contract to engage with the services of the said Doctors at a sum of ₹30,000/- per month and as per the contract between the Doctors and the Zila Parishad, the Doctors concerned were empowered to engage one qualified Para-Medical Personnel each. The said agreement between the Zila Parishad and the Doctors was for a period of three years. The Para-Medical Staff which each Doctor was empowered to engage, was engaged by the Doctors as per their contract with the Zila Parishad and upon the expiry of said contract, the Doctors services came to an end and consequently, the Para-Medical Staff who was appointed by the Doctors to help them, also came to an end.

3. The respondent-Workmen who were appointed by the Doctors concerned to help them as Para-Medical Staff, raised a grievance before the Labour Court that their services have been terminated after a period of three years, hence, the provisions of Industrial Disputes Act, 1947 (hereinafter



referred to as '1947 Act') have been violated and, therefore, they should be reinstated in service. The Labour Court came to the conclusion that there is a violation of provisions of 1947 Act and in particular Section 25-F of the said Act as, the retrenchment compensation was not paid to them and, therefore, the termination of their services is violative of 1947 Act and keeping in mind the facts, the respondent-Workmen were granted the benefit of reinstatement on the same terms and conditions with continuity of service by the Labour Court.

4. Learned counsel for the petitioner argues that once, as per the contract entered into between Doctors and Zila Parishad the Doctors were appointed for a period of three years and the services of the Para-Medical Staff was only to help these Doctors, who were to continue only for a period of three years and their services were co-terminus with that of the Doctors, this assertion cannot hold in the present case that there was no fixed tenure of the Para-Medical Staff and the same were independent of the contract in which the Doctors concerned had entered into and as retrenchment compensation was not paid to the Para-Medical Staff, the provisions of 1947 Act has been violated.

5. Learned counsel for the petitioner submits that the services of the respondent-Workmen was co-terminus with that of Doctors and therefore, upon completion of the time period stipulated in contract of the Doctors, even the services of the respondent-Workmen who were appointed by the such Doctors as Para-Medical Staff could not be needed as they were only appointed to help the Doctors, who as per the contract were to continue



in service only for a period of three years and, therefore, the said aspect has not been considered by the Labour Court so as to pass an order directing the reinstatement of the Para-Medical Staff along with continuity in service.

6. Learned counsel appearing on behalf of the respondent-Workmen submit that though they were appointed to help the Doctors, who according to the contract were appointed for a period of three years but, as they were being paid their salary by the petitioner-Zila Parishad, on completion of 240 days, Para-Medical Staff was, as per the provisions of 1947 Act, entitled for the retrenchment compensation, which was not granted hence, the findings recorded by the Labour Court are perfectly valid and legal and the writ petition filed by the Zila Parishad may kindly be dismissed.

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

8. It may be noticed that the Doctors were appointed by the Zila Parishad for the Rural areas on contractual basis for a period of three years. In order to ensure that the Doctors worked in a smooth manner, such Doctors were also given an option to employ a Para-Medical Staff to help them out and it was through this clause of agreement, the respondent-Workmen came to be appointed by the Doctors to help them out to execute the contract, which the Doctors had entered into with the Zila Parishad.

9. The contract of the Doctors came to an end after a period of three years but the respondent-Workmen, who were working with the Doctors as Para-Medical Staff claimed that their services have been



dispensed with and against this aspect a grievance was raised before the Labour Court. The Labour Court came to the conclusion that as the Para-Medical Staff had worked for more than 240 days in a Calendar year preceding to their disputed termination, Section 25-F of 1947 Act has been violated and the benefit of reinstatement along with continuity of service has been granted.

10. While granting the said benefit, the Tribunal failed to appreciate certain crucial facts. Firstly that there was no independent appointment of the Para-Medical Staff with the Rural development and they were only appointed by the contractual Doctors under the agreement to help the Doctors, who were appointed for a contractual period of three years. Once, the respondent-Workmen were only appointed to help the Doctors in pursuance to the contract which the Doctors had entered with the Zila Parishad, it cannot be said that the appointment of the Para-Medical Staff was independent and not in relation to the appointment of the contractual Doctors, who as per the contract were appointed for a period of three years.

11. From the facts narrated in the Awards, the Para-Medical Staff was appointed by the Doctors concerned who were to remain in contract with Zila Parishad for a period of three years. That being so, the appointment of the Para-Medical Staff was also for a specific period of three years and upon expiry of the said contract, their services have rightly been dispensed with.

12. Further, where an employee has been appointed for a specific period for a specific purpose, Section 2[(oo) (bb)] will come into operation



and according to the said provisions of 1947 Act, the same will not amount to retrenchment. In the present case, the appointment of the respondent-Workmen was done for a period of three years along with the Doctors and that too by way of a contract. The Tribunal failed to appreciate the said fact to hold that after the period of three years, the Para-Medical Staff will also be entitled for retrenchment even though their appointment was done specifically in co-relation with the Doctors which was for a period of three years.

13. Keeping in view the totality of the circumstances mentioned here-in-before, the Awards dated 23.11.2016, 12.02.2018 and 06.01.2017 (Annexures P-5, P-1 and P-4) respectively in respective CWPs passed by the Labour Court are not only perverse to the facts but also to the provisions of the 1947 Act so far as it hold that there is a violation of Section 25-F of the 1947 Act.

14. The Awards dated 23.11.2016, 12.02.2018 and 06.01.2017 (Annexures P-5, P-1 and P-4) respectively are set-aside.

15. Present writ petitions are allowed.

16. Pending miscellaneous application, if any, also stands disposed of.

17. A photocopy of this order be placed on the file of connected cases.

February 20, 2025
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No