



243 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of Decision : 13-02-2025

1. CWP-2984-2018 (O&M)

SHIVRAM PALPetitioner

VERSUS

PRESIDING OFFICER INDUSTRIAL TRIBUNAL CUM LABOUR
COURT AND ANR.

.....Respondent(s)

and

2. CWP-20502-2018 (O&M)

RAM PARVESHPetitioner

VERSUS

PRESIDING OFFICER INDUSTRIAL TRIBUNAL CUM LABOUR
COURT AND ANR.

.....Respondent(s)

3. CWP-20693-2018 (O&M)

BHUWALI PASWANPetitioner

VERSUS

PRESIDING OFFICER INDUSTRIAL TRIBUNAL CUM LABOUR
COURT AND ANR.

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. H.S Sahu, Advocate
for the petitioner.

Mr. Sachin Mittal, Advocate with
Mr. Arnav Mittal, Advocate and
Mr. Parth Sharma, Advocate
For respondent No.2.

HARSIMRAN SINGH SETHI, J. (Oral)

1. Present bunch of three writ petitions involve common question

of law in the context of common set of facts and thus they are being decided by a common order.

2. In the present bunch of petitions, the grievance being raised by the petitioner(s) are, firstly that the Tribunal vide order dated 21.11.2017 (Annexure P-7) has wrongly rejected their claim with regard to their reinstatement and second, that the termination of the services of the petitioner(s) is in contravention to Section 25F of the Industrial Disputes Act, 1947(for short 1947 Act), which issue has not been addressed by the Labour Court in the impugned award.

3. Learned counsel for the petitioner(s) submits that they were rendering their service in M/s Heatex India Corporation and eventually the entire work force along with the petitioner(s) were sought to be transferred to M/s Dura Heatex India Pvt. Ltd., which act on the part of the employer was arbitrary, illegal and without following the procedure envisaged under the 1947 Act.

4. Learned counsel for the petitioner(s) submits that upon the said transfer no benefit of retrenchment compensation was given to the petitioner(s) which in itself is a violation of the terms of termination of the services of the petitioner(s) which fact has been ignored by the Labour Court while passing impugned award dated 21.11.2017 (Annexure P-7) hence, the same is liable to be set aside and the respondents are liable to be directed to reinstate the petitioner(s) with M/s Heatex India Corporation along with all consequential benefits.

4. Upon notice of motion, the respondents have appeared and stated that M/s Heatex India Corporation was being closed and all the

employees working there were given the option, and that too after complying with the provisions of Section 25F of the Industrial Disputes Act, that they can be adjusted with another company i.e. M/s Dura Heatex India Pvt. Ltd. and whosoever agreed with the said terms, were adjusted and the remaining employees like the petitioner(s), were offered the other option that was the benefit of compensation so as to contravene provisions of law, which compensation was already prepared but, the petitioner(s) refused to accept the said compensation so as to raise the claim under Section 25F of the 1947 Act qua the termination of their services hence, there is no veracity in the assertion made by petitioners that the respondents have to pay the petitioner(s), the benefits under Section 25F of the 1947 Act, 1947 when neither of the option was accepted by the petitioners despite given the freedom to opt either option.

5. I have heard learned counsel for the parties and have gone through the records of the present case with their able assistance.

6. Keeping in view the facts and circumstances of the present case it is clear that the establishment where the petitioner(s) were working was being closed and after retrenchment, they were being absorbed in another company and whosoever accepted the said offer, were absorbed, whereas the petitioner(s) refused to accept any of the offer put forth to them, be it the said absorption in the companies or the benefit of compensation in case an employee did not want to accept the former offer.

7. The finding which has been recorded by the Labour Court is that all the documents qua the payment of retrenchment compensation to the employees was prepared by the establishment and were placed on record to

prove the same but it was only by their choice that the workmen refused to accept the same hence, the workmen cannot claim benefit from respondent-company by stating that there has been a violation of Section 25F of the Industrial Disputes Act, 1947.

8. The said findings of the Labour Court have not been controverted by the learned counsel for the petitioner(s) in any manner on the basis of the pleadings or the evidence which has come on record.

9. Once, it becomes an established fact that the retrenchment compensation was offered to the petitioner(s) at the time of the retrenchment but the same was not accepted by the workmen, any claim by the petitioner asking for belief on the basis that there has been contravention of law becomes infructuous.

10. Efforts were made by the respondent-establishment to discharge their liability under the 1947 Act and it was only due to the act on the part of the workmen-petitioner, that the payment could not be made to them as they themselves refused the cheques/demand drafts which were made in their names to discharge the liabilities under Section 25F of the 1947 Act.

11. Keeping in view the above discussed facts, the findings which have been recorded by the Labour Court that there is no violation of the provisions of the 1947 Act qua the claim of the petitioner(s) needs no interference at the hands of this Court in the present petition.

12. Learned counsel for the respondents further submits that the petitioner(s) refused to accept the cheques and the same are still with them and can be validated and the payment can be made to the petitioner(s).

13. Learned counsel for the petitioner submits that the said payment ,if not already paid, can be given along with interest as the same remained with the establishment.

14. Keeping in view the facts mentioned hereinbefore, the Court is of the opinion that the retrenchment compensation, if not already paid to the petitioner(s) and all other due payments shall be released to petitioner(s) within a period of **4 weeks** from the receipt of copy of this order. As the amount which the petitioner(s) are going to be paid under this order, will also carry interest at the rate of 6% per annum from the date of the award till the actual payment of the same as the said payment remained with the respondent and said money was unused by the respondent hence, petitioners be entitled for the interest as per the judgment of the Coordinate Bench of this Court in ***J.S. Cheema Vs. State of Haryana, 2014(13) RCR (Civil) 355.***

15. Let the counsel for the workmen inform the counsel for the establishment the bank account numbers of the petitioner(s) in case the amount needs to be deposited under his order, which will be complied with the establishment as directed hereinbefore.

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

13-02-2025
Sapna Goyal

(HARSIMRAN SINGH SETHI)
JUDGE

NOTE: Whether speaking: YES
Whether reportable: NO