



CWP-20066-2025;
CWP-20090-2025 &
CWP-20110-2025

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

120+123+125

CWP-20066-2025
Date of Decision :18.07.2025

Rakesh Kumar

...Petitioner

Versus

M/s Peregrine Guarding Pvt. Ltd and others

...Respondents

CWP-20090-2025

Ajay

...Petitioner

Versus

M/s Peregrine Guarding Pvt. Ltd and others

...Respondents

CWP-20110-2025

Manoj Kumar

...Petitioner

Versus

M/s Peregrine Guarding Pvt. Ltd and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Amandeep Rana, Advocate for the petitioner(s).
in all the petitions.

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Harsimran Singh Sethi, J. (Oral)

1. In the present bunch of three writ petitions, the similar award dated 05.07.2024 (Annexure P/6) passed by the Presiding Officer, Labour



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Court, Gurugram has been challenged by the workmen, by which, the petitioner(s)-workmen have been treated to be the employee of the outsourcing agency i.e. respondent No.1 herein, and their claim that they should be treated as the employee of respondent No.2-Maruti Suzuki India Limited has been rejected.

2. Further claim of the petitioner(s)-workmen is that even while granting the relief to the petitioners against respondent No.1-outsourcing agency, the benefit of reinstatement in service has not been granted to the petitioner(s)-workmen, which is arbitrary and illegal and therefore, rather than granting the benefit of lump sum compensation to the petitioner(s)-workmen to be paid by the respondent No.1, the petitioner(s)-workmen should have been granted the benefit of reinstatement in service.

3. I have heard learned counsel for the petitioner(s)-workmen and have gone through the record with his able assistance.

4. Certain facts have gone unrebutted by learned counsel for the petitioner(s)-workmen such as, there is no appointment order issued by the respondent No.2-Maruti Suzuki India Limited in favour of the petitioner(s)-workmen. Further, no payment has ever been made by the respondent No.2-Maruti Suzuki India Limited to the petitioner(s)-workmen. It is also a conceded position that the petitioner(s)-workmen were recruited through respondent No.1 i.e. an outsourcing agency and were posted to work with respondent No.2 in terms of an agreement between respondent No.1 and respondent No.2-Maruti Suzuki India Limited. The said facts have gone unrebutted even during the course of hearing before this Court.



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5. Once, there is no appointment order issued by respondent No.2-Maruti Suzuki India Limited in favour of the petitioner(s)-workmen and there is no payment of salary made by respondent No.2 in favour of the petitioner(s)-workmen merely, on the ground that petitioner(s)-workmen were working with respondent No.2-Maruti Suzuki India Limited under the supervision and direct control of officer of respondent No.1, will not be good enough to treat them as the employee of respondent No.2.

6. The law on the said issue is very clear in the judgment passed by Hon'ble Supreme Court of India in **SLP (Civil) No.19648-2023 titled as, The Joint Secretary, Central Board of Secondary Education and another vs Raj Kumar Mishra and others decided on 17.03.2025.** Relevant paragraphs of the said judgments are as under:-

“6. Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find 3 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.”

7. A bare perusal of the above reproduction would show that the Hon'ble Supreme Court of India has held that unless and until there are



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documentary evidence such as, a written appointment order by an authority in favour of workman, who is claiming the master and servant relationship, said claim cannot be accepted even if, the workman was working under the supervision and control of such institution.

8. Learned counsel for the petitioner(s)-workmen has not been able to rebut the said contention hence, the findings recorded by the Labour Court in the order impugned that there is no master and servant relationship between the petitioner(s)-workmen and respondent No.2 needs no interference at the hands of this Court as the findings recorded by the Labour Court have not been proved to be perverse either to the evidence or facts brought on record or the settled principle of law cited hereinbefore.

9. Further argument of the learned counsel for the petitioner(s)-workmen is that even against the respondent No.1-outsourcing agency, the benefit of reinstatement in service should have been granted rather than the benefit of lump sum compensation.

10. It is a settled principle of law that the benefit of reinstatement can only be granted in case there is a regular post available on which an employee can be reinstated. The respondent No.1 is only an outsourcing agency, who under the contract entered into with respondent No.2 was selecting the labour and supplying the same to the respondent No.2. Once, the respondent No.1 does not have any regular post existing with it, the benefit of reinstatement in service cannot be granted hence, the benefit of lump sum compensation which has been granted in favour of the petitioner(s)-workmen by the Labour Court needs no interference at the



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hands of this Court.

11. Learned counsel for the petitioner(s)-workmen further argues that there was no valid licence in favour of respondent No.1 so as to engage the work force for respondent No.2.

12. The said issue was raised before the Labour Court and the Labour Court has recorded a finding on the basis of the certificate brought on record by respondent No.1 that he had the valid registration with the competent authority for the period when the petitioner(s)-workmen were recruited with respondent No.2.

13. Once, the said factum has gone unrebutted that at the time when the petitioner(s)-workmen were recruited and sent as a work force to the respondent No.2, the authority to do so under the relevant law was existing with the respondent No.1; the claim that the respondent No.1 did not have jurisdiction to work as an outsourcing agency, has rightly been rejected by the Labour Court.

14. No other argument has been raised.

15. Keeping in view the totality of the facts and circumstances of the present case, no ground for interference by this Court is made out and the writ petitions are accordingly dismissed.

16. Civil miscellaneous application pending, if any, is also disposed of.

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

July 18, 2025
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No