

LPA-377-2018

2025:PHHC:017443-DB



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

**LPA-377-2018
Date of Decision: January 31, 2025**

Ranbir Singh Appellant

Versus

Municipal Committee, Assandh and others Respondents

**CORAM:- HON'BLE MRS. JUSTICE LISA GILL
HON'BLE MRS. JUSTICE SUKHVINDER KAUR**

Present: Mr. Diwan S. Adlakha, Advocate for the appellant.

Mr. Arvind Seth, Advocate for respondent No. 1.

Mr. S.K. Panwar, Addl. AG, Haryana.

LISA GILL, J.

1. This appeal has been filed challenging order dated 08.11.2017 passed by learned Single Bench whereby CWP-19751-2012 filed by respondent Municipal Committee, Assandh has been disposed of with the modification in Award dated 28.03.2012 passed by learned Industrial Tribunal-cum-Labour Court, Panipat (for short – ‘Tribunal’). Learned Tribunal vide said Award dated 28.03.2012 directed reinstatement of appellant (workman) with continuity of service and 50% backwages from the date of his

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demand notice dated 23.11.2004. Learned Single Bench, however, found the workman to be entitled to compensation of Rs.50,000/- only.

2. Brief facts necessary for adjudication of the matter are that present appellant raised an industrial dispute while submitting demand notice dated 23.11.2004, wherein he alleged that he was appointed by Executive Officer, Municipal Committee, Assandh on 13.04.2002 as Driver and he worked uptill 12.12.2002. His work and conduct was to the satisfaction of his superiors during tenure of his service. However, it was claimed that his services were terminated on 12.12.2002 orally without any notice or pay in lieu thereof alongwith retrenchment compensation. Violation of provisions of section 25 F, G and H of Industrial Disputes Act (for short – ‘the Act’) was alleged. He claimed reinstatement with continuity of service and full backwages. Reference was placed before learned Tribunal. Claim statement attached as Annexure P1 was submitted. It was duly controverted by way of written reply by Municipal Committee, Assandh while taking a plea that workman was engaged by Municipal Committee, Karnal on purely contract basis for a period of 89 days. It was claimed that the workman was not an employee of Municipal Committee, Assandh but was engaged by Municipal Corporation, Karnal. Learned Tribunal on considering the evidence on record, facts and circumstances concluded that there was violation of provisions of Sections 25-G and H of the Act. It was, accordingly, directed vide Award dated 28.03.2012 that workman be reinstated with continuity of service and 50% backwages from the date of demand notice i.e. 23.11.2004.

3. Aggrieved therefrom, Municipal Committee, Assandh filed CWP-19751-2012, assailing Award dated 28.03.2012.

4. Learned Single Bench held as under:-

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“ Admittedly, respondent No.2 has no right to continue to hold the post of driver either in Karnal or Assandh as he was appointed only for 89 days and it was extended from time to time. Respondent No.2 was appointed by the Municipal Council Karnal even though the Deputy Commissioner Karnal has drafted the respondent services to Municipal Committee Assandh. Respondent No.2 should have impleaded Municipal Council Karnal as a necessary party to claim any relief against the initial appointing authority. At this stage learned counsel for the respondent No.2 pointed out that he had approached this Court by filing a CWP No. 16172 of 2004. While withdrawing this petition, liberty was granted to the respondent-workman to pursue his remedy against the Municipal Committee Assandh by issuing a fresh demand notice. Therefore Municipal Council Karnal has not been arrayed as party. Respondent No.2 services have been dispensed way back on 12.12.2002 read with fact that respondent was appointed for 89 days on contract basis therefore question of reinstating him with continuity of service at this juncture do not arise. Having regard to the above facts and circumstance, award of the Labour Court dated 28.03.2012 is set aside. Respondent-workman is entitled to compensation of Rs.50,000/-. Compensation amount shall be paid by the Municipal Committee, Assandh in view of the orders passed in CWP No. 16172 of 2004 dated 14.10.2004 and the fact that Municipal Committee, Assandh, has not questioned order dated 14.10.2004 and it is binding on the petitioner. Consequently, contention of the petitioner that they have not issued order of appointment to respondent cannot be appreciated.”

5. Aggrieved therefrom, present appeal has been filed.
6. Learned counsel for appellant vehemently argued that clear cut violation of provisions of Sections 25-F, G and H was proved on record and learned Tribunal correctly passed Award dated 28.03.2012 directing

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reinstatement of the appellant alongwith 50% backwages. Termination of appellant was absolutely illegal. Person junior to the appellant had been retained in service. The work of driver is of permanent nature. In the alternate, it was argued by learned counsel for appellant that compensation of Rs.50,000/- is too meagre keeping in view the length of service for which the appellant worked. It was, thus, prayed that this appeal be allowed and impugned order dated 08.11.2017 be set aside while upholding Award dated 28.03.2012 passed by learned Tribunal.

7. Learned counsel for respondent No.1 has opposed the appeal while submitting that order passed by learned Single Bench is liable to be upheld having been passed after considering the entire facts and circumstances. Dismissal of appeal was prayed for.

8. We heard learned counsel for parties and have carefully scrutinized the file.

9. It is apparent from the record that appellant was engaged by Municipal Corporation, Karnal on contract basis for 89 days. Municipal Committee, Assandh admittedly falls under the jurisdiction of District Karnal. Appellant was appointed on 13.04.2002 to the post of Driver for a period of 89 days on purely contract basis. His services were again continued on contract basis each time for a period of 89 days till 12.12.2002. This is apparent from communication dated 11.07.2002 from the Deputy Commissioner, Karnal to Executive Officer, Municipal Committee, Assandh (Ex.MW1/A). Learned counsel for the appellant was unable to point out anything to the contrary to record. It is pertinent to note at this stage that reinstatement need not be a necessary consequence of the Award of learned Tribunal. Gainful reference in this regard can be made to judgments of Hon'ble the Supreme Court in

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Allahabad Bank and others versus Krishan Pal Singh 2021 (19) SCC 227
and Uttanchal Forest Development Corporation versus M.C. Joshi 2007
(9) SCC 353.

10. In the given facts and circumstances, learned Single Bench has correctly held that services of appellant having been dispensed way back on 12.12.2002 coupled with the fact that he was appointed for a period of 89 days on contract basis, question of reinstating him with continuity of service at that point of time did not arise. Compensation to the tune of Rs.50,000/- has been awarded by the learned Single Bench. We find no fault in this course of action, however, in the given facts and circumstances, compensation awarded to appellant is assessed as Rs.1,00,000/- instead of Rs.50,000/-. Said amount, after deduction of any sum which may already have been released in compliance of order dated 08.11.2017, be released to appellant within eight weeks of receipt of certified copy of this order.

12. No other argument was raised.

13. Appeal is, accordingly, dismissed with the abovesaid modification in compensation awarded by learned Single Bench.

(LISA GILL)
JUDGE

(SUKHVINDER KAUR)
JUDGE

January 31, 2025
Rts

Whether speaking/reasoned: Yes/No
 Whether reportable: Yes/No