



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

(161)

LPA-2881-2025(O&M)
Date of Decision:-06.11.2025

The Sirsa Central Cooperative Bank Ltd.

.....Appellant

Versus

Pawan Kumar and Another

.....Respondents

**CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MR. JUSTICE AMARINDER SINGH GREWAL**

Present: Mr. Pardeep Solath, Advocate,
for the appellant.

ANUPINDER SINGH GREWAL, J. (Oral)

1. The appellant has challenged the judgment dated 10.07.2025, passed by the Single Bench, whereby the writ petition preferred by the appellant challenging the award of the Labour Court has been disposed of by modifying the award to the extent that the respondent would be reinstated with continuity of service but without back wages.

2. Learned counsel for the appellant submits that respondent No.1 was only a part-time worker, he was not in continuous appointment and, therefore, he is not entitled to be reinstated with continuity in service.

3. Heard.

4. It is stated that respondent No.1 had worked with the appellant as a Water Carrier-cum-Safai Karamchari from the year 2007 till 2016,



when his services were terminated. He challenged the termination by filing a claim petition, and the Labour Court, having found the termination to be illegal, had directed his reinstatement along with full back wages. The learned Single Bench, however, modified the award of the Labour Court and set-aside the grant of back wages to the respondent No.1 on the ground that he had not pleaded nor led evidence that he was not gainfully employed during the period after his termination.

5. We are in agreement with the judgment of the Single Bench upholding the award of the Labour Court to the extent that it had directed reinstatement in service of respondent No.1 with continuity in service and setting aside the grant of back wages. The Labour Court had recorded a finding of fact that the respondent had worked for more than nine years with the appellant-Bank. It is also borne out from the record that respondent No.1 had earlier approached the authorities under the Minimum Wages Act, 1948 wherein, the appellant-Bank was directed to pay the minimum wages as fixed by the Government to respondent No.1 for the service he had rendered. Therefore, the master-servant relationship between both the parties stood proved. It is trite that once the master-servant relationship between the parties stood proved and it was the stand of respondent No.1 that he had worked for over nine years, the onus shifts on the employer (appellant-Bank) to prove that respondent No.1 had not worked for 240 days in a calendar year prior to his termination. Admittedly, no such evidence has been brought on record either before this Court or the Labour Court. Therefore, the Labour Court had rightly held that his termination



was in violation of Section 25-F of the Industrial Disputes Act, 1947. The denial of back wages by the Single Bench does not suffer from any infirmity as respondent No.1 had failed to plead or lead any evidence that he was not gainfully employed during the relevant period.

6. In view of above, we do not find any illegality or infirmity in the judgment of Single Bench warranting interference by this Court. Consequently, the Letters Patent Appeal, being devoid of merit, stands dismissed.

7. All miscellaneous application(s), if any, shall stand disposed of.

(ANUPINDER SINGH GREWAL)
JUDGE

(AMARINDER SINGH GREWAL)
JUDGE

November 06, 2025
Shubham

Whether speaking/reasoned:-	Yes/No
Whether Reportable:-	Yes/No