



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

LPA No.2530 of 2025 (O&M)
Date of Decision: 29.10.2025

KAMLESH DEVI

.....Appellant

Versus

THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LOBOUR
COURT ROHTAK AND ANOTHER

.....Respondents

CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MR. JUSTICE DEEPAK MANCHANDA

Present: Mr. Sandeep Singal, Advocate
for the appellant.

* * * * *

ANUPINDER SINGH GREWAL, J. (Oral)

The appellant has impugned the judgment of the learned Single Bench dated 17.07.2025, whereby writ petition preferred by her challenging the award of the Labour Court dated 02.02.2015, has been dismissed.

2. Learned counsel for the appellant submits that the appellant had continuously worked with respondent No.2 for four years and therefore, her services have been terminated in violation of Section 25F of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act of 1947'). The Labour Court as well as the learned Single Bench has failed to appreciate that even the contractual employees are entitled to protection under the Act of 1947.

3. Heard.

4. The appellant was employed on contractual basis with



respondent No.2. She had worked for over four years before her termination on 31.03.2012. She had challenged her termination before the Labour Court, which had held that her appointment was contractual in nature and her services were dispensed with on expiry of the contract. Therefore, it was not a case of retrenchment under Section 2(oo) of the Act of 1947 and the Labour Court had dismissed the claim petition by the award dated 02.02.2015.

5. Aggrieved thereagainst, the appellant preferred a writ petition before the learned Single Bench of this Court, which was also dismissed by the impugned judgment. We are in agreement with the judgment of learned Single Bench and the award of the Labour Court. The Labour Court had arrived at finding of fact after examining the material on record that as the appellant had been appointed purely on contractual basis, her services had come to an end on 31.03.2012 due to non-renewal of her contract. It is stipulated in Section 2 (oo) (bb) of the Act of 1947 that if the service of a workman comes to an end due to non-renewal of the contract or if the contract itself is terminated, then the termination of workman would not amount to retrenchment. Section 2 (oo) of the Act of 1947 is reproduced hereunder:-

“2(oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer



*and the workman concerned contains a stipulation in that behalf; or
(bb) termination of the service of the workman as a result of the
non-renewal of the contract of employment between the employer
and the workman concerned on its expiry or of such contract being
terminated under a stipulation in that behalf contained therein; or
(c) termination of the service of a workman on the ground of
continued ill-health”*

(emphasis supplied)

6. Furthermore, it is also apparent from the reading of her appointment letter that the appointment of the appellant was on contractual basis and does not confer upon her any right of subsequent permanent or temporary employment. The relevant extract of the appointment letter is reproduced hereunder:-

*“a. You shall be paid a consolidated honorarium of Rs.3510/- per month. No other allowance of any type shall be payable to you.
b. Your appointment to this post is purely on contract basis. This appointment letter carries no promise of any subsequent permanent or temporary employment.”*

7. In view of the above, we do not find any manifest illegality in the impugned judgment of the learned Single Judge. Consequently, the Letters Patent Appeal being devoid of any merit stands dismissed.

8. All pending miscellaneous application(s) also stand disposed of.

**(ANUPINDER SINGH GREWAL)
JUDGE**

**(DEEPAK MANCHANDA)
JUDGE**

29.10.2025
Sandeep

Whether Speaking/Reasoned : Yes/No
Whether Reportable : Yes/No