



\$~3

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 6134/2025 with CM APPLs. 27935-37/2025

SUNIL KUMAR

.....Petitioner

Through: Mr. Rajiv Agarwal, Ms. Surbhi, Ms.
Meghna De, Mr. Ritwik Raj,
Advocates.

versus

NETAJI SUBHAS UNIVERSITY OF
TECHNOLOGY AND ORS

.....Respondents

Through: Mr. Rahul Sharma, Mr. Manikant
Sharma, Ms. Shikha Singh,
Advocates.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

29.05.2025

%

1. By way of present writ petition filed under Article 226 of the Constitution of India, the petitioner seeks directions to the respondents to comply with the notice bearing No. ID/12/CO-I/SWD/2025/LAB./1740 dated 03.04.2025 issued by the Conciliation Officer, vide which the respondent No.1/management was advised to adhere to the provisions of Section 33 of the Industrial Disputes Act, 1947 (hereinafter, '*the Act*') and to maintain the *status quo* regarding the service condition during the pendency of the claim.

2. The present petition arises in the context of an industrial dispute raised by the petitioner/workman, who claims that he is engaged in the capacity of Graduate Clerk with respondent No. 1. It is further claimed that



despite the petitioner/workman being under the direct supervision of respondent No. 1/management and the works performed by him being continuous, permanent and uninterrupted in nature, respondent No.1 has wrongly shown the petitioner/workman to be engaged through respondent No.2. It is in this background that the petitioner/workman approached the Conciliation Officer seeking regularization of his service from the initial date of joining as well as payment of difference of salary on the principle of 'equal pay for equal work'.

3. Learned counsel for the petitioner/workman submits that respondent No.1's contract with respondent No.2 expired on 30.04.2025 and that respondent No.1 has engaged a new contractor being respondent No.3 w.e.f. 01.05.2025, who is additionally demanding sums of money from the petitioner to be retained in service. In light of the same, it is submitted that the petitioner apprehends termination of service by respondent No.1 during the pendency of the said dispute. Reliance is placed on notice dated 03.04.2025 issued by the Conciliation Officer and it is submitted that a termination of the petitioner's service during the pendency of the industrial dispute would be in violation of the Section 33 of the Act.

4. Indisputably, the dispute between the parties is currently pending before the Conciliation Officer. It is now a settled position in law that a workman's service conditions cannot be altered during the pendency of conciliation proceeding before a Conciliation Officer. A gainful reference is made to the decision of the Supreme Court in Shripal & Anr. v. Nagar Nigam, Ghaziabad, reported as **(2025) SCCOnLine SC 221**, wherein while taking note of Section 6E of the U.P. Industrial Disputes Act, 1947, which is *pari materia* to Section 33 of the Act, it was held that unilateral alteration in



service conditions, including termination, is impermissible during the pendency of industrial dispute unless prior approval is obtained from the appropriate authority.

5. Considering the above facts and the aforesaid legal position, the petition alongwith pending applications is disposed of with the direction that the parties shall maintain *status quo* during the pendency of the proceedings before the Conciliation Officer. Needless to state that the Conciliation Officer may pass the order as it may deem fit in accordance with law.

6. It is made clear that the aforesaid shall remain subject to the outcome of the proceedings before the Labour Commissioner or Labour Court, if so referred.

MANOJ KUMAR OHRI, J

MAY 29, 2025/*PB*