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

+ W.P.(C) 6930/2025, CM APPL. 31381/2025 and
CM APPL. 31382/2025

GBD BOOKS (GENERAL BOOK DEPOT)Petitioner

Through: Mr.Dhan Mohan, Ms.Tanu B. Mishra,
Ms.Tanisha Bhatia, Ms.Nikita Jha and
Mr.Abhishek Pandey, Advocates

versus

GOVT. OF NCT OF DELHI & ANR.Respondents

Through: Mr. Yeeshu Jain, ASC with Ms.Jyoti
Tyagi, Advocate for respondent No.1

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER
21.05.2025

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1. The present writ petition is filed under Article 226 of the Constitution of India, whereby the petitioner seeks setting aside of the impugned award dated 07.08.2024 passed by the Labour Court, District and Addl. Session Judge, POLC-VIII, RADDC, Delhi in LIR No. 315/2023 titled as 'Sh. Deepak Kumar v. M/s GBD Books'. Vide the impugned award, the Court has reinstated the respondent No.2/workman with full back wages in the dispute pertaining to the termination/abandonment of services by the petitioner/management.

2. Pithily put, the facts necessary for adjudication of the present matter are that the respondent No.2/workman joined the services of the petitioner in the capacity of Delivery Boy/Sales Executive/Driver and his last drawn

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salary was Rs. 17,500/- per month. It is the case of the petitioner that on 25.04.2022, the respondent No.2/workman resigned from the services of the petitioner voluntarily and has settled the said matter with the petitioner in a full and final settlement and received a sum of Rs. 27,500/-. However, the respondent No.2/workman filed a claim dated 30.05.2022 before the Conciliation Officer, Office of the Deputy Labour Commissioner, alleging that the management terminated him on 16.04.2022 without any notice. Thereafter, as the matter remained unresolved during conciliation, it was referred to the Labour Court, pursuant to which the impugned award dated 07.08.2024, allowing the claim and reinstating the respondent No.2/workman with full back wages, came to be passed.

3. Learned counsel for the petitioner contends that the Labour Court erred in concluding that respondent No.2's employment was illegally terminated inasmuch as the services of respondent No.2 were never terminated and in fact, he resigned. It is submitted that respondent No.2/workman had been advanced a sum of Rs. 50,000/-, and upon him resigning, a sum of Rs. 27,500/- remained due. It is submitted that upon mutual understanding and at the request of the respondent No.2, the said amount was adjusted in full and final settlement upon his resignation from the petitioner's service on 25.04.2022. It is submitted that subsequently, the respondent No.2 also requested the proprietor of the petitioner to issue an experience certificate as the same was required for a job in another firm and the same was duly issued dated 25.04.2022. As such, it is stated that the respondent No.2 was already working in a multinational company and the claim has been filed only for the purpose of extortion of amount from the petitioner. Lastly, it is also stated that no demand notice was ever served



upon the petitioner/management by the respondent No.2/workman prior to the initiation of the industrial dispute.

4. The scope of interference by the High Courts under Article 226 of the Constitution of India has been delineated by the Hon'ble Supreme Court through a plethora of judgments. In light of the settled law, what this court can adjudicate upon is whether the impugned decision in the present case suffers from any material illegality or error apparent on the face of the record. [Ref: Iswarlal Mohanlal Thakkar v. Paschim Gujarat Vij Company Ltd.¹ and DN Banerjee v. P.R. Mukherjee²]

5. A perusal of the proceedings would show that the employee-employer relationship between the parties is not disputed. The petitioner's case before the Labour Court was that the respondent No.2 resigned and that Rs. 27,500/- was due from Rs. 50,000/- which were loaned to him. Respondent No.2 admitted to having taken the loan, but deposed that the same stood repaid on account of deductions from salary. He further denied resigning from the services, contending that he was prevented from resuming his duties and instead handed over an experience certificate.

6. In order to substantiate its stand that respondent No.2 wilfully resigned from the services, the petitioner/management relies on a "Receipt-cum-Settlement" document which reflects the adjustment of the outstanding Rs. 27,500/- as full and final settlement of accounts of respondent No.2 with the petitioner. However, its execution and his signatures on the same have been denied by the respondent No.2/workman. Moreover, as is evident from the material placed on record, the management's witness, who is the

¹ (2014) 6 SCC 434

² (1952) 2 SCC 619 : AIR 1953 SC 58



proprietor of petitioner, during his cross-examination, deposed that the said document was never prepared in his presence nor he could identify the staff who had prepared it. Furthermore, in relation to the loan and the sum allegedly due, he deposed that no statement of account qua the respondent No.2 was ever maintained which would crystallise the factum of Rs. 27,500/- being due.

7. Additionally, the stand of the petitioner that no demand letter was ever served on the petitioner is also unsubstantiated, particularly in light of the fact that the proprietor of the petitioner in his cross-examination admitted that the address mentioned on the demand notice as well as the postal receipt is correct. While the workman testified before the Labour Court that he has not been gainfully employed since the termination, the management/petitioner failed to rebut the assertion with any cogent material. Even though the initial burden is on the workman to substantiate his unemployment, the employer is required to dispute the same or prove the workman's employment elsewhere in the meantime.

8. As such, it follows that the onus being on the management/petitioner, it failed to bring on record any credible evidence to show that the respondent No.2 wilfully resigned and his services were not terminated by the petitioner/management. The alleged "receipt-cum-settlement" document produced before the Labour court was not proved by the petitioner. As noted above, it was denied by the workman and the only witness produced by the petitioner admitted his absence at the time of its alleged execution or the identity of person who prepared it.

9. In light of the aforesaid facts and circumstances, this Court is of the considered opinion that the Labour Court had therefore, on a proper



appreciation and construction of the material at large, granted reinstatement with full back wages. Thus, I find no grounds to interfere with the impugned award. Accordingly, the present petition is dismissed alongwith the pending applications.

MANOJ KUMAR OHRI, J

MAY 21, 2025

vs