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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **W.P.(C) 7486/2025, CM APPL. 33422/2025, CM APPL. 33423/2025**  
**and CM APPL. 33424/2025**  
**M/S GUPTA SAREE P LTD THROUGH ITS AUTHORIZED**  
**REPRESENTATIVE** .....Petitioner

Through: Mr.Prakash Jindal and Mr.Akash  
Mohan, Advocates

versus

**SH MUKESH BABU** .....Respondent  
Through: None

**CORAM:**  
**HON'BLE MR. JUSTICE MANOJ KUMAR OHRI**

**ORDER**

% **27.05.2025**

1. The present petition has been instituted by the petitioner/management under Article 226 of the Constitution seeking to set aside the award dated 06.01.2024 passed by the learned Labour Court-X, Rouse Avenue Courts, New Delhi in LIR No.2560/19.

2. The facts in nutshell as available on record are that reference was made by the appropriate Government on 05.07.2019, pursuant to which the respondent/workman filed his statement of claim on 16.01.2020, in which he claimed to be employed with the petitioner/management since 19.11.1984 on the post of 'Counter Salesman' where his last drawn salary was Rs.21,000/-. It was further claimed that the service record of the respondent/workman was neat and clean as no complaint was ever made by the petitioner/management against him. While initial employment was with M/s Gupta Brothers, subsequently the name of the management was



changed from M/s Gupta Brothers to Gupta Sarees (P) Ltd. It was further claimed that a loan of Rs.2,00,000/- was taken by him as advance on the occasion of marriage of his daughter and with the annual increase in his salary, the same was repaid. On this account it was further stated that though the increased salary was Rs.21,000/-, in the records of the management, the salary mentioned was only Rs.13,560/- as the differential amount was adjusted towards loan amount. It was also claimed that initially, the respondent/workman was not provided with legal facilities like appointment letter, attendance card, leave, pay slip, annual leave, casual leave, festival leave, etc. however, later an incomplete appointment letter was issued to him. In the year 2018, the management shifted its address. When the workman was asked to put his signatures on salary payment register of 2017-18, he denied to do the same and for which reason his services were terminated on 17.09.2018 without complying with the provisions of 25F of the Industrial Disputes Act. It was also claimed that during the service period, the management had taken his thumb impression and signatures on many blank papers. He issued a demand notice on 08.10.2018, however no reply was received. The respondent/workman filed a complaint before the Conciliation Officer, however the conciliation proceedings remained unsuccessful.

3. A notice of claim statement was issued to the petitioner/management on 16.01.2020, however no written statement came to be filed by the petitioner/management despite multiple opportunities and imposition of costs. Eventually, on 18.04.2022, the right of the petitioner/management to file written statement was closed and it was proceeded *ex parte*.

4. The following issues came to be framed on the basis of reference:-



*“...(i) Whether services of workman Sh. Mukesh Babu, S/o Sh. Kallu Singh have been terminated illegally and/or unjustifiably by the management on 17.09.2018 and if so to what relief is he entitled and what directions are necessary in this respect?...  
OPW  
(ii) Relief...”*

5. The respondent/workman has examined himself as WW-1 and tendered his evidence by way of affidavit as well as amended affidavit (Ex.WW1/A). At that time, an application was also filed by the workman for production of his service record from the management. The said application was allowed and the requisite record was summoned. One *Nikhil Gupta*, the Director of the management appeared and cited medical reasons for not complying with the orders. The matter was adjourned to 14.07.2023 and then to 04.09.2023, on which date Mr. *Nikhil Gupta* appeared and filed reply to the notice issued wherein it was admitted that the workman was employed with *Gupta Saree Pvt. Ltd.* since 01.05.1988 to 24.04.2018. It was claimed that the workman himself abandoned the job on account of change of address of the management. It was further stated that despite the management asking the workman to join the services, he failed to comply with the same. It was also stated that the loan of Rs. 2,00,000/- taken by the workman remained unpaid. It was admitted that the salary of the workman was increased from Rs.15,000/- to Rs.21,000/- on 01.04.2013.

6. On conclusion of the proceedings, vide the impugned award, the workman was granted Rs.5 lacs as lumpsum compensation.

7. Before this Court, learned counsel for the petitioner/management contended that the impugned award is based on incorrect calculations as



well as it is not taking into account the factum of unpaid loan of Rs.2 lacs. In this regard, it is worth-noting that the workman in his statement of claim has given details as to how the loan of Rs.2 lacs was adjusted by the management from his salary and bonus. The workman in his evidence also reiterated the same. His evidence has remained unrebutted as the management had failed to cross-examine the workman despite being aware of the pendency of the proceedings. In fact, the petitioner/management did not even seek setting aside of the *ex parte* order. The stand of the workman thus remained unrebutted.

8. Insofar as the petitioner's contention that while computing the amount of compensation, the learned Labour Court has granted excess amount is concerned, it is noted that the lumpsum compensation awarded to the workman is on two counts i.e. compensation as well as cost of litigation.

9. No other ground has been urged before this Court by the petitioner. For all of the aforementioned reasons, I find no infirmity or perversity in the impugned order. Consequently, the present petition is dismissed along with pending applications.

10. No costs.

**MANOJ KUMAR OHRI, J**

**MAY 27, 2025/rd**