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

Date of Decision: 24th November, 2025

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+ LPA 783/2023

NTPC LTD

.....Appellant

Through: Mr. Puneet Taneja, Sr. Adv. with Mr. Manmohan Singh Narula, Mr Amit Yadav and Mr. Anil Kumar, Advs.

versus

SH SURAJPAL SINGH

.....Respondent

Through: Respondent in person.

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+ LPA 77/2024

SURAJPAL SINGH

.....Appellant

Through: Appellant in person.

versus

THE GENERAL MANAGER

.....Respondent

Through: Mr. Puneet Taneja, Sr. Adv. with Mr. Manmohan Singh Narula, Mr Amit Yadav and Mr. Anil Kumar, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH MEHTA

HON'BLE MR. JUSTICE VIMAL KUMAR YADAV

ORDER (ORAL)

DINESH MEHTA, J.

LPA 783/2023

1. The instant appeal is directed against the judgment and order dated



12.10.2023 passed by the learned Single Judge in the writ petition which was filed by the appellant-corporation, challenging the award of the Central Government Industrial Tribunal cum Labour Court- II, Delhi (hereinafter referred to as the 'Tribunal') dated 13.08.2019, whereby the Tribunal has allowed the reference and directed the respondent therein (appellant-corporation herein) to pay a lump sum of Rs. 3,00,000/- to the claimant.

2. The facts which have led the appellant to approach this Court are that the appellant-corporation had given contract to various agencies for supply of manpower at its plant at Dadri. It has been asserted that the respondent-workman had worked at the place of the appellant through those contractors who changed from time to time. While maintaining that there was no privity of contract between the appellant and the respondent workman, learned counsel for the appellant-corporation submitted that the facts alleged and claimed by the respondent- claimant never indicated that he was ever engaged by the appellant.

3. Apprising the Court about the backdrop of the case, learned counsel submitted that the respondent-claimant claimed himself to have been engaged by the management of NTPC as a pump operator on 10.07.1989 and that he continuously worked till 18.04.1993.

4. The respondent-claimant firstly filed a writ petition before the Allahabad High Court being W.P.(C) No. 3919/1993, challenging his termination when he was disengaged by his contractor. When the said writ petition was dismissed, he preferred an intra-court appeal, which was disposed of by the Division Bench of the Allahabad High Court giving him a liberty to avail remedies in accordance with law.



5. Once his appeal was disposed of by the Allahabad High Court vide order dated 12.01.2011, the respondent raised an industrial dispute and approached the Central Government, for redressal of his grievance, which by way of order dated 22.07.2013, passed by Ministry of Labour / Shram Mantralaya made the following reference to Central Government Industrial Tribunal-II:

“Whether the action of the management of NTPC in terminating the services of Shri Surja Pal Singh, Pump Operator w.e.f. 18-4-1993 without complying of provisions of Section 25 F,G,H of Industrial Disputes Act, 1947 is unjustified & illegal ? To what relief the workman is entitled to?”

6. Before the Tribunal, the respondent filed a claim petition *inter-alia* asserting that he was engaged by the Corporation for the purpose of operating the pump and he had been retrenched abruptly without following the provisions of Section 25F and other relevant provisions of the Industrial Disputes Act 1947 (hereinafter referred to as ‘Act of 1947’).

7. The appellant filed a reply to the claim so filed by the claimant, while clearly asserting that there was no privity of contract between the Corporation and the claimant and his services were availed by agencies to which the appellant-corporation had given contract for supply of manpower from time to time.

8. It was asserted that the engagement of the claimant was by the contractors namely Alankar Nursery & Farms; BCC Developers and Promoters Pvt. Ltd. & Rama Electrical Works and therefore, if any, breach had been made, the same was made by the Contractor Alankar Nursery & Farms. A specific plea was taken that the claimant ought to have proceeded



against said contractor, if he alleged that any breach of provisions of the Act of 1947 had been made.

9. It was specifically averred by the appellant-Corporation that since there was no privity of contract between the corporation and the claimant, he could not claim any relief from the corporation and that the services rendered by the claimant from time to time, were purely as a part of the composite contract, which was given to the contractor / placement agencies.

10. On the basis of pleadings of the parties, the following issues were framed by the Labour Court, which are reproduced hereinafter:

“1) Whether the action of the Management of NTPC, Dadri, in termination the services of Shri. Suraj Pal Singh, Pump Operator w.e.f. 18/4/1993 without complying of provisions of Section 25 F, G, & H of Industrial Disputes Act, 1947 is unjustified and illegal? If so, its effect?

2) Whether relationship of employer and employee exists between respondent and workman? If so, its effect?

3) To what relief the workman is entitled to?”

11. The claimant filed his affidavit and during his cross examination, the corporation asked various questions *qua* which the claimant answered that he was recruited by General Manager Mr. Narula and also that no vacancies were published against the post for which he was recruited though he admitted that neither any interview letter nor any written appointment order was issued to him, but nevertheless asserted that during his engagement, the management of the appellant-corporation obtained his signature on the log book.

12. Pursuant to a question put to him by the corporation, the claimant



denied the ignorance about the fact that who had paid him salary. He also denied the knowledge of the fact that the corporation issued him a salary slip.

13. During the course of cross examination, the claimant in a way accepted the fact that he had mentioned name of Rama Electrical Works as a contractor, which was mentioned in the writ petition as well, that he had filed before the Allahabad High Court. It is noteworthy that the claimant did not produce copy of the aforesaid writ petition before the Labour Court, in spite of time being sought for such purpose.

14. The claimant also failed to produce any proof indicating that the corporation has paid him salary, though he had denied the suggestion that he had worked through the contractor BCC Developers & Promoters as a watchman. While denying the suggestion put by the corporation that he was never employed by the corporation, he contended that he had completed more than 240 days in each calendar year. He also denied the factum of being gainfully employed after 1993.

15. On behalf of the respondent-corporation, Mr. Umender Singh, manager of service provider / contractor namely Alankar Nursery & Farms was produced, who deposed before the tribunal that he was Manager of the said service provider/firm, which was owned by his uncle Mr. Dharamveer Singh and that the claimant was under his contract and worked for about 3-4 months w.e.f., 01.01.1993.

16. Various documents were produced by the claimant namely including an identity card and a certificate issued by the manager of the corporation indicating therein that the claimant had worked as a pump operator and that



the claimant had operated NTPC pump in shift B.

17. On the basis of the oral and ocular evidence, the Tribunal held the respondent-claimant was employed by the appellant-NTPC and found that he had been retrenched without compliance of the provisions contained in Section 25 F of the Act of 1947 and his retrenchment was illegal. The tribunal however, awarded a lump-sum compensation of Rs. 3,00,000/- instead of granting reinstatement, as a substantial period has passed since when the claimant was retrenched.

18. Feeling aggrieved of the aforesaid award, the appellant preferred the writ petition under Article 226/227 of the Constitution of India in W.P. (C) No. 3592/2020, which came to be rejected by the learned Single Judge *vide* judgment dated 12.10.2023. While rejecting the writ petition filed by the appellant, learned Single Judge has essentially held that the scope of interference against the findings of the Trial Court under Article 226 of the Constitution of India, is very limited.

19. Having observed so, learned Single Judge has also given a finding on the merits of the case by observing that the respondent-claimant was a workmen with the corporation. In relation to the salary slip, both the Tribunal as well as the learned Single Judge held that since the claimant was not a regular employee, salary slip could not have been issued to the claimant. Learned Single Judge has also found that the appellant-corporation had failed to prove that it had complied with the provisions of Section 25F of the Act of 1947, and affirmed the award passed by the Labour Court.

20. Mr. Puneet Taneja, learned counsel appearing for the appellant submitted that the Tribunal has seriously erred in allowing the claim so filed



by the respondent and in recording a finding that the respondent-claimant was employed by the corporation.

21. While inviting Court's attention towards the reply filed before the Labour Court, their affidavit, and evidence of one of his employee, learned counsel argued that both the claimant and the corporation had filed their affidavits, wherein the claimant had asserted that he worked with NTPC while the corporation asserted that he was not engaged by the corporation and asserted that they had worked through a placement agency/contractor.

22. He submitted that in such case, the Tribunal was supposed to take into account the nature of engagement, so also the question put to the claimant about the nature of engagement and the testimony of the MW-1, the site manager of Alankar Nursery & Farms, who had clearly stated that the claimant was his employee and had worked with his (service provider) firm.

23. Learned counsel took the Court through the memo of parties of writ petition filed by the claimant before the Allahabad High Court and pointed out that according to the respondent's own assertion, he had worked through three contractors. He argued that simply because he had worked at the premises/site of the corporation, he cannot be treated to have been engaged by the corporation.

24. Learned counsel vehemently submitted that the Tribunal has seriously erred in drawing a conclusion that respondent-claimant was engaged by the corporation. He argued that saddling the liability of purported illegal retrenchment upon the corporation without there being any privity of contract between the appellant and the respondent-claimant is untenable in law. He submitted that neither the Tribunal nor the writ court considered a



vital aspect of the matter that the claimant had filed his claim intentionally without impleading the contractor as a party with whom he was engaged.

25. In relation to the identity card which was produced by the claimant before the Labour Court, learned counsel for the appellant pointed out that firstly, the photograph is not clear and it cannot be said that whether it relates to the claimant or not and secondly, the same had been issued by the Principal of Kendriya Vidyalaya and therefore, on the basis of such identity card, the Labour Court had wrongly accepted the version of the claimant.

26. In relation to the certificate, learned counsel submitted that a perusal of the same shows that some officer of the corporation had issued such certificate to show that the respondent-claimant had worked at its pump for the period mentioned therein. He further argued that the expression (“the claimant had worked at its pump, in shift-B), cannot be construed to mean that the claimant had worked as a pump operator, as an employee of the corporation.

27. In relation to the application for leave, written by the applicant, learned counsel submitted that a printed writing pad of the Corporation had been used by the claimant, but on this count, the respondent could not have been treated to be an employee of the Corporation.

28. While asserting that such writing pads are easily accessible to all, learned counsel argued that relying upon such a certificate in order to hold that the claimant is an ad-hoc employee of the Corporation, is illegal. Learned counsel having said so, submitted that the finding arrived at by the Tribunal are perverse and the appreciation of evidence too, is unsustainable.

29. Mr. Taneja argued that since the claimant had failed to bring on



record any documentary evidence such as a contract with the Corporation or any pay-slip, etc., his bald assertion that he had worked with the Corporation could not have been accepted, more particularly, in view of the reply to the claimant and the evidence in defence, adduced by it.

30. Learned counsel further argued that learned Single Judge has seriously erred in rejecting the appellant's writ petition, on one hand, by observing that the scope of interference of the High Court in writ jurisdiction, is very limited, and on the other hand affirming the finding of employer-employee relationship between the appellant and respondent. He added that it is settled position of law that the High Court can interfere in its supervisory jurisdiction if the findings of the Tribunal are perverse or contrary to the evidence as principles of law.

31. Mr. Taneja further argued that learned Single Judge has also erred in observing that once the workman has asserted that he had worked for more than 240 days, his burden stood discharged. He also contended that learned Single Judge has also erred in observing that in case of contractual employee or daily wagers, usually there is no proof of appointment or salary slip and therefore, an adverse inference can be drawn against the management consequent to the non-production of documents.

32. Learned counsel submitted that simply because the claimant had asserted that he had worked for more than 240 days, an inference can be drawn when the crucial fact is disputed that the workman had not worked with the corporation, but had worked through a contractor or placement agency.

33. He lastly argued that learned Single Judge has failed to exercise the



jurisdiction vested in him under Article 227 of the Constitution of India and therefore, the order impugned is liable to be quashed and set aside.

34. Considering that the claimant himself was representing his case, we offered if he wants any service of a lawyer from legal aid, but he categorically refused and hence, we decided to hear the claimant.

35. Heard, learned counsel for the parties and perused the material on record.

36. The claimant present in person contended that he had worked at the instructions of the officers of the corporation and even his leave etc was granted by the corporation. He argued that the Tribunal has erred in awarding a paltry amount of Rs. 3,00,000/- whereas he ought to have been reinstated. He added that he is entitled to get full back wages for the period during which he would have served the corporation.

37. Going through the replies of the claim petition filed by the corporation, the cross examination of the claimant and the testimony of MW1 Mr. Umender Singh, manager of Alankar Nursery & Farms, we are of the view that the corporation had aptly proved that the workman had not worked with the corporation and the respondent was engaged by the contractors from time to time.

38. In this regard, the claimant's own admission in the writ petition, which he had filed before the Allahabad High Court, is very relevant. It will not be out of place to reproduce the relevant paragraph from the aforesaid writ petition :-

"That the petitioner was initially recruited as a casual daily rated pump operator on 10th July 1989 and was posted in the pump house of the respondent No.1 to work under their contractor Rama Electric Works".



39. We are of the considered view that in the face of aforesaid assertions made by none other than the claimant himself, and MW1 Omender Singh, the manager of the contractor, it is writ large that the claimant had worked through placement agencies, who had been awarded contract for supply of workforce, from time to time.

40. We find that the Tribunal as well as learned Single Judge have failed to take into account the subtle distinction between the fact that the respondent-claimant had worked as a pump operator at Dadri plant of the appellant-corporation, however, not with the corporation “working in a plant of the corporation and working with a corporation are two entirely different connotations”. Merely because someone works in the factory or specific premises of an employer, does not *ipso facto* mean that he has worked with the said employer.

41. The claimant had produced documents Ex.WW1/1 to Ex.WW1/19 before the Tribunal. The documentary evidence has been considered and discussed as infra:

“12- This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein. In this respect, it is appropriate to refer to the affidavit ExWW1/A of the claimant. It is clear from the perusal of the affidavit ExWW1/A that it is in consonance with the pleadings i.e. statement of claim filed by the claimant. He has filed on record a number of documents viz. copies of Log Book register as Mark-A to J, performance certificates and identity card issued by the Principal of Kendriya Vidyalaya NTPC as Ex.WW1/1, Ex.WW1/2 and Ex.WW1/5 respectively; copy of the identity card; request letter dated 6/4/92 issued by Shri P.N. Dhyani to Security Staff for permission to the claimant./Workman to carry Jerry Cane of



Sodium H/Chloride from T/S office to Pump House as Ex.WW1/3; copy of leave application {Ex.WW1/4} which the workman had addressed to the Supervisor, Water Supply & Maintenance, NTPC for grant of leave from 20/7/92 to 28/7/92 for (Kaanwar) visiting to Haridwar etc. etc. In cross examination, he explained that he was recruited by Shri G.M. (General Manager) Narula whom he had met through his father in law and his interview as taken on 3/7/90 and he was ordered to join duty on 10/7/90. He admitted that vacancies were not published against which he was recruited. Neither any interview letter nor any appointment letter was issued to him. He volunteered that during his service, the Management had obtained his signatures on log book. He admitted having no written proof that he was paid salary by NTPC. He also admitted having filed a writ petition bearing No.391D of 1993 before Allahabad High Court copy of which is Ex.WW1/M-1. He denied the suggestion that he was working as contractual worker w.e.f. 10/7/89 to 13/8/1991 with M/s Rana Electrical Works and that w.e.f. 14/8/1991 to 31/12/1992 he was working with contractor/s M/s BCC Developers and Promoters Pvt. Ltd. as watchman cum Operator. He has been cross examined at length but nothing incriminatory came out to shake his testimony.”

42. We have gone through these documents, and are of the considered view that the logbook and other documents are evident and are pointer of the fact that the claimant had worked in the premises of Corporation, but there is no evidence, which shows that there existed an employer-employee relationship between the Corporation and the claimant.

43. The claimant's affidavit in evidence, if read with the cross examination, does not establish that the claimant had worked with the Corporation. As against this, if the affidavit MW-2, Nikesh Kumar, Sr. Manager, HR and MW-1, the manager of the contractor are taken into account, a safe conclusion can be drawn that the claimant was not an employee of the Corporation, maybe he had worked at the pump of the



Corporation or at any other place.

44. In view of the reasons forgoing, we are of the view that the impugned award dated 13.08.2019, passed by the Labour Court and the order of learned Single Judge dated 12.10.2023, are contrary to law and evidence, available on record. They are liable to be quashed and set aside, which we hereby do.

45. The appeal succeeds as indicated above. The FDR or amount of Rs. 3 lakhs, which the appellant corporation had deposited in the Registry of this Court in fixed deposit, be returned back to the Corporation after 31.03.2026.

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46. The present appeal has been filed by the claimant seeking his reinstatement.

47. Since we have held that the appellant - claimant was not an employee of the corporation and he was engaged by a contractor who is/was not a party and said award of the Labour Court itself has been set aside, there remains no reason to consider the employee's appeal relating to reinstatement. The instant appeal too is rejected in light of the detailed order, which we have passed in Letters Patent Appeal No. 783/2023.

48. No order as to costs.

DINESH MEHTA, J

VIMAL KUMAR YADAV, J

NOVEMBER 24, 2025/hk