

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

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CWP-18483-2014

Date of Decision : May 05, 2026

BALBIR SINGH DHILLON

-PETITIONER

V/S

PUNJABI TRIBUNE AND ORS.

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Ms. Anamika Sheoran, Advocate
for the petitioner.

Mr. Manu K. Bhandari, Advocate, with
Mr. Rohit Kataria, Advocate, and
Mr. Arjun Sawhni, Advocate
for the respondents No.1 to 4.

KULDEEP TIWARI, J. (ORAL)

1. The instant writ petition is directed against the award dated 23.05.2013 passed by the Industrial Tribunal, Bathinda, whereby the reference has been answered against the petitioner/workman by returning a finding that no relationship of employer and employee existed between the petitioner and respondents No.1 to 4/management.

2. Learned counsel appearing for the petitioner, while drawing the attention of this Court to the letter dated 27.04.1987 (Annexure P-1), and various communications issued by the management wherein the petitioner has been described as a "Press Correspondent", contends that the existence of an employer-employee relationship stood duly established. It is submitted that the petitioner was engaged for supplying news items to Punjabi Tribune, Chandigarh vide letter dated 27.04.1987 and was subsequently included in the list of Active Stringers vide letter dated 27.08.1987. It is

further argued that, apart from fixed remuneration, the petitioner was also paid additional remuneration in recognition of the good services rendered by him.

3. Proceeding further, learned counsel for the petitioner submits that the petitioner worked as a Correspondent/Reporter and continued to supply news items from Bathinda until his services were terminated w.e.f. 15.09.2002 without compliance with the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as “the I.D. Act”). It is contended that neither any charge-sheet nor any notice was ever served upon the petitioner and, therefore, the order of termination is illegal. It is argued that the Industrial Tribunal failed to appreciate the material evidence in its proper perspective and erroneously concluded that the petitioner had merely been authorized to send news items, which did not give rise to any employer-employee relationship.

4. *Per contra*, learned counsel for the respondents No.1 to 4 defends the impugned award and submits that the same suffers from neither illegality nor perversity so as to warrant interference. It is contended that there is not even a scintilla of evidence on record to establish the existence of an employer-employee relationship and, therefore, the findings recorded by the Industrial Tribunal are fully justified.

5. This Court has heard learned counsel for the parties and perused the record. Before advertng to the rival submissions, it is apposite to briefly capture the relevant factual matrix.

6. The petitioner raised an industrial dispute challenging the legality of his termination on the ground that the provisions of Section 25-F

of the I.D. Act had been violated, as his services were terminated without conducting any inquiry or issuing any charge-sheet. In response, the respondents No.1 to 4 filed written statement specifically disputing the existence of any employer-employee relationship. Upon appreciation of the evidence adduced by the respective parties, the Industrial Tribunal answered the reference against the workman by holding that no employer-employee relationship existed. Aggrieved against the said findings, the petitioner has invoked the writ jurisdiction of this Court assailing the impugned award.

7. For the reasons assigned hereinafter, this Court finds no merit in the instant writ petition.

8. The reliance placed by learned counsel for the petitioner upon the letter dated 27.04.1987 (Annexure P-1) and other communications issued by the management does not support the case of the petitioner. A careful reading of the letter dated 27.04.1987 reveals that the same merely authorized the petitioner to supply news items w.e.f. 01.05.1987 on a purely contractual basis, subject to specified terms and conditions, one of which stipulated that he shall be paid only for the published material @ Rs. 25/- only per column. The relevant extract of the letter dated 27.04.1987 reads as under:-

“Year are hereby authorized to supply as the news items from May 1, 1987 on purely contractual basis with the following terms and conditions:-

- 1. You will, in no case, deemed to be an employee of any category of the Tribune Trust.*
- 2. The publications of any material sent by you will be at our discretion. You will be paid only for the published material at the rate of Rs.25/- only per column. The Tribune Trust will have the right to use any of your material in all the Tribune Publications.*

3. For published Features and Photographs you will be paid as per the rules variable from time to time.

4. In case your work is not found to be satisfactory, this authority can be withdrawn any time, after giving fifteen days notice.

5. The Tribune Trust will not entertain your claims, if any, out of the purview of the authorization.”

9. Insofar as the communications issued by the management describing the petitioner as a “Press Correspondent” are concerned, the same, by themselves, do not elevate his status from that of a person authorized to supply news items to that of a Press Correspondent, particularly when the petitioner did not possess the requisite qualifications for appointment as a Journalist or Correspondent.

10. Furthermore, although the petitioner was included in the list of Active Stringers vide letter dated 27.08.1987, the said letter merely granted him an incentive of ₹100/- per month as retainer, in addition to the computed column rate payment. There is no material available on record to demonstrate that the petitioner was employed by the respondents No.1 to 4 on a monthly basis with fixed salary. Learned counsel for the petitioner has also been unable to point out any evidence which may persuade this Court to take a view different from the one arrived at by the Industrial Tribunal.

11. Consequently, finding no infirmity in the impugned award, the same is hereby upheld and the **instant writ petition stands dismissed.**

May 05, 2026
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(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No