

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

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CWP-27165-2013

Date of Decision : February 17, 2026

**EXECUTIVE ENGINEER, LIFT WATER SERVICES,
MECHANICAL DIVISION, BHIWANI**

-PETITIONER

V/S

SATPAL AND ANR.

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Bhupender Singh, Addl. A.G., Haryana
for the petitioner.

Ms. Preeti Singh, Advocate (Through V.C.) with
Ms. Sandhya Saini, Advocate
for the respondent No.1.

KULDEEP TIWARI, J. (ORAL)

1. Through the instant writ petition, the petitioner/management assails the award dated 20.07.2012 passed by the Industrial Tribunal, Hisar, whereby the reference was answered in favour of the respondent No.1/ workman and the management was directed to reinstate him in service with immediate effect. However, no other relief, including back wages, was granted in view of the principle of “no work, no pay”.

2. Succinctly stated; the workman raised an industrial dispute by serving a demand notice/claim statement, asserting that he was engaged as a Sweeper by the management in July 2003 on monthly wages. He claimed to have worked continuously up to 14.02.2008 and alleged that when he reported for duty on 15.02.2008, he was not permitted to resume work and was orally informed that his services were no longer required. It was thus

contended that the termination of his services was effected in blatant violation of Sections 25-N, 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 (hereinafter referred to as “the I.D. Act”), entitling him to reinstatement with full back wages and consequential benefits.

3. The management, in its written statement, denied the averments of continuous engagement since July 2003. It was pleaded that the workman was engaged only on a part-time, contractual basis, for the periods 01.10.2007 to 31.10.2007, 01.11.2007 to 30.11.2007 and 01.01.2008 to 31.01.2008. It was further asserted that he did not report for duty after 31.01.2008 and had voluntarily abandoned his employment.

4. Upon appreciation of the pleadings and evidence led by the parties, the Industrial Tribunal drew the impugned award, holding that (i) the workman had indeed been engaged by the management; (ii) a relationship of master and servant existed between the parties; and (iii) the termination of his services was in violation of Sections 25-F and 25-H of the I.D. Act.

5. Learned counsel for the management reiterates the submissions advanced before the Industrial Tribunal, contending that the workman was engaged merely on an hourly and contractual basis, and that too not against any sanctioned post, and he had voluntarily abandoned the job. No other argument has been raised.

6. *Per contra*, learned counsel for the workman submits that an identical issue had arisen before a Co-ordinate Bench of this Court in CWP-25587-2017, wherein the management had challenged an award directing reinstatement. The said writ petition was dismissed vide order dated

10.07.2024 and the award was upheld.

7. It is further contended that the findings recorded by the Industrial Tribunal are pure findings of fact and do not warrant interference, particularly in the absence of any perversity having been demonstrated by the management. It is submitted that the Industrial Tribunal rightly concluded that the workman remained in continuous service from 23.07.2004 to 31.01.2008, and his termination was in breach of Sections 25-F and 25-H of the I.D. Act. In the absence of any patent illegality or perversity in the impugned award, the instant writ petition is liable to be dismissed.

8. This Court has heard learned counsel for the parties and has also perused the material available on record.

9. It is apposite to note, at this juncture, that the operation of the impugned award was stayed by this Court vide order dated 11.12.2013, subject to compliance with Section 17-B of the I.D. Act. Learned counsel for the management has placed on record an affidavit dated 13.01.2026, stating that wages up to 30.11.2025 have been paid to the workman in compliance with Section 17-B.

10. On a careful consideration of the impugned award, relevant paragraphs whereof are extracted hereinafter, this Court finds that the Industrial Tribunal has recorded well-reasoned findings upon due appreciation of oral and documentary evidence. Moreover, learned counsel for the management has been unable to point out any material infirmity or perversity in the reasoning or conclusions drawn by the Industrial Tribunal.

“14. Having been arrived at conclusion that the petitioner remained in continuous employment of the respondent for the period from

23.07.2004 to 31.01.2008, the next question which arises for determination whether while terminating the services of the petitioner provisions contained under Section 25-F of the Act were complied with or not. The answer to this question is in negative because at the time of terminating the services of the petitioner he was neither given one month's notice mentioning the reasons for retrenchment nor was paid wages in lieu of notice period nor compensation as provided under said Section. Therefore, the termination of the services of the petitioner is held not in order and bad in the eyes of law for violation of provisions contained in Section 25-F of the Act.

15. The petitioner has also claimed violation of provisions contained under Sections 25-G and 25-H of the Act submitting that while terminating his services employees junior to him were retained and thereafter new recruitment to the post was made without affording him an opportunity of re-employment, but he did not lead any evidence to prove the violation of provisions contained under Section 25-G of the Act. However, the violation of provisions contained under Section 25-H of the Act is proved from the evidence on the file. Sh. O.P. Sharma Sub Divisional Officer who is examined by the respondent as MW1 has admitted in his cross-examination that in place of the petitioner a new worker was employed as Sweeper on part-time basis and said worker was still in the employment of the respondent.

16. Section 25H says that where workmen are retrenched, and the employer proposes to take into his employment any persons, he shall in such manner as may be prescribed give an opportunity to the retrenched workmen who are citizen of India to offer them for re-employment and such retrenched workmen who offer themselves for re-employment shall have preference over other persons. To attract the provisions of said Section it is not necessary that the workman must have completed one year of service as is required to claim the benefit of provisions contained in Section 25F of the Act. Even the Workman having one day employment can seek the benefit of said provision. Therefore, while employing a new person, an opportunity of re-employment was required to be afforded to the petitioner but

no such opportunity was provided to him. Therefore violation of provisions contained under Section 25-H of the Act is proved.

17. The next question which needs adjudication is as to what relief the petitioner is entitled to for violation of provisions contained under Sections 25-F and 25-H of the Act. Had it been a simple case of violation of provisions contained in Section 25-F of the Act, the court would have awarded only compensation to the petitioner on the ground that since his appointment was de hors of the rules, he was not entitled to relief of reinstatement and in the circumstances of the case compensation was the appropriate relief; but since the provisions contained under Section 25-H of the Act had also been violated, I am of the view that the petitioner is entitled to relief of reinstatement but he is not entitled to back wages of the period he remained out of service as he did not work during said period. This issue is answered accordingly.”

11. In summa, the instant writ petition, being devoid of merit, is dismissed.

February 17, 2026
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(KULDEEP TIWARI)
JUDGE

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