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

% Date of Decision: 05.10.2026

\# **CNR No. DLHC010356382019**

\+ **W.P.(C) 9499/2019 and CM APPL. 53795/2026**

M/S ARC SECURITY SOLUTIONS PVT. LTD. .....Petitioner
Through: Mr. Gurbaksh Singh, Advocate
versus
PRABHAT SHEKHAR PRASAD SINHA .....Respondent
Through: Mr. Ravindra S. Garia, Advocate

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

JUDGMENT (ORAL)

CM APPL. 53795/2026 (Directions to the respondent to place on record his employment)

1. In view of the fact that the present petition itself has been taken up for consideration, this application has become infructuous.

2. Accordingly, the application is disposed of.

W.P.(C) 9499/2019

1. By way of the present petition, the petitioner/management assails the Award dated 15.09.2018 passed by the learned Labour Court in ID No.1757/2016, whereby the respondent/workman was held entitled to reinstatement with full back wages, continuity of service and consequential benefits.

2. The respondent's case before the learned Labour Court was that he had been working with the petitioner since 20.06.2007 as a Head Security Guard at a monthly salary of Rs.8,000/-. He claimed that after proceeding on medical leave from 03.04.2012 to 10.05.2012, he

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reported for duty on 11.05.2012 upon obtaining a fitness certificate, but was not permitted to resume work. He thereafter raised an industrial dispute and, pursuant to the conciliation proceedings, was reinstated with effect from 15.12.2012. According to the respondent, he continued to work thereafter until 22.03.2013, when his services were again terminated. The petitioner, on the other hand, disputed the aforesaid claim and contended that the respondent had voluntarily left its employment. In support thereof, reliance was placed, *inter alia*, on the resignation letter dated 10.12.2011, voucher and full and final settlement receipt dated 12.05.2012, posting/movement order dated 13.12.2012 and salary voucher dated 22.04.2013.

3. Learned counsel for the petitioner contended that the learned Labour Court erred in rejecting the petitioner's case of voluntary cessation of employment and failed to appreciate the documents placed on record, including the resignation letter, the full and final settlement receipt and the salary voucher. It was submitted that these documents, read with the evidence of the management's witness, established that the respondent had voluntarily left the petitioner's employment.

4. Learned counsel for the respondent, on the other hand, supported the impugned Award and submitted that the findings returned by the learned Labour Court are based on a proper appreciation of the material on record and do not warrant interference by this Court. It was, however, submitted that the respondent is presently 69 years of age and has been pursuing the present litigation for a considerable period since the termination of his services, without

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having received any compensation in the meantime.

5. Having considered the material on record, this Court finds no ground to interfere with the finding of the learned Labour Court. The court rightly rejected the petitioner's plea that the respondent had voluntarily resigned from or abandoned the services on 22.03.2013 as the petitioner had failed to establish the alleged resignation/abandonment and that the respondent had not voluntarily severed the employer-employee relationship. This Court concurs with Labour Court to hold the termination to be illegal.

6. Also to bear in mind that the learned Labour Court is a fact-finding authority and this Court, while exercising jurisdiction under Articles 226 and 227 of the Constitution, does not sit as an appellate court over such findings and would not ordinarily reappreciate the evidence or substitute its own view for that of the learned Labour Court. No perversity or error of law warranting interference has been demonstrated. Reference may be made to *Syed Yakoob v. K.S. Radhakrishnan*[1].

7. The question of the relief to be granted, however, requires consideration in the circumstances prevailing today. The respondent's services came to an end on 22.03.2013 and more than thirteen years have elapsed since then. The Award was rendered on 15.09.2018 and nearly eight years have elapsed thereafter. Further, the respondent has stated his age to be about 69 years. In these circumstances, notwithstanding the finding of illegal termination, directing reinstatement at this stage would not be an efficacious relief,

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particularly having regard to the long passage of time and the respondent's present age. The relief, therefore, warrants reconsideration and is required to be moulded appropriately in the facts of the present case.

8. In view of the aforesaid facts and circumstances, while the finding of the learned Labour Court with regard to the illegal termination of the respondent is maintained, the relief granted under the impugned Award is modified. The respondent shall be paid Rs.6,00,000/- as monetary compensation in lieu of reinstatement, full back wages, continuity of service and consequential benefits.

9. The amount of Rs.3,00,000/- lying deposited before the Registry, along with the interest accrued thereon, if any, may be released to the respondent. The remaining amount of Rs.3,00,000/- shall be paid to the respondent within a period of four weeks. In case of failure to make the payment within the aforesaid period, the said amount shall carry interest at the rate of 9% per annum from the expiry of the said period until realization.

10. The interim order dated 13.09.2019 stands vacated.

11. The impugned Award stands modified in the above terms.

12. The present petition is accordingly disposed of.

(MANOJ KUMAR OHRI)
JUDGE

OCTOBER 5, 2026/na

[1] AIR 1964 SC 477

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