



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

205

**CWP-9595-2000 (O&M)  
Decided on :25.07.2025**

ABHAY SINGH

..Petitioner

Versus

STATE TRANSPORT COMMISSIONER &amp; ORS

... Respondents

**CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI**

PRESENT: Mr. R. D. Yadav, Advocate for the petitioner.

Mr. Saurabh Girdhar, AAG, Haryana.

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**HARSIMRAN SINGH SETHI, J. (Oral)**

1.. In the present petition, the challenge is to the impugned award dated 23.11.1995 (Annexure P-1), by which, the claim of the petitioner-workman that the petitioner has completed 240 days in service in 12 months prior to the date of termination of his services, and his services were terminated by the respondents-department by violating the provisions of the Section 25-F of the Industrial Disputes Act, 1947 (herein after referred to as '1947 Act') has not been accepted by the labour Court despite the fact that no retrenchment compensation was given to the petitioner.

2. Learned counsel for the petitioner argues that the details of the working of the petitioner have been given in the paragraph No. 2 of the impugned award and thereafter, the same have also been considered in Paragraph No. 11 of the award, which clearly shows that the total period for



which the petitioner has worked the respondents-department is more than 240 days and hence, provisions of Section 25-F of 1947 Act was liable to be complied with by the respondents and as there was no compliance of the same, the Tribunal should have allow the claim of the petitioner rather than rejecting the same on the ground that there is no continuous employment of 240 days prior to the date of termination of the services of the petitioner.

3. Learned counsel for the respondents argues that the present case is of a tenure appointment upto a particular date and there in no order of termination and the claim of the petitioner is covered under Section 2 (oo) (bb) of the 1947 Act as the services of the petitioner came to an end due to non-extension of the contract further hence, the claim of the petitioner that provisions of Section 25-F of the 1947 Act is applicable, is incorrect, and the award passed by the labour Court is perfectly valid as there is no violation of the provisions of 1947 Act.

4. I have heard learned counsel for the parties and have gone through the case file with their able assistance.

5. A bare perusal of the averment made in paragraph No. 2 & 11 would show that the petitioner was being appointed for a period of 03 months and his services came to end automatically on the expiry of the three months. Though, some time the appointment was extended, but ultimately, due to non-extension of contract, the period of service for which the petitioner was appointed came to an end. Said fact has gone unrebutted

6. Now the issue which needs to be adjudicated is whether the termination of the service of the petitioner will amount to retrenchment so as to covered under 25F of the 1947 Act or will be covered under Section 2 (oo) (bb) of the 1947 Act.



7. For better understanding, the Section 25-F the 1947 Act is reproduced as under-

*“Section 25F-Conditions precedent to retrenchment of workmen*

*[25F. Conditions precedent to retrenchment of workmen.--No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until--*

*(a) the workman has been given one months notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*

*(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 3[for every completed year of continuous service] or any part thereof in excess of six months; and*

*(c) notice in the prescribed manner is served on the appropriate Government 4[or such authority as may be specified by the appropriate Government by notification in the Official Gazette].”*

8. Further the Section 2 (oo) defines the retrenchment and Section 2(oo) (bb) defines where the termination of the services of an employee will not amount to retrenchment. For better understanding, the Section 2 (oo) (bb) of 1947 Act is reproduced as under-

*“2 (oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-*

*[(bb) termination of the service of the workman as a result of the non- renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under the stipulation in that behalf*



*contained therein; or]”*

9. A bare perusal of the above reproduction would show that an appointment which is for a specific period, and has not been carried forward due to non extension of service contract, the same will not amount to retrenchment.

10. In the present case, it is a conceded position that the service of the petitioner came to an end on the expiry of a particular period for which the petitioner was appointed by the respondents. Hence, the same cannot be treated as a retrenchment so as to grant the retrenchment compensation under Section 25-F of the 1947 Act.

11. Keeping in view the fact that the case of the petitioner is covered Section 2 (oo) (bb) of the 1947 Act and the same will not amount to retrenchment, and therefore, once, the termination of the petitioner did not amount to retrenchment, the claim of the petitioner that Section 25-F of the 1947 Act has been violated has rightly been rejected by the labour Court.

12. Even otherwise, the findings have been recorded by the Tribunal that the petitioner has not worked ‘continuously’ for a period of 240 days in the preceding 12 months. The details of the service period as given in paragraph No. 11 in the award clearly shows that the petitioner was appointed with a gap period, hence, he has not worked continuously for 240 days in the proceedings 12 months prior to the date when the services of the petitioner came to an end; Even the findings recorded by the Tribunal on the said issue has not been shown perverse in any manner.

13. Even otherwise, the Award dated 23.11.1995 (Annexure P-1) passed by the Labour Court can only be interfered in case the same is perverse to the facts or evidence brought on record. In the present case, no



perversity has been shown to this Court in the impugned Award dated 23.11.1995 (Annexure P-1) that the same is contrary to the facts or evidence as well as the settled principle of law in any manner.

14. No ground is made out for any interference by this Court in the facts and circumstances of the present case.

15. Accordingly, the writ petition is dismissed.

16.. Pending civil miscellaneous application, if any, stands disposed of.

**(HARSIMRAN SINGH SETHI)**  
**JUDGE**

**25.07.2025**

*Riya*

*Whether speaking/reasoned: Yes/No*

*Whether Reportable: Yes/No*