



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

203-4

Decided on :22.04.2025

CWP-10168-2022 (O&M)

WOMEN AND CHILD DEVELOPMENT PROJECT OFFICER
..Petitioner

vs

MAHENDER KUMAR AND ANOTHER

... Respondents

CWP-10170-2022 (O&M)

WOMEN AND CHILD DEVELOPMENT PROJECT OFFICER
..Petitioner

vs

BRIJESH KUMAR AND ANOTHER

... Respondents

CWP-10195-2022 (O&M)

WOMEN AND CHILD DEVELOPMENT PROJECT OFFICER
..Petitioner

vs

MAJHAR ALI AND ANOTHER

... Respondents

CWP-10217-2022 (O&M)

WOMEN AND CHILD DEVELOPMENT PROJECT OFFICER
..Petitioner

vs

PAPPU AND ANOTHER

... Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

PRESENT: Mr. Naveen Singh Panwar, DAG, Haryana.

Mr. Jasbir Mor, Advocate for the respondents.

HARSIMRAN SINGH SETHI, J. (Oral)

1. By this common order, a set of four writ petitions, the details of which have been given in the heading, are being disposed of as all the petitions involve the same question of law on similar facts.
2. In the present petitions, the challenge is to the impugned award



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dated 16.08.2021 (Annexure P-3), by which, the respondent-workmen has been held to be retrenched but without the payment of the retrenchment compensation by holding that the Section 25 (F) of the Industrial Disputes Act, 1947 (herein after referred to as 'The 1947 Act') has been violated and the benefit of reinstatement with continuity of service & 50% back wages had been granted to the respondents-workmen

3. Learned counsel for the petitioner argues that that without appreciating the actual facts that the respondents-workmen were appointed for a particular period and after the expiry of the said period of employment, the terms of appointment came to an end due to non-renewal of the contract further, in which case, Section 25 (F) of the 1947 Act will not be applicable in view of Section 2 (oo) (bb) of the 1947 Act. Hence, the impugned award is liable to be set-aside.

4. Learned counsel for the respondents argues that once, a period of 240 days was completed by the respondents-workmen in the preceding 12 months prior to the date when the respondents-workmen were relieved from service, the provisions of Section 25 (F) will be applicable and the same has rightly been made applicable by the Tribunal in impugned award dated 16.08.2021 (Annexure P-3) in the facts and circumstances of the present case so as to grant the benefit of reinstatement with continuity in service and 50 % back wages to the respondents-workmen.

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

6. It is a conceded fact that the respondent-workmen were appointed for a particular period and their services came to end due to non renewal of their contract any further. The appointment of the respondent-



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workmen was fixed as per the appointment orders itself which came to an end as per the terms and conditions of the appointment order.

7. The question which arise is as to whether the relieving of the workmen on completion of their terms of contract due to fact that the same was not extended by the employer, will invite section 25 (F) of the 1947 act to be complied with by the employer or not.

8. For better understanding, the Section 25 (F) the Industrial Disputes Act, 1947 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].”

9. 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.

10. For better understanding, the Section 2 (oo) (bb) of the Industrial Disputes Act, 1947 is reproduced as under-

“2 (oo) “retrenchment” means the termination by the employer



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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]”

11. 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.

12. In the present case, it is a conceded position that the service of the workmen came to an end due to non extension of the service contract of the workmen. That being so, the said relieving of the workman from the service on completion of the terms of the contract, will not be termed as a retrenchment so as to comply with the Section 25F of 1947 Act. The labour Court while passing the impugned order has totally ignored the facts of the present case including the terms and conditions of the appointment order as well as the provisions of 1947 Act to hold that the services of the respondent-workmen were retrenched without the payment of retrenchment compensation, hence, the findings recorded by the labour Court are perverse not only to the facts but also to the provisions of 1947 Act.

13. Keeping in view the totality of facts and circumstances of the present case, the impugned award dated 16.08.2021 (Annexure P-3) passed by the Labour Court cannot be upheld as the same is perverse to the



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provisions of the 1947 Act and is also perverse to the facts which have brought on record and the same is accordingly set-aside.

14. The present petitions are allowed.

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

16. A photocopy of this order be placed on the file of connected case.

(HARSIMRAN SINGH SETHI)
JUDGE

22.04.2025

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Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No