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

**LPA-615-2025 (O&M)  
Decided on: March 01, 2025**

Nanu Ram

....Appellant

versus

Presiding Officer, Labour Court, Ambala and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH  
HON'BLE MR. JUSTICE JASJIT SINGH BEDI**

**Present:-** Mr. Laxman Choudhary, Advocate for the appellant.

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**SUDHIR SINGH, J. (ORAL)**

The present intra Court appeal is directed against the order dated 03.05.2023 passed by learned Single Judge, in CWP-20069-2022, whereby the said writ petition filed by the appellant, was dismissed.

2. Before the learned Single Judge, the appellant had laid challenge to the award dated 30.03.2017 (Annexure P-2 with the writ petition) passed by the Labour Court, Ambala, whereby his claim for reinstatement with full back-wages was rejected. Along with the present appeal, the appellant has also filed CM-1611-LPA-2025 seeking condonation of 633 days' delay in filing the appeal. The reasons given in the application though seem to be not inspiring confidence, yet keeping in view the fact that the appellant has pleaded that he was suffering from paralysis, we proceed to examine the matter on merits.

3. Learned counsel appearing on behalf of the appellant has submitted that the appellant was appointed as Chowkidar in the Government Girls' School,

Sajuma, District Kaithal, on 01.06.2010, but he was retrenched on 18.09.2014 without complying with the mandatory provisions of the Industrial Disputes Act, 1947 (for short 'the Act of 1947'). It is further argued that juniors to the appellant were retained in service, whereas the appellant was retrenched without complying with the provisions of the Act of 1947 and the said fact had totally been ignored by the labour Court, and upon challenge to the award, the said aspect has also been ignored by the learned Single Judge.

4. We have heard learned counsel for the appellant and have also gone through the impugned order passed by the learned Single Judge.

5. Learned Single Judge has noticed that the services of the appellant were allegedly terminated on 18.09.2014. The award was passed by the Labour Court on 30.03.2017, and the writ petition was filed on 01.09.2022. Thus, the writ petition was dismissed on the ground of delay and laches.

6. It is settled law that the delay is genus to which laches and acquiescence are species. It is further settled that the delay disentitles a party to the discretionary relief under the Article 226 of the Constitution of India. If a litigant keeps sleeping over his rights for a long period and wakes up when he does have an impetus either from the judicial verdict of the Court or otherwise, such litigant is not entitled to any relief. The Hon'ble Supreme Court in **Union of India v. N. Murugesan, (2022) 2 SCC 25** has held as under:-

***“Delay, laches and acquiescence***

**20.** *The principles governing delay, laches, and acquiescence are overlapping and interconnected on many occasions. However, they have their distinct characters and distinct elements. One can say that delay is the genus to which laches and acquiescence are species. Similarly, laches might be called a genus to a species by name acquiescence. However, there may be a case where acquiescence is involved, but not laches. These principles are common law principles, and perhaps one could identify that these principles find place in various statutes which restrict the period of limitation and create non-consideration of condonation in certain*

*circumstances. They are bound to be applied by way of practice requiring prudence of the court than of a strict application of law. The underlying principle governing these concepts would be one of estoppel. The question of prejudice is also an important issue to be taken note of by the court.*

### ***Laches***

*21. The word “laches” is derived from the French language meaning “remissness and slackness”. It thus involves unreasonable delay or negligence in pursuing a claim involving an equitable relief while causing prejudice to the other party. It is neglect on the part of a party to do an act which law requires while asserting a right, and therefore, must stand in the way of the party getting relief or remedy.*

*22. Two essential factors to be seen are the length of the delay and the nature of acts done during the interval. As stated, it would also involve acquiescence on the part of the party approaching the court apart from the change in position in the interregnum. Therefore, it would be unjustifiable for a Court of Equity to confer a remedy on a party who knocks its doors when his acts would indicate a waiver of such a right. By his conduct, he has put the other party in a particular position, and therefore, it would be unreasonable to facilitate a challenge before the court. Thus, a man responsible for his conduct on equity is not expected to be allowed to avail a remedy.*

*23. A defence of laches can only be allowed when there is no statutory bar. The question as to whether there exists a clear case of laches on the part of a person seeking a remedy is one of fact and so also that of prejudice. The said principle may not have any application when the existence of fraud is pleaded and proved by the other side. To determine the difference between the concept of laches and acquiescence is that, in a case involving mere laches, the principle of estoppel would apply to all the defences that are available to a party. Therefore, a defendant can succeed on the various grounds raised by the plaintiff, while an issue concerned alone would be amenable to acquiescence.*

### ***Acquiescence***

*24. We have already discussed the relationship between acquiescence on the one hand and delay and laches on the other.*

*25. Acquiescence would mean a tacit or passive acceptance. It is implied and reluctant consent to an act. In other words, such an action would qualify a passive assent. Thus, when acquiescence takes place, it presupposes knowledge against a particular act. From the knowledge comes passive acceptance, therefore instead of taking any action against any alleged refusal to perform the original contract, despite adequate knowledge of its terms, and*

*instead being allowed to continue by consciously ignoring it and thereafter proceeding further, acquiescence does take place. As a consequence, it reintroduces a new implied agreement between the parties. Once such a situation arises, it is not open to the party that acquiesced itself to insist upon the compliance of the original terms. Hence, what is essential, is the conduct of the parties. We only dealt with the distinction involving a mere acquiescence. When acquiescence is followed by delay, it may become laches. Here again, we are inclined to hold that the concept of acquiescence is to be seen on a case-to-case basis.”*

7. We find that the conduct of the appellant in the proceedings whereby the appellant, firstly, slept over his rights to challenge the award for nearly 05 years and then delaying the filing of the present appeal for nearly 02 years, clearly speaks that the appellant was not serious in pursuing his rights. A litigant who sleeps over his rights cannot be granted any equitable or discretionary relief by the Court.

8. In view of the above, we find that there is no merit in the present appeal and the same is dismissed on merits as also being barred by limitation.

9. Pending application(s), if any, shall stand disposed of.

**(SUDHIR SINGH)**  
**JUDGE**

**(JASJIT SINGH BEDI)**  
**JUDGE**

**March 01, 2025**

mahavir

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No