



CWP-3873-2025 & connected cases -1-

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

113 to 117 & 121

CWP-3873-2025

Date of Decision :13.02.2025

M/s Peregrine Guarding Pvt. Ltd

...Petitioner

Versus

**Presiding Officer Industrial Tribunal-cum-Labour
Court-II, Gurugram and others**

...Respondents

CWP-3892-2025

M/s Peregrine Guarding Pvt. Ltd

...Petitioner

Versus

**Presiding Officer Industrial Tribunal-cum-Labour
Court-II, Gurugram and others**

...Respondents

CWP-3892-2025

M/s Peregrine Guarding Pvt. Ltd

...Petitioner

Versus

**Presiding Officer Industrial Tribunal-cum-Labour
Court-II, Gurugram and others**

...Respondents

CWP-3898-2025

M/s Peregrine Guarding Pvt. Ltd

...Petitioner



CWP-3873-2025 & connected cases -2-

Versus

**Presiding Officer Industrial Tribunal-cum-Labour
Court-II, Gurugram and others**

...Respondents

CWP-3899-2025

M/s Peregrine Guarding Pvt. Ltd

...Petitioner

Versus

**Presiding Officer Industrial Tribunal-cum-Labour
Court-II, Gurugram and others**

...Respondents

CWP-3928-2025

M/s Peregrine Guarding Pvt. Ltd

...Petitioner

Versus

**Presiding Officer Industrial Tribunal-cum-Labour
Court-II, Gurugram and others**

...Respondents

CWP-3962-2025

M/s Peregrine Guarding Pvt. Ltd

...Petitioner

Versus

**Presiding Officer Industrial Tribunal-cum-Labour
Court-II, Gurugram and others**

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI



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Present: Mr. Raghav Sharma, Advocate with
Mr. Ajay Pal Singh Dhillon, Advocate for the petitioner(s)
in all the petitions.

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Harsimran Singh Sethi, J. (Oral)

1. In the present bunch of petitions, the grievance being raised by the petitioner-Company is qua the award dated 05.07.2024 (Annexure P/1) by which, the termination of services of the respondents-Workmen at the hands of the petitioner-company has been treated to be in contravention of the provisions of the Industrial Disputes Act, 1947 and the benefit of compensation has been awarded keeping in view the fact that the respondent-Workmen had more than two years and eight months of services to their credit at the time of termination of their services.

2. Learned counsel for the petitioner-Company submits that in the present case, the respondents-employees concerned were transferred to some other unit, which order was not complied with and hence, the services were terminated by the petitioner-Company by passing order dated 25.09.2012 (Annexure P/5) hence, it is clear that the respondents-Workmen had abandoned their job, which factum has not been taken into account by the Tribunal while holding the termination of services of the respondents-Workmen as bad and awarding the compensation in their favour.

3. I have heard learned counsel for the petitioner-Company and have gone through the record with his able assistance.

4. It may be noticed that as per the order of termination, the employees concerned were transferred to another unit on 07.09.2012 and a



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week's time was given to join the new place of posting i.e. till 15.09.2012 and their services have been terminated w.e.f. 25.09.2012 i.e. within a period of 18 days. In case, an employee does not join, he/she is to be treated absent from duty and not for abandonment of job. The abandonment of job will be treated when there is long unauthorized absence from duty without their being any intention to join back.

5. In the present case, 18 days absence from the duty so as not to join the new place of posting will amount to absence from duty, which is a misconduct hence, the petitioner-Company was under an obligation to prove the said misconduct before passing the order of termination.

6. Even otherwise, the respondents-Workmen had more than 02 years and 08 months of service to their credit and had completed 240 days in the year when their services were termination and concededly, the benefit admissible to an employee under Section 25 F of the Industrial Dispute Act, 1947 has not been made admissible.

7. Learned counsel for the petitioner-Company has not been able to rebut the same.

8. Once, the provisions of Section 25 F of the Industrial Disputes Act, 1947 have been violated by the petitioner-Company while passing order of termination of service of the respondents-Workmen, the impugned order dated 05.07.2024 (Annexure P/1) passed by the Tribunal is perfectly valid and legal keeping in view the facts and circumstances of the present case as reinstatement in service has not been ordered and only the compensation has been awarded in favour of the respondents-Workmen.

9. Learned counsel for the petitioner-Company argues that the



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compensation which has been awarded in favour of the respondents-Workmen is exorbitant and the same needs to be reduced.

10. It may be noticed that the Division Bench of this Court in *LPA-1203-2021 titled as Sukhbir Singh vs. State of Haryana and another, decided on 01.03.2023* after considering the settled principle of law on the issue as to how the compensation should be calculated, for each completed year, a sum of Rs.50,000/- has been assessed. Relevant paragraphs of the judgment are as under:-

6. Resultantly, once the workman had completed 240 days and apparently had worked for a period spanning more than 5 ½ years, we are of the considered opinion that dispensing of his service before his contractual period came to an end would entitle him for the statutory protection which would be evident from the award of the Labour Court. However, keeping in view the fact that at this point of time, it would be justified to put him back in service since a period of almost 25 years has gone by and therefore, it would be just and appropriate to award compensation to the tune of Rs.2,50,000/- on an average of Rs.50,000/- per year, keeping in view the fact that the State had taken his service for more than 5 years with the same office in different districts.

7. The Apex Court in **Haryana Urban Development Authority Vs. Om Pal, (2007) 5 SCC 742** granted Rs.25,000/- for the service of one year whereas in **Uttaranchal Forest Development Corporation Vs. M.C.Joshi, (2007) 9 SCC 353**, for a period of 2 years, a sum of Rs.75,000/- was granted. Similarly, in **Asst. Engineer, Rajasthan Development Corporation & another Vs. Gitam Singh, 2013 (1) SCR 679**, the said view was followed while noticing that the service was of 8 months and thus, compensation of Rs.50,000/- was granted. Similarly, in **Management, Hindustan Machine Tools Ltd. Vs. Ghanshyam Sharma, 2018 (18) SCC 80**, for a

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period of one year, compensation of Rs.50,000/- had been granted. In **K.V.Anil Mithra & another Vs. Sree Sankaracharya University of Sanskrit & another, 2021 (4) SCT 415**, for a period of little over 4 years, amount awarded was Rs.2,50,000/- in lieu of the reinstatement and backwages of 50% which was granted and accordingly, modified.

11. In the present case, the respondents-Workmen had worked for more than two years and 08 months and keeping in view the settled principle of law, granting the compensation to the tune of Rs.1.5 lacs in favour of the respondents-Workmen is not excessive and rather is in consonance with the settled principle of law.

11. No other argument has been raised.

12. Keeping in view the above, no ground for interference by this Court is made out and the writ petitions are accordingly dismissed.

13. A photocopy of this order be placed on the files of connected cases.

February 13, 2025
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes

Whether reportable : No