



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

LPA No.2430 of 2025 (O&M)
Date of Decision: 21.08.2025

PANCHAYAT SAMITI TALWANDI SABOAppellant
Versus
PARVINDER KAUR AND OTHERSRespondents

**CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MR. JUSTICE DEEPAK MANCHANDA**

Present: Mr. Nakul Sharma, Advocate for the appellant.

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ANUPINDER SINGH GREWAL, J. (Oral)

CM-6114-LPA-2025

This is an application for condonation of delay of 59 days in filing the instant appeal.

For the reasons set out in the application, which is supported by an affidavit, the same is allowed and the delay of 59 days in filing the appeal is condoned.

Main Appeal

The appellant has challenged the judgment of learned Single Bench dated 17.03.2025, whereby the writ petition preferred by it challenging the award dated 21.10.2024 (Annexure P-7) passed by the Presiding Officer, Industrial Tribunal, Bathinda, directing the reinstatement of respondent No.1, has been dismissed.

2. Learned counsel for the appellant submits that the appellant is a Panchayat Samiti and is an authority which is working without any



commercial gain and therefore, it does not fall under the definition of an industry as set out in Section 2(j) of the Industrial Disputes Act, 1947. He further submits that the services of respondent No.1 were terminated as her work and conduct was found to be unsatisfactory. There was a stipulation in her appointment letter that in case her work and conduct is found to be unsatisfactory, her services could be dispensed with. He also submits that respondent No.1 had also filed an affidavit at the time of her appointment stating that in case her services are terminated, she will 'not file any Court case regarding this appointment' and in this regard has referred to Clause 4 of the appointment letter (Annexure P-1).

3. Heard.

4. Respondent No.1 is stated to have been appointed as a Computer Operator on contractual basis, after the appellant had passed a resolution to that effect on 06.06.2012. She had joined on 02.07.2012. Vide letter dated 25.07.2017 (Annexure P-3), her services were terminated w.e.f. 14.07.2017. Thereafter, she had raised an industrial dispute and the Labour Court in its award dated 21.10.2024 (Annexure P-7) had held the termination of respondent No.1 to be illegal and directed her reinstatement with 40% back-wages.

5. We do not find any merit in the contention of learned counsel for the appellant that the appellant does not fall under the definition of an 'industry', for the reason that no such issue was framed by the Labour Court and no evidence whatsoever was led in support of the contention. This has also been noticed by the learned Single Bench in its judgment that such a



plea cannot be raised for the first time in a writ petition without it having been substantiated before the Labour Court.

6. In regard to the other issue that respondent No.1 is stated to have accepted the terms and conditions of the appointment letter which stipulate that she will not file any court case regarding this appointment, if her services are terminated on account of unsatisfactory work and conduct and therefore, on this ground itself, the award of the Labour Court should be set aside, we do not find any merit in this contention as well. Respondent No.1 had been appointed on contractual basis at D.C. rates and was not a permanent employee. The relationship between the employer and the employee is unequal and the employee holds very little bargaining power especially at the time of seeking employment. If she had raised any dispute qua the same, she would not have been appointed by the appellant at the first instance. We deprecate the conduct of the appellant in asking respondent No.1 to file an affidavit that in case her services are terminated on account of her unsatisfactory work and conduct, she shall not raise any legal challenge to the same. Any employee or any person who is aggrieved by the action of his employer-the State or any other statutory authority, has the right to challenge the same before an appropriate forum. Besides any grievance against a private individual can also be raised in a court of law, Tribunal or any other adjudicatory authority/forum. It is trite that the right to legal adjudication cannot be taken away from any party through a contract, but at best can be relegated to a set of courts for ease of the parties. Reference can be made to the judgment of the Supreme Court in the case of ***Rakesh Kumar***



Verma Versus HDFC Bank Ltd., 2025 INSC 473. Relevant extract of the said judgment is reproduced hereunder:-

“29. First, Section 28 of the Contract Act does not bar exclusive jurisdiction clauses. What has been barred is the absolute restriction of any party from approaching a legal forum. The right to legal adjudication cannot be taken away from any party through contract but can be relegated to a set of Courts for the ease of the parties. In the present dispute, the clause does not take away the right of the employee to pursue a legal claim but only restricts the employee to pursue those claims before the courts in Mumbai alone.”

7. In view of the above, we do not find any illegality in the judgment of the learned Single Bench dismissing the writ petition preferred by the appellant. Consequently, the Letters Patent Appeal being devoid of any merit stands dismissed.

8. All pending miscellaneous application(s) also stand disposed of.

**(ANUPINDER SINGH GREWAL)
JUDGE**

**(DEEPAK MANCHANDA)
JUDGE**

21.08.2025
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Whether Speaking/Reasoned :	Yes/No
Whether Reportable :	Yes/No