



CWP-14885-2000 (O&M)

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

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CWP-14885-2000 (O&M)
Date of Decision :03.04.2025

Bachan Singh**...Petitioner**

Versus

**The Regional Provident Fund Commissioner
and others****... Respondents****CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI**

Present: Mr. Bharat Bhushan Sharma, Advocate for petitioner.

Mr. Sandeep Goyal, Advocate for respondent No.1

None for respondent No.3.

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Harsimran Singh Sethi, J. (Oral)

1. In the present petition, the challenge is to the award dated 25.4.2000 (Anenxure P/2) passed by the Employees' Provident Fund Appellate Tribunal (hereinafter referred as 'Appellate Tribunal') whereby, it has been held that as the petitioner-workman had settled the service dispute with respondent No.3-M/s Whirlpool India Limited by accepting a lump sum compensation, it cannot be said that the petitioner-workman is to be treated in service so as to make the respondent No.3-M/s Whirlpool India Limited liable to pay the benefit of provident fund to the petitioner for the period the petitioner-workman remained out of service. Hence, it is the prayer of the petitioner that the said impugned award dated 25.04.2000 (Annexure P/2)



be set aside.

2. Learned counsel for the petitioner-workman argues that petitioner-workman is deemed to be in service for all intent and purposes as the termination of services of the petitioner-workman at the hands of the respondent No.3 was found to be bad by the Appellate Tribunal though, the said award was challenged by the respondent No.3-M/s Whirlpool India Limited before this Court by way of filing CWP-3549-1997 wherein, a settlement was arrived between the parties and a full and final payment was received by the petitioner-Workman as compensation and once, the said compensation was paid to the petitioner-workman, the respondent No.3-M/s Whirlpool India Limited was also liable to pay the benefit of provident fund for the period in question.

3. Learned counsel for the petitioner-workman submits that Appellate Tribunal while passing impugned award dated 25.04.2000 (Annexure P/2) has misdirected itself.

4. No one appears on behalf of respondent No.3

5. Learned counsel for respondent-Provident Fund Authority submits that though, an order had been passed in favour of the petitioner-workman by the respondent No.1-authority but the same has been set aside by order of the respondent No.2-Appellate Tribunal, which order has been impugned in the present petition.

6. I have heard learned counsel for the parties and have gone through the record with their able assistance.

7. It is not a case where the petitioner-workman was reinstated in service and the consequential benefit upon reinstatement was paid to him so



as to enable him to claim the benefit of provident fund by treating the petitioner-workman in service. It is a conceded position that the award, dated 22.11.1999 passed by respondent No.1-authority, which award was in favour of the petitioner-workman only directed reinstatement in service, which award was impugned by the respondent No.3-M/s Whirlpool Pvt. Ltd before this Court by way of filing CWP-3549-1997 and during the pendency of the said writ petition, the parties settled their dispute by award of lump sum compensation in favour of the petitioner-workman so as to modify the award. Once, a lump sum compensation was paid to the petitioner-workman and nothing has come on record to show that according to the said settlement between the parties, apart from benefit of lump sum compensation, the benefit of provident fund was also required to be paid by the respondent No.3 qua the period the petitioner-workman remained out of service. The claim of the petitioner-workman that the respondent No.3-M/s Whirlpool India Limited was liable to pay benefit of provident fund is incorrect.

8. It is only in case, if the workman was directed to be reinstated in service and the workman was reinstated in terms of such an award, then only the workman would have been deemed to be in service so as to claim the benefit of provident fund but, in the present case, the direction given by the Labour Court for reinstatement in service of petitioner-workman was challenged before this Court by respondent No.3-M/s Whirlpool India Limited by filing a civil writ petition and during the pendency of the said writ petition, the parties compromised upon the issue persisting between them on the basis of the lump sum compensation, which was to be paid to



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the petitioner-workman, which compensation has already been received to the petitioner-workman.

9. Keeping in view the totality of the facts and circumstance of the present case, once, the parties had entered into an out of Court settlement, on the basis of which, the award passed by Labour Court was set aside and nothing suggested that in the said settlement apart from providing the benefit of lump sum compensation to the petitioner-workman, the respondent No.3-M/s Whirlpool India Limited was also liable to pay the provident fund, no ground for interference by this Court is made out and the writ petition is accordingly dismissed.

10. Civil miscellaneous application pending, if any, is also disposed of.

April 03, 2025
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No