



CWP-26431-2018 (O&M) -1-

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CWP-26431-2018 (O&M)
Date of Decision :10.07.2025

The Sirsa Central Cooperative Bank Ltd.

...Petitioner

Versus

The Presiding Officer, Industrial Dispute Tribunal-cum-Labour
Court, Hisar and another

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Sharad Chaudhary, Advocate for the petitioner.

Mr. Onkar Chander, Advocate for
Mr. Sanchit Punia, Advocate for respondent No.2.

* * *

Harsimran Singh Sethi, J. (Oral)

1. In the present petition, challenge is to the award dated 26.07.2018 (Annexure P/1) passed by the Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar by which, the respondent-workman was reinstated in service with full back wages and other consequential benefits from the date of demand notice.

2. Learned counsel for the petitioner-Bank argues that the respondent-workman never worked with the petitioner-Bank and he was only working intermediately and was not in continuous appointment and for the period he worked with the petitioner-bank, he was being paid salary for the said period and hence, it was the duty of the respondent-workman to prove that he had worked for a period of 240 days before the authorities



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concerned so as to claim the benefit of Section 25-F of the Industrial Dispute Act, 1947 (hereinafter referred to as '1947 Act').

3. Learned counsel for the petitioner-Bank further argues that even if it is assumed for the sake of arguments that the termination of the respondent's service at the hands of the petitioner was bad yet nothing has come on record to show that during the period after the termination, the respondent-workman was not gainfully employed anywhere else hence, the grant of benefit of full back wages by the Labour Court is incorrect.

4. Learned counsel for the respondent-workman submits that the respondent-workman was working with the petitioner-bank which is clear from the fact that respondent-workman had filed application under the Payment of Wages Act, wherein the employment of the respondent-workman with the petitioner-bank was proved and the order was passed in favour of the respondent-workman to pay him wages hence, the claim of the petitioner-bank that there was no master and servant relationship between the respondent and petitioner is incorrect. It is further argued that the petitioner-Bank has failed to prove that the respondent-workman never worked for a period of 240 days in a calendar year prior to his termination especially, when the respondent-workman had worked from the year 2007 to 2016. Learned counsel for the respondent-workman further submits that once the order of termination was set aside, the natural consequence of setting aside the said order is to grant the benefit of full wages which has been granted by the Labour Court and therefore, the writ petition filed by the petitioner-Bank may kindly be dismissed.

5. I have heard learned counsel for the parties and have gone



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through the record with their able assistance.

6. Once, it is a conceded position that the respondent-workman had approached the authorities under the Payment of Wages Act wherein, the petitioner-Bank was made liable to make payment to the respondent-workman for the service he rendered, the master and servant relationship between both the parties stands proved. Once, the master and servant relationship between both the parties stands proved and the respondent-workman was alleging that he had worked for more than 09 years, it was incumbent upon the petitioner-Bank to prove that the respondent-workman had not completed 240 days in service in a calendar year prior to the date of termination of his services. Concededly, no such record was brought on record to dispel the said averment, which fact has rightly been adjudicated by the Labour Court that the services of the respondent-workman was terminated in violation of provisions of Section 25-F of the 1947 Act and the same needs no interference at the hands of this Court.

7. With regard to the claim of the petitioner-Bank that benefit of full back wages has been given to the respondent-workman without there being any averment made or evidence adduced on the part of the respondent-workman that he was not gainfully employed, it may be noticed that the same is meritorious.

8. As per the settled principle of law, the workman has to plead being not gainfully employed during the period after his termination and prove the same also.

8. Learned counsel for the respondent-workman conceded before this Court that no such pleading was made or the relevant evidence was



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brought on record.

9. In the absence of any such evidence brought before the Labour Court that the respondent-workman was not gainfully employed, the grant of benefit of full back wages to the respondent-workman, is contrary to the pleadings and evidence brought on record hence, the same cannot be sustained in the eyes of law.

10. Keeping in view the totality of the facts and circumstances of the present case, the impugned award is modified to the extent that the reinstatement in service of the respondent-workman is upheld whereas, the grant of benefit of full back wages from the date of demand notice is set aside. The respondent-workman will be entitled for other consequential benefits keeping in view the benefit of continuity in service granted to him especially, when the respondent-workman was held entitled for the benefit of wages under the Payment of Wages Act.

11. Present petition is disposed of in above terms.

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

July 10, 2025
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No