

**CWP-29239-2023 (O&M) and
other connected matters**

2025:PHHC:002032



1

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH
(Sr. No. 309)**

(1)

**CWP-29239-2023 (O&M)
Date of Decision : 09.01.2025**

Shallu Likhi

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

(2)

CWP-28980-2023 (O&M)

Deepa Chaudhary

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

(3)

CWP-29000-2023 (O&M)

Shalu

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

(4)

CWP-29297-2023 (O&M)

Vijay Kumar

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

**CWP-29239-2023 (O&M) and
other connected matters**

2025:PHHC:002032



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(5)

CWP-29001-2023 (O&M)

Deepika Sehgal

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

(6)

CWP-13235-2024 (O&M)

Government Medical College and Hospital

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

(7)

CWP-13741-2024 (O&M)

Government Medical College and Hospital

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

(8)

CWP-13827-2024 (O&M)

Government Medical College and Hospital

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

(9)

CWP-14014-2024 (O&M)

Government Medical College and Hospital

**CWP-29239-2023 (O&M) and
other connected matters**

2025:PHHC:002032



3

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

(10)

CWP-14282-2024 (O&M)

Government Medical College and Hospital

...Petitioner

Versus

**The Presiding Officer Industrial Tribunal and Labour Court, U.T.,
Chandigarh and another**

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. D.V. Sharma, Senior Advocate, with
Mr. Tushar Sharma, Advocate, for the petitioner(s)
in CWP-29239-2023, CWP-28980-2023, CWP-29000-2023
CWP-29297-2023 and CWP-29001-2023 and
for respondent No.2 in CWP-13235-2024, CWP-13741-2024
CWP-13827-2024, CWP-14014-2024 and CWP-14282-2024.

Mr. Sumeet Jain, Advocate with
Mr. Himanshu Arora, Advocate for the petitioner(s)
in CWP-14282, 13235, 13741, 13827 and 14014 of 2024.

Mr. Ankit Midha, Advocate, for UT in CWP-29239-2023.

Mr. Rohit Kaushik, Advocate, for respondent No.2
in CWP-29297-2023.

Mr. Karan Vir Singh, Advocate, for respondent-UT
in CWP-28980-2023.

Mr. Maheshinder Singh Sidhu, Advocate and
Mr. Parteek Rathee, Advocate, for respondents
in CWP-29001-2023.



Harsimran Singh Sethi J. (Oral)

1. In the present bunch of petitions, the same Award of the Labour Court dated 29.03.2023 has been challenged by the respective parties.
2. The challenge at the hands of the Government Medical College and Hospital, Chandigarh is qua the relief given in the Award to the Workmen qua reinstatement on the post of Clerk with 50% back wages and the Workmen have filed the writ petitions claiming the full back wages instead of 50% back wages have been allowed in favour of the employees/workmen.
3. Certain facts need to be mentioned for the correct appreciation of the issue in hand.
4. An Advertisement was issued by the Government Medical College and Hospital, Sector-32, Chandigarh (hereinafter referred to as 'College') on 21.01.2010 for appointment of Clerks on contractual basis on a consolidated salary of ₹9500/- per month for a period of six months. The petitioners competed for the said appointment and ultimately were selected and appointed for a period of six months on a consolidated salary of ₹9500/- per month. The said appointment was made on certain terms and conditions which were made part of the appointment order, which included a condition that the services of the selected/appointed candidates can be terminated by giving them one month's notice or one month's salary. The employees continued in service as they were given further extension in service. The last extension was given to the employees vide order dated 22.07.2020, which was to remain effective upto the month of June/July, 2021.



5. On 8/9.04.2021 the respondents passed an order Annexure P-4, wherein, the respondents terminated the services of the employees/Workmen on the ground that the posts are to be filled from the new incumbent who have been selected and appointed on regular basis. The said termination order was challenged by the petitioners-Workmen before the Labour Court terming the same to be unfair labour practice and was passed in contravention of the terms and conditions of their initial appointment order, according to which, one month's notice was to be given before terminating the services of the employee concerned, which condition was not followed while passing the termination order dated 8/9.04.2021 (Annexure P-4).

6. The issue raised by the petitioners-Workmen before the Tribunal/Labour Court came to be decided by the Award dated 29.03.2023, wherein, the claim of the petitioners-Workmen was allowed and the termination of their services was held to be bad and they were directed to be reinstated in service against the post of Clerk with 50% back wages.

7. In the present bunch of petitions, the said Award is under challenge by both the litigating parties i.e. the workmen as well as the employer.

8. The Workmen have challenged the Award on the ground that once, the termination order was found to be contrary to the provisions of the Industrial Disputes Act, benefit of reinstatement with full back wages should have been awarded whereas, the Award by the Labour Court terming the termination as illegal, is under challenge at the hands of the employer i.e. the College.



9. Learned counsel appearing on behalf of the petitioners-Workmen submits that the Tribunal did not had any jurisdiction to reduce the back wages as the termination order was held to be bad and the reinstatement was ordered hence, the same was liable to be ordered along with full back wages, thereafter, the Award of the Tribunal needs to be modified accordingly.

10. Learned counsel appearing on behalf of College/employer submits that once, the regular incumbents had joined, terminating the services of the petitioners-Workmen was valid and they were not required to give one month notice as the appointment of the petitioners-Workmen was for a fixed tenure, hence, the same is to be treated under Section 2(oo)bb of the Industrial Disputes Act, 1947 which does not require any notice or even complying of Section 25F of the Industrial Disputes Act, 1947, hence, the termination order has wrongly been set-aside.

11. Learned counsel appearing on behalf of the College/employer further submits that the claim of the full back wages is liable to be rejected as, nothing has come on record that the petitioners-Workmen were not gainfully employees during the period when they were litigating before the Labour Court.

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

13. The first question which arises for consideration of this Court in the present bunch of petitions is whether or not, the petitioners-Workmen are entitled for the full back wages as being claimed in the present petitions.



14. The Tribunal in its wisdom has rightly granted them the 50% back wages and not full back wages. The discretion used by the Tribunal in the facts and circumstances of the present case, though not much reasons have been given for the same, need not be disturbed so as to cause the financial hardship to the employees concerned who are only working on a Class-III post, especially when the Award of the Labour Court has already been complied with.

15. Further, once the petitioners-Workmen were engaged through outsourcing agency after the termination of their services and were working with the respondents, grant of 50% back wages is perfectly valid and petitioners-Workmen cannot claim 100% back wages upon reinstatement keeping in view the fact and circumstances of the present case.

16. Qua the argument raised by the College that the termination order passed by the College has wrongly been set-aside, the same needs to be adjudicated on the basis of the provisions of Industrial Disputes Act, 1947 as well as the settled principle of law. As per the initial appointment order of the petitioners-Workmen, their services could only be terminated after giving them one month's notice. Concededly, no such notice was ever given to them before terminating their services. Further, it is not disputed even during the hearing that in the 12 months preceding the termination order, the petitioners-Workmen had worked for more than 240 days. That being so, the College was under obligation to comply with provisions of Section 25F of the Industrial Disputes Act, 1947.



17. The requisite of Section 25F of the Industrial Disputes Act, 1947 has not been complied with.

18. Further, with regard to the argument of the learned counsel for the College that the termination of the services of the petitioners-Workmen is on the basis of the expiry of their contract, which is covered under Section 2(oo)bb of the Industrial Disputes Act, 1947, hence, even requisites of Section 25F of the Industrial Disputes Act, 1947 was not required to be fulfilled, the same needs to be adjudicated on the basis of the factual aspects. As per the conceded fact, the last extension which was granted to the petitioners-Workmen was upto the month of June/July, 2021, whereas before the expiry of the said period, their services were terminated on 08/9/04.2021, hence, it is not a case of relieving petitioners-Workmen on completion of his/her contract so as to be covered under Section 2(oo)bb. Rather the same amounts to termination and that too for a specific purpose that the regular employees had joined. Even if, the regular employees had joined, once the petitioners had worked for 240 days in a preceding 12 months prior to the order of termination, requisites of Section 25F of the Industrial Disputes Act, 1947 were required to be complied with which is missing in the present case and has rightly been appreciated by the Labour Court.

19. Keeping in view the above, the Award by the Tribunal is upheld and same needs no modification as being claimed by the petitioners-Workmen as well as the College/employer.

20. The petitions are accordingly dismissed.



21. Pending miscellaneous application, if any, also stands disposed of.
22. A photocopy of this order be placed on the file of connected cases.

January 09, 2025
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No