

(1993) 04 P&H CK 0038
In the Punjab And Haryana At Chandigarh
Case No : Civil W.P. No. 2566 of 1982

Haryana State Electricity Board	Vs	APPELLANT
Randhir Singh, Asst. Line-Man and Another		RESPONDENT

Date of Decision : 29-04-1993

Acts Referred:

Industrial Disputes Act, 1947 — Section 10, 2, 25F

Citation : (1994) 1 LLJ 1120 : (1993) 104 PLR 385

Hon'ble Judges : V.K. Bali, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

V.K. Bali, J.—Vide orders dated April 20, 1981, the Presiding Officer, Labour Court, Haryana, Rohtak invalidated the order by which the services of the respondent workman were terminated. The aforesaid decision was rendered on a reference having been made to the Labour Court by the Government u/s 10(1) (c) of the Industrial Disputes Act for adjudication of the dispute between Randhir Singh, workman and the management of M/s. Haryana State Electricity Board, Chandigarh.

2. From the pleadings of the parties, the Labour Court framed the following issues:-

- (1) Whether Shri Jaspal Singh, Law Officer of the H.S.E.B. is not competent to represent the management?
- (2) Whether the written statement is not signed by the competent authority. If not, to what effect?
- (3) As per the reference.
- (4) Whether an alternative post was offered to the workman and not accepted by him. If so to what effect?

3. While discussing issues Nos. 3 and 4 which are the crucial issues the Labour Court found as a matter of fact that the respondent workman was appointed on October 27, 1972 as Assistant Line-man initially on temporary basis for six months but his term of service was extended from time to time after one day break and in the manner aforesaid he continued to work on the post upto 1975, he continued in service without any service break and therefore, without any extension he was offered regular post of Assistant Line-man on May 9, 1978. One of the conditions mentioned in the letter of his appointment offering him regular job was that he will produce at his cost a health and age certificate required for first entry in the service from the Chief Medical Officer of his district if he belongs to Haryana State or from the Chief Medical Officer, Hissar if he belongs to any other State. The workman did produce the medical certificate declaring him fit temporarily for one year after which he was to report for re-examination of his vision. The Labour Court, in view of the facts that have been stated above came to the conclusion that even though the petitioner was offered another job it was a case of retrenchment from the post that the petitioner was holding i.e., Assistant Lineman and that being so, the petitioner management had to serve him a notice as also to pay him retrenchment compensation. It was further held that the Chief Medical Officer Sirsa had not declared the workman permanently unfit on account of his vision and there being only some temporary defect in his vision it could be cured and the decision to remove him from service could not be taken. It was further held that the order of termination had been issued by the S.D.O. who was not authorised to pass the order as it was the Executive Engineer who was a competent authority in this behalf.

4. Nobody appears on behalf of the petitioner but the grounds that have been spelled out in the writ petition, in my view are not such that would detract from the merits of the award rendered by the Labour Court. It is pleaded that the absorption of the workman was dependent upon the conditions mentioned in the appointment letter one of which required the workman to produce a medical certificate with regard to his fitness and it is only on account of the fact that the vision of the workman was not good and that he was shown the door. There is no substance in the aforesaid plea of the petitioner management as admittedly the workman, as a matter of fact, had produced a medical certificate from the Chief Medical Officer showing that he was physically fit though it was his vision which was temporarily good. No evidence was produced on the records of the case before the Labour Court nor is it anywhere pleaded in the present petition as to from which material the petitioner came to know that after one year, the workman had lost his sight or it had deteriorated to such an extent that he was unfit to do the job of Assistant Lineman.

5. That, apart it shall be seen that the Chief Medical Officer Sirsa had given a certificate to the workman that his eye sight is good even though such an opinion was valid for one year. The said certificate was issued by the doctor on May 29, 1978 and yet surprisingly just less than three months thereafter the petitioner was retrenched from the job of Assistant Lineman and was offered another job,

which was admittedly lower in rank.

6. It was further pleaded that retrenchment on continued ill health would not be covered u/s 2(oo)(c) of the Industrial Disputes Act and that being so, there was no need to comply with the provisions of Section 25F also deserves to be rejected. Even if the case on merits is accepted, it does not go beyond the fact that on asking the workman to produce fitness certificate, the same was not produced. This fact nowhere proves that the respondent workman was continuously ill.

7. It is further pleaded that the workman having been appointed only on May 9, 1978 and having been retrenched on August 24, 1978, the workman had not completed period of 240 days and for that reason as well, the provisions of Section 25F were not applicable. The argument is totally devoid of merit as it is not from the date when the workman was regularly recruited into service that period of 240 days had to be counted. The period had to be counted from the day when the workman had joined the service even though on ad hoc basis and that date is admittedly in the year 1972.

8. I need not deal with the other grounds as these are either repetition of the grounds already noticed above or these are totally frivolous and have no bearing on the controversy involved in the present petition.

9. For the reasons aforesaid, this petition is dismissed with costs which are quantified at Rs. 1,000/-.