

(2026) 07 DEL CK 0245

In the Delhi High Court, Principal Bench, New Delhi

Case No : CONT.CAS(C) 740/2022

Kamlesh Panwar & Ors.

APPELLANT

Vs

Svr Chandra Shekhar & Ors.

RESPONDENT

Date of Decision : 01-07-2026

Acts Referred:

Industrial Disputes Act, 1947 — Section 33

Citation : (2026) 07 DEL CK 0245

Hon'ble Judges : Sachin Datta, J

Bench : Single Bench

Advocate : Dr. Monika Arora, Mr. Subhrodeep Saha, Ms. Anamika Thakur, Mr. Abhinav Verma, Mr. Nalin Kohli, Mr. Ayuushman Aroraa, Mr. Ankur Mishra, Mr. Gurpreet Singh, Mr. Gaurav Aggarwal

Final Decision : Disposed Of

Judgement

1. The present petitions have been filed by the petitioners alleging wilful disobedience/ non-compliance of the directions contained in the order dated 29.06.2022 passed in W.P. (C) 9645/2022 and order dated 07.07.2022 passed in W.P. (C) 10290/2022. The operative direction therein reads as under:

"it is made clear that the services of the Petitioners shall not be disturbed during the pendency of the dispute before the Tribunal, without compliance of Section 33 of the Industrial Dispute Act, 1947."

2. Although the factual conspectus is identical across the matters, for the sake of convenience, CONT.CAS(C) 740/2022 is taken as the lead matter for the purpose of reference to the factual conspectus and relevant documents.

3. The factual background as set forth by the petitioners, who were employed as 'nurses' by respondent no.1/ Delhi Cantonment Board (DCB) at respondent no.2/ Cantonment General Hospital, is that the DCB issued advertisements in leading newspapers inviting applications for recruitment to the posts of Senior Nurse and Staff Nurse/ Nurse Grade A. The petitioners applied pursuant thereto and

underwent an open recruitment process. The selection procedure comprised a written test and interview for the post of Nurse Grade A and for the post of Senior Nurse, eligibility required five years' experience as Staff Nurse and an interview. Upon clearing the recruitment process, the petitioners were appointed by the DCB on contractual basis.

4. The petitioners' contracts of appointment were renewed from time to time by the respondent Hospital, at times, with retrospective effect.

5. Subsequently, the respondent/ DCB engaged workers of outsourced contractor/s through the GeM portal to replace the petitioners, who are stated to be direct contract employees of the respondent. According to the petitioners, such replacement amounts to termination of their services. Aggrieved thereby, the petitioners raised an industrial dispute seeking regularization of their services, payment of salary differentials as per the applicable pay scale and maintenance of *status quo* in their service conditions.

6. On 27.06.2022, the Assistant Labour Commissioner (Central), Ministry of Labour and Employment, Union of India, issued a notice to the DCB in context of the industrial dispute raised by the petitioners, advising adherence to Section 33 of the Industrial Disputes Act, 1947 with regard to service conditions of the petitioners/ workmen.

7. Despite the pendency of the dispute, the petitioners were persuaded to switch to engagement through contractors. Aggrieved, the petitioners filed W.P. (C) 9645/2022, seeking, *inter alia*, directions to the DCB to maintain *status quo* as regards the service conditions of the petitioners.

8. W.P. (C) 9645/2022 was disposed of *vide* order dated 29.06.2022 (of which contempt is alleged in the present proceedings), directing as under:

"9. The Court has perused the communication dated 27th June, 2022 wherein the Government of India has clearly advised the management i.e., Delhi Cantonment Board to adhere to the provisions of Section 33 of the Industrial Dispute Act, 1947 [hereinafter, "the Act"] with respect to the service condition of workmen involved in the dispute.

10. In light of the above, since the Petitioners have already raised an industrial dispute, it is made clear that the services of the Petitioners shall not be disturbed during the pendency of the dispute before the Tribunal, without compliance of Section 33 of the Industrial Dispute Act, 1947.

11. With the above directions, the present petition is disposed of.

12. Both the parties are free to make their submissions before the Assistant Labour Commissioner on 30th June, 2022. All rights and contentions of the parties are left open."

9. Further, during the course of proceedings on 30.06.2022, the Assistant Labour Commissioner (Central) again observed:

"In the meantime, Management is advised to adhere to the provision of Section 33 of the I.D.Act, 1947 during pendency of the present dispute."

10. Notwithstanding the above, on 14.07.2022, the petitioners were informed *via*

telephonic communication from respondent no.3/ Nursing-in-charge, Cantonment General Hospital, of the termination of their services and were directed not to report for duty. On 15.07.2022 the petitioners' names were deleted from the attendance register by respondent no.3.

11. It is against this backdrop that the present petitions have been filed.

SUBMISSIONS ON BEHALF OF THE PARTIES

12. It is the case of the petitioners that the termination of their services, notwithstanding the categorical directions of this Court in the order dated 29.06.2022, amounts to deliberate and willful contempt.

13. It is submitted that the petitioners were engaged against a vacant post and had been continuously employed without interruption since their initial appointment, with their contracts being extended from time to time, often with retrospective effect. The petitioners continued to perform their duties irrespective of the contractual period and the respondent consistently paid their salaries.

14. It is contended that the termination of services of the petitioners was effected by the respondent in retaliation to the industrial dispute raised by the petitioners.

15. Relying upon the judgment rendered by the Supreme Court in **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. v. Ram Gopal Sharma & Ors.**, 2002, 2 SCC 244, it has been contended that the discharge of workmen without prior permission of the Labour Court is in violation of Section 33 of the Industrial Disputes Act, 1947. Such violation, it is submitted, in the present case, amounts to contempt of the order dated 29.06.2022 passed in W.P. (C) 9645/2022 and order dated 07.07.2022 passed in W.P. (C) 10290/2022.

16. Per contra, learned counsel for the respondents submits that the cessation of employment of the petitioners was automatic, arising from the contractual stipulation. The expiry of a fixed-term contract cannot be construed as an employer initiated action so as to attract the rigors of Section 33 of the Industrial Disputes Act, 1947.

17. Relying upon the judgments rendered in **BA Security Agents Employees Union v. Regional Labour Commissioner & Ors.** [W.P.(C) No. 8372/2003] and **Delhi Pradesh Rajdani Mazdoor Union (regd.) v. DDA**(CW (P) 1305/1991), it is submitted that where the employment ceases by efflux of time, the protection under Section 33 of the Industrial Disputes Act, 1947 is not attracted. It is further submitted that Section 33 does not impose an absolute prohibition on the employer's power to alter service conditions.

18. It is contended that the decision to engage an outsourcing agency for paramedical staff at the respondent Hospital/ Cantonment General Hospital, was an administrative decision, in accordance with the extant policy and in the interest of the Institution. Staffing patterns and outsourcing decisions fall within

the discretion of the executive domain.

19. In support of these contentions, learned counsel for the respondents have relied upon the following judgments:

i. **Parry & Co. Ltd vs P.C. Pal & Ors.**, 1968 SCC OnLine SC 16;

ii. **Management of Apparel Export Promotion Council vs. Surya Prakash**, 2011 SCC OnLine Del 86; and

iii. **Central Warehousing Corporation vs. Govt. of India and Others**, 2022 SCC OnLine Del 1663.

20. It is important to take note of certain events that have transpired after the present petitions were heard. The Delhi Cantonment Board/ respondent in the present petitions, had filed W.P.(C) 5411/2024 and W.P.(C) 1293/2024, assailing the order dated 30.10.2023 passed by the Central Government Industrial Tribunal cum Labour Court, Delhi-I in Misc. Applications moved by the said respondent in ID Nos. 258/2022 and 116/2023, which pertain to the industrial disputes, as aforesaid, raised by the present petitioners.

21. On 06.05.2026, with the consent of the parties, the following order came to be passed by this Court in W.P.(C) 5411/2024 and W.P.(C) 1293/2024:

"1. The present petitions have been filed by the petitioner assailing order dated 30.10.2023, passed by the Central Government Industrial Tribunal cum Labour Court, Delhi-I in Misc. Applications moved by the petitioner in ID Nos.116/2023 and 258/2022.

2. When these petitions came up first time for hearing on 30.01.2024 [in W.P.(C) 1293/2024] and 16.04.2024 [in W.P.(C) 5411/2024], this Court directed that the operation of the impugned order dated 30.10.2023 shall be kept in abeyance till the next date of hearing. The said order was passed considering the matter requires further consideration and without substantially hearing the respondents. Subsequently, this Court has had the benefit of hearing the elaborate arguments addressed by the respective parties.

3. In the backdrop of the same, after some hearing, learned standing counsel for the petitioner (on instructions, as received on behalf of the petitioner from Mr. Ankur Mishra i.e., legal consultant of the petitioner) and learned counsel for the respondents have agreed to the following arrangement: -

(i) As an interim measure, the respondents shall be inducted into employment through the concerned contractor, at par with similarly situated persons who were earlier working with the petitioner, prior to the concerned contractor being appointed by the Delhi Cantonment Board (DCB).

(ii) It is agreed that for all purposes, the respondents shall be treated at par with the employees who have joined the concerned contractor w.e.f. 01.07.2022, i.e., the date with effect from which the concerned contractor was initially appointed by DCB.

(iii) the aforesaid arrangement shall be without prejudice to the rights and contentions in the present petition as also in the pending labour dispute inter-alia as regards the claim of the respondents on account of (a) regularization; (b) back-wages and (c) continuity of service. All rights and contentions of the respondents in this regard are expressly reserved.

(iv) *The parties agree that proceedings pending before the Regional Labour Commissioner (Central), Government of India in ID Nos.116 of 2023 and 258/2022, respectively (statement of claim with regard to which is filed as Annexure-B to the present petition) shall be expedited.*

It is agreed that the parties shall not take any adjournment in the said proceedings.

The concerned Regional Labour Commissioner is requested to expedite the proceedings and make an endeavour to conclude the same as expeditiously as possible and preferably within a period of six months from today.

4. *It is agreed that the above arrangement shall be implemented within a period of 2 weeks from today. For this purpose, the Petitioner shall coordinate between the respondents and the concerned contractor.*

5. *Subject to the above arrangement being implemented, this Court shall consider disposing of the present petition in terms thereof on the next date of hearing. Again, all rights and contentions of the respondents as regards their substantive entitlement inter-alia as regards regularization back-wages and continuity of service shall remain reserved even in such a situation. The rights and contentions of the petitioner shall also stand reserved.*

6. *List for further consideration on 15.10.2026."*

22. In view of the aforesaid consensual arrangement, that has been arrived at in the connected proceedings, this Court is not inclined to pass any further orders in the present petitions at this stage. The respondents are directed to comply with the aforesaid consent order dated 06.05.2026.

23. However, it is made clear that if the aforesaid consensual arrangement falters, or if it is not implemented, or departed from, this Court shall examine and deal with the contempt allegations on merits, *inter alia*, in respect of the original default. In such situation, the petitioners shall be at liberty to revive the present petitions.

24. The petitions stand disposed of in the above terms. Pending applications also stand disposed of.