
(1993) 08 P&H CK 0125
In the Punjab And Haryana At Chandigarh
Case No : C.W.P. No. 677 of 1993

Kuljit Singh

APPELLANT

Vs

Presiding Officer Labour Court and Others

RESPONDENT

Date of Decision : 11-08-1993

Acts Referred:

Constitution of India, 1950 — Article 226, 227
Industrial Disputes Act, 1947 — Section 25F, 25FFF

Citation : (1993) 105 PLR 287

Hon'ble Judges : H.K. Sandhu, J;G.R. Majithia, J

Bench : Division Bench

Advocate : Arun Palli, for the Appellant; V.P. Singh, for the Respondent

Final Decision : Dismissed

Judgement

G.R. Majithia and H.K. Sandhu, JJ.—This order disposes of CWP Nos. 677 & 679 of 1993.

2. In these petitions under Articles 226/227 of the Constitution of India, the petitioners have challenged the award of the Labour Court, Patiala made in Reference No. 645 of 1988 and 509 of 1988 dated May 8, 1992 on identical grounds.

3. The petitioners were the employees of the Punjab State Tubewell Corporation (for short, the Corporation). Their services were terminated. They got references made to the Labour Court u/s 10(1)(c) of the Industrial Disputes Act, 1947 (for short, the Act) for adjudicating the following dispute :-

Whether termination of services of Sh. Parshotam Lal and Sh. Paljit Singh (Petitioners in C.W.P. No. 677 of 1993 and 679 of 1993 respectively) is justified and in order? If not, to what relief/exact amount of compensation are they entitled?

The Labour Court, after recording evidence, came to the conclusion that the

petitioners were employed as casual labourers on daily wage basis for lining of water courses under the World Bank Scheme. This work was completed in the month of May, 1987. They were rendered surplus and the funds of the Corporation were also exhausted. One month's notice was served upon them and they were relieved from duty in May 25, 1987. It held that the retrenchment was valid.

4. The learned counsel for the petitioners submitted that the retrenchment notice did not accompany the retrenchment compensation and as such the retrenchment was invalid.

5. The notice of retrenchment issued by the Divisional Engineer, The Sunam II Lining Division, of the Corporation to the petitioner in CWP No. 677 of 1993 vide letter No. 1482-85/PSTC/II/SGR/14-E, dated April 15, 1987, reads as under:-

" It is regretted to notify that on 15.4.1987 on account of completion of World Bank Aided Project for lining of water-courses and due to acute paucity of funds, some of the categories of workmen have become surplus and it is, therefore, decided to retrench such employees who have become surplus and it is, therefore, decided to retrench such employees who have become surplus, being junior most in their respective categories.

In view of this fact, you are, therefore, retrenched from the service of the Corporation w.e.f. 18.5.1987 A.N. and accordingly, you are hereby given one month's notice w.e.f. 19.4.1987 F.N. as envisaged-under the statutory provisions under Industrial Disputes Act and Rules thereunder. This one month's notice be treated as provided u/s 25F of the Industrial Disputes Act.

Retrenchment compensation as payable under the Industrial Disputes Act should be collected from the office of Divisional Engineer, Sunam L/D No. II. PSTC Ltd., Sangrur on any working day between 13.5.1987 to 15.5.1987 whereafter the same will be sent to you through registered post."

The petitioner was called upon to collect the retrenchment compensation as payable under the Industrial Disputes Act and the Rules thereunder on any working day between May 13, 1987 to May 15, 1987. It is not disputed that the petitioners have withdrawn the retrenchment compensation. The learned counsel says that the retrenchment notice is defective.

6. The submission is devoid of any merit. The petitioner has been paid retrenchment compensation. The notice of retrenchment itself says that the petitioner can collect the retrenchment compensation from the office of the Divisional Engineer and no fault can be found with the notice of retrenchment.

7. Apart from this, the petitioner's services were dispensed with on completion of the work of the World Bank Aided Project and on these proved facts, the provisions of Section 25FFF of the Industrial Disputes Act would be applicable and not of Section 25F. In *Sunder Singh and Anr. v. Beas Construction Board and Ors.* ILR 1979 P & H (1) Punj & Har. 45, a Full Bench of this Court held thus :-

"In my view, the observation of their Lordships of the Supreme Court, reproduced above, leave no room for any doubts and on the strength of the said observations, I find no escape from the conclusion that in cases falling u/s 25FFF of the Act, payment of retrenchment compensation is not a condition precedent and that retrenchment compensation has not to be paid along with the discharge notice. The observations in Raghbir Singh's case, on which reliance had been placed by the learned counsel for the petitioners, in my view, go contrary to the observations of their Lordships of the Supreme Court and in this situation, with respect I find that the view taken in Raghbir Singh's case does not lay down the correct law."

8. For the reasons stated above, these petitions fail and are dismissed.