(2019) 12 DEL CK 0060

In the Delhi High Court

Case No : Letters Patent Appeal No. 685, 687 Of 2019, Civil Miscellaneous Application No. 47291, 47294, 47646, 47649 Of 2019

Man Singh	APPELLANT
Vs	
Reliance Integrated Services Pvt Ltd	RESPONDENT

Date of Decision : 05-12-2019

Acts Referred:
Industrial Disputes Act, 1947 — Section 25F

Citation : (2019) 12 DEL CK 0060

Hon'ble Judges : Vipin Sanghi, J;Rekha Palli, J

Bench : Division Bench

Advocate : Prakhar Bhatnagar, Mohit Tyagi, Aman Kharb

Final Decision : Disposed Of

Judgement

Vipin Sanghi, J

1. The two appeals have been preferred by the aforesaid appellants to assail the decisions dated 13th August, 2019 rendered by the learned Single Judge in their respective writ petitions taken note of hereinabove. Since the relevant facts, as well as the nature of the impugned order and the grievance raised by the appellants are similar, and common submissions are advanced by learned counsel for the appellants, we are disposing of these appeals by this common order.

2. The appellants were serving with the respondents-Reliance Integrated Services Pvt. Ltd in the case of the appellant-Man Singh, and M/s Sapphire Cables & Services Pvt. Ltd in the case of the appellant-Krishan Dabas. By similar letters of termination, their services were terminated in breach of the provisions of Section 25F of the Industrial Disputes Act i.e. without payment of retrenchment compensation. The termination letter in the case of the appellant-Man Singh was dated 24th February, 2011 and, in the case of the appellant-Krishan Dabas, it was dated 8th February, 2011. We reproduce both these letters

of termination hereinunder:

"February, 24, 2011

Mr. Man Singh

Employee Code. No. 35020255

Dear Mr Man Singh,

As per provisions of clause No. 06 (d) of your appointment letter No. RISPL/App No./dated 01-September-2008, this is to inform you that your services have been terminated with effect from close of working hour's on 24.02.2011.

Notice pay in lieu of the 30 days notice period will be paid to you along with your full and final settlement.

You are requested to handover charge of all your present assignments to your reporting Officer or to the person so nominated by him for this purpose.

Please contact your HR immediately for compilation of all clearance formalities of full and final settlement of your dues and obtain necessary forms for your PF/ Gratuity dues, if any, as applicable.

Please sign and return the duplicate, copy of this letter to the undersigned.

Thanking you,

Yours Sincerely

For Reliance Integrated Services Pvt. Ltd.

Sd/-

(Authorized Signatory)

CC. Payroll Section/ Personal File February 8, 2011"

"Name : Mr. Krishan Dabas

Emp Code : 23509281

Location : Delhi

1.0 You were recruited w.e.f. 01.04.2008 on a responsible position as "Operations Support Engineer" in our Network Function at Delhi Circle.

2.0 As per management decision your services are terminated w.e.f. 08.02.2011. The Company shall pay 30 days Basic Salary in lieu thereof.

3.0 Please note that you will be relieved from the Company's Services with immediate effect i.e. from closing hours of 8th February, 2011. Accordingly in this respect, you are advised to handover your charges to the concerned person nominated by your departmental head.

4.0 You are required to acknowledge the receipt of the Termination letter.

For Reliance Nextlink Private Limited

(__sd/-_)

Authorised Signatory

Co: Personal File/ Accounts Deptt. / Security Deptt."

3. The abovenoted letters show that the letters of termination were not stigmatic. However, evidently they were not in compliance with the Section 25F of the Industrial Disputes Act. Consequently, the appellant raised their respective industrial disputes. The Labour Court, in their respective claims, allowed their claims and passed awards dated 6th March, 2017 (in the case of Man Singh), and 4th March, 2017 (in the case of Krishan Dabas). In both these awards, the appellants were granted lum-sum compensation of Rs.3,00,000/- each. While awarding the compensation, the Labour Court observed, in both these awards, that there was no dearth for employment of skilled workers in Delhi-NCR and both of them would definitely have found a job if they had tried seriously. Both of them had worked with their respective ex-managements for about eight years and were ex-servicemen.

4. Dissatisfied with their respective awards, the appellants preferred writ petitions as aforesaid, which have been disposed of by the two impugned orders noted hereinabove. The Learned Single Judge noted, in both the impugned order that the appellant were serving as cable operators. The learned Single Judge held that reinstatement of the appellants was not warranted. However, the learned Single Judge held that they are entitled to enhancement of compensation. The learned Single Judge also held that the appellants would be entitled to compensation, including the salary, for 3.33 years. For determining this quantum of compensation, the learned Single Judge placed reliance on O.P. Bhandari vs. Indian Tourism Development Corporation Pvt. Ltd., (1986) 4 SCC 337 and Kailash Singh vs. The Management Committee, Mayo College, Ajmer & Ors., 2018 SCCOnLine SC 1288. Consequently, the compensation was enhanced from Rs.3,00,000/-to Rs.8,00,000/- with interest @ 9% per annum from the date of the respective awards.

5. The appellants are not satisfied with the enhancement of compensation and, consequently, have preferred the present appeals. Both the appellants have, inter alia, sought reinstatement and enhancement of compensation. They have also sought full amount of back wages with other consequential benefits like Provident Fund, Gratuity, etc. with an interest of 18% per annum.

6. We have heard learned counsel for both the appellants and perused the records. The appellants are also present in the Court and we have also interacted with them. Both of them have reared their children since their termination and provided for their education. The children of the appellants are about 27 years and above. The appellants are also drawing pension as ex-servicemen. They

state that they were drawing salary in the range of Rs.20,000/- per month at the time of their termination. Thus, their gross annual salary would be to the tune of Rs.2.5 lacs (approx). The enhanced compensation translates to Rs.1,00,000/- per year payable to appellants for eight years.

7. Even if, they had served, they could not have saved more than Rs.1,00,000/- per annum, assuming that they had financial obligations towards their families and also had to meet their own expenses. In these circumstances, we are not inclined to interfere with the impugned orders passed by the learned Single Judge.

8. Accordingly, the appeals and the pending applications are disposed of.

