
(2000) 11 P&H CK 0239

In the Punjab And Haryana At Chandigarh

Case No : Civil Writ Petition No. 11918 of 1999

Sadhu Ram

APPELLANT

Vs

Presiding Officer

RESPONDENT

Date of Decision : 06-11-2000

Acts Referred:

Industrial Disputes Act, 1947 — Section 12(3), 18(1)(3), 25

Citation : (2000) 11 P&H CK 0239

Hon'ble Judges : S.S. Sudhalkar, J; Mehtab S. Gill, J

Bench : Division Bench

Advocate : Mr. G.S. Bawa, for the Appellant; Mr. Pankaj Gupta, for the Respondent

Judgement

Mehtab S. Gill, J.—The petitioner was engaged as a Chowkidar and posted under respondent No. 3 on July 24, 1987. His services were terminated on January 17, 1988. He gave demand notice on February 2, 1988. The Assistant Labour Commissioner, Rohtak summoned the parties for conciliation proceedings. On March 8, 1988, the matter was settled between the parties and a settlement was arrived at. According to the settlement, the petitioner was to be paid salary for two months and was to be re-instated into service with effect from May 10, 1988 in the centres of Districts Hisar/Sirsa. The petitioner was paid his salary for two months as per settlement. However, he was not taken back into service. The petitioner issued notice but to no effect. Vide letter dated September 1, 1988, the Assistant Labour Commissioner directed the respondent-department to implement settlement and re-instate the petitioner but respondent No. 3 did not pay any heed to it.

2. We have heard learned counsel for the parties and gone through the petition and annexures attached therewith.

3. At the very outset, learned counsel for the petitioner has drawn our attention to the document dated March 8, 1988 (Annexure P-1) whereby a settlement between the parties had been arrived at before the Assistant Labour

Commissioner (C), Rohtak, relevant portion of which is reproduced as under :

1. "The wages of Shri Sadhu Ram for the period of December, 87 and January 88 will be paid by the Aman Security and Detective in the presence of the management of F.C.I, within ten days from today. If me payment is not made within ten days D.M.. F.C.I., Hisar will make the payment and deduct the amount from the said contractor's payment on 11th day.

2. Shri Sadhu Ram son of Shri Jodha Ram will be reengaged as Watchman by 10th of May, 88 by the Contractor M/s Aman Security and Detective in the centres of Distt. Hissar/Sirsa.

In view of the above understanding the dispute of Shri Sadhu Ram has been closed in this office.

Sd/- (K.D. Sharma), Sd/- (Sadhu Ram) Asstt. Manager (Admn.), Workman FCI, Hissar.

Sd/- J.S. Tanwar, Director, Aman Security and Detective Agency, Chandigarh.

Sd/- S.P. Pipal, ALC(C) Rohtak."

4. Learned counsel for the petitioner has contended that as per the settlement, the wages of the petitioner for the months of December, 1987 and January, 1988 have been paid, but he has not been re-engaged in service as a watchman, thus, violating the terms and conditions of settlement.

5. Learned counsel for the respondent No. 4 has contended that the petitioner is not their workman.

6. We do not agree with the contention put forward by the learned counsel for respondent No. 4 because if the petitioner was not their workman, then there was no need for the respondents to settle the dispute with the workman before the Assistant Labour Commissioner, Rohtak.

7. Learned counsel for the petitioner in support of his contention, has placed reliance upon the decision in the case of All India Textile Janta Union v. Dy. Labour Commissioner 1994(2) SCT 232, wherein it has been held that settlements are of two categories, the first one being outside conciliation proceedings and the second being in the course of conciliation proceedings, the settlement of second category is binding on all the parties to industrial dispute. In the case in hand, the settlement was arrived at before the Assistant Labour Commissioner, Rohtak and thus, the same is binding on both the parties.

8. Keeping in view the settlement arrived at between the parties and the law laid down in the authority cited above, we are of the considered view that petitioner deserves to be reinstated in service with all consequential benefits.

9. For the reasons recorded above, we allow the writ petition and set aside the order dated January 29, 1999 passed by the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Chandigarh. We further direct

respondents 2, 3 and 4 to take the petitioner back in service with all consequential benefits. Regarding the point of back wages, nothing has been brought on record that the petitioner was gainfully employed and we, thus, deem it appropriate to give full back wages to the workman from the date of demand notice. These directions be carried out within a period of two months from today.

10. Petition allowed.