
(1995) 07 P&H CK 0059

In the Punjab And Haryana At Chandigarh

Case No : C.W.P. No. 9266 of 1988 and C.M. No. 13937 of 1988

Thermal Power House, Haryana State Electricity Board and
Another

APPELLANT

Vs

Presiding Officer, Labour Court and Another

RESPONDENT

Date of Decision : 06-07-1995

Acts Referred:

Industrial Disputes Act, 1947 — Section 2(00), 25F

Citation : (1997) 3 LLJ 599 : (1996) 112 PLR 266

Hon'ble Judges : N.K. Sodhi, J

Bench : Single Bench

Advocate : D.D. Gupta, for the Appellant; Abha Rathore, for the Respondent

Final Decision : Dismissed

Judgement

N.K. Sodhi, J.

1 .This order will dispose of a bunch of nineteen writ petitions bearing Nos. 9249, 9250, 9251, 9252, 9253, 9254, 9266, 9267, 9268, 9269, 9270, 9271 of 1988, 984, 985, 986, 987, 988, 990 and 991 of 1992 in which common questions of law and fact arise.

2. The respondent-workmen in all these cases were appointed as Mates some time in the years 1980 and 1981 by the Thermal Project, Faridabad which is a unit of the Haryana State Electricity Board. According to the petitioner-management the workmen were being appointed for a fixed period from time to time and that their services came to an end on August 31, 1982 on the non-renewal of their contract of employment. It is not in dispute that each of the workmen had completed more than 240 days of service. The termination of their services gave rise to industrial disputes which were referred for adjudication under Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short the Act) to the Presiding Officer, Labour Court, Faridabad. Since the issues arising in the cases were the same, all the references were consolidated. After

recording evidence of the parties and on a consideration thereof, the Labour Court found that services of the workmen had been terminated without complying with the provisions of Section 25-F of the Act. Consequently, the Labour Court concluded that their services were wrongly terminated and the petitioner- management was directed to reinstate them with continuity of service. Some of the workmen had raised the dispute after a lapse of several years from the date of their termination and, therefore, they were denied back wages while others who had raised the dispute in time were directed to be reinstated with full back wages. Two separate awards were given by the Labour Court which have been impugned in these writ petitions.

3. Learned counsel appearing for the petitioners submitted that since the services of the workmen were terminated on account of non renewal of their contract of employment, therefore, their termination did not amount to retrenchment within the meaning of Section 2(oo)(bb) of the Act and the management was not obliged to comply with the provisions of Section 25-F of the Act. There is no merit in this submission. Admittedly, the services of the workmen were terminated on August 31, 1982 and Clause (bb) of Section 2(oo) of the Act on which reliance has been placed was introduced by Central Act 49 of 1984 with effect from August 18, 1984. Amendment brought about in the definition of retrenchment does not operate retrospectively and, therefore, the case of the workmen-respondents is not governed by this clause. In the absence of this clause, the termination even though by efflux of time would be covered by the definition of retrenchment as it stood prior to August 18, 1984 and, therefore, the Labour Court was right in holding that the termination was illegal having been brought about in violation of the provisions of Section 25-F of the Act.

4. It was then contended on behalf of the petitioners that the respondent-workmen were contract labourers and therefore, the dispute raised by them could not be adjudicated by the Labour Court in view of the provisions of Contract Labour (Regulation and Abolition) Act, 1970. This contention is also devoid of merit. The letter of appointment of the workmen makes it clear that they were appointed by the Executive Engineer of the Thermal Project, Faridabad which is a unit of the Haryana State Electricity Board. It cannot, therefore, be said that the workmen were contract labourers.

5. No other point was raised.

6. For the reasons recorded above, the impugned awards of the Labour Court are upheld and the writ petitions dismissed. There is no order as to costs.