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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Reserved on: 19th January, 2026

Date of Decision: 27th February, 2026

Uploaded on: 27th February, 2026

+ W.P.(C) 6918/2014, CM APPL. 16302/2014, CM APPL. 41674/2016

PUNJAB & SIND BANK

.....Petitioner

Through: Mr. Rajat Arora, Mr. Niraj
Kumar & Mr. Sourabh Mahila,
Advs.

versus

RAMESH CHANDRA SEMWAL

.....Respondent

Through: Mr. Sandeep Sharma, Sr. Adv. with
Mr. Hunny Singh and Mr. Ankit
Parindiyal, Advs.

CORAM:

HON'BLE MS. JUSTICE SHAIL JAIN

J U D G M E N T

SHAIL JAIN, J.

1. The present Writ Petition has been filed under Article 226/227 of the Constitution of India, *inter-alia*, assailing the Award dated 09.06.2014 (*hereinafter 'Impugned Award'*) passed by Ld. Central Government Industrial Tribunal II, New Delhi (*hereinafter 'CGIT'*) answering the reference in negative terms holding the termination of the Respondent/Workman to be void and that the Respondent/Workman is entitled for reinstatement with regularization of his services as Orderly/ Daftari.



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BRIEF FACTS:

2. The Petitioner is a Nationalized Bank constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1980 having its branches all over India including its branch at Mussoorie in Dehradun District, Uttarakhand.

3. The Respondent/Workman was employed with the Petitioner/bank since 1988 in the capacity of a temporary employee (Peon) at its Zonal Office in Dehradun *vide* appointment letter dated 19th September 1988. The initial appointment was for a period of 30 days w.e.f. 21st September 1988, the terms and conditions of appointment stipulated that the engagement was temporary in nature.

4. In the year 1992, the Petitioner/Bank terminated the services of the Respondent/Workman without any notice, in pursuance to which the Respondent/workman raised an industrial dispute. Consequently, *vide* Order dated 22.08.1997, the Central Government declined to make a reference of the dispute to the Industrial Tribunal for adjudication under Section 12(5) of the Industrial Disputes Act, 1947 (*hereinafter 'the Act'*), holding that the Respondent had worked only intermittently, namely: 87 days in 1988, 111 days in 1989, 26 days in 1990, 20 days in 1991, and 20 days in 1992. Therefore, it was held that the Respondent had not completed 240 days of continuous service in any twelve calendar months preceding the date of termination of his services.

5. In the interregnum, the Respondent/workman was reappointed by the bank on 16.12.1996 and was engaged as a temporary employee against a vacant post on the panel of subordinate staff, on the post of Orderly(Temporary), at the Punjab and Sind Bank, Mussoorie Branch, Dehradun.

6. During his tenure of serving as temporary orderly, the Workman raised a



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demand before the management seeking regularization of his services which were not regularized; instead, another individual was appointed by the management on compassionate grounds. Workman thereafter, filed Petition No. 205 of 2003 (SS) before the High Court of Uttarakhand at Nainital seeking regularization of his services; however, the same was dismissed with liberty to avail appropriate remedies before the competent forum.

7. Thereafter, the Respondent/Workman continued to discharge his duties as a temporary employee on the bona fide belief and legitimate expectation that his services would be regularized, as he had been assured by the Petitioner/Bank that necessary communications in that regard had already been forwarded to the competent higher authorities. However, on 11.05.2003, the services of the Respondent were terminated abruptly by the Petitioner/Bank without issuing any notice whatsoever. At the time of such termination, the last drawn salary of the Respondent/Workman was Rs.2,750/- per month, besides other admissible allowances. In pursuance to which, the Respondent raised an industrial dispute under Section 2A of the Act challenging the illegal termination of his services. Thereafter, upon failure of conciliation proceedings conducted under Section 12 of the Act, the appropriate Government, in exercise of its powers under Section 10(1) read with Section 10(2A) of the Act, referred the dispute for adjudication to the CGIT *vide* Notification No. L-12012/59/2007 dated 17th October, 2007. The Tribunal was called upon to adjudicate the following reference question:

“Whether the action of the Management of Punjab & Sind Bank in terminating/disengaging Shri Ramesh Chandra Semwal employed as a sub-staff at Mussoorie Branch of Punjab & Sind Bank w.e.f. 11.05.2003



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without any notice and compensation under the provisions of the Industrial Disputes Act, 1947 is legal and justified. If not, to what relief is the concerned workman entitled and from which date?"

8. Before the CGIT, the Workman in his statement of claim filed under Rule 10B of the Act averred that Respondent/Workman had been employed with the Petitioner/Bank since 1996 and was illegally retrenched from the services. In response thereto, the Petitioner herein, filed a preliminary objection to the said claim on the grounds of delay and laches. On merits, it was submitted that the Respondent was engaged purely on a temporary basis and never completed 240 days of service in preceding calendar year. It was further submitted that the termination of the Respondent was in accordance with the contractual terms, which permitted termination without notice or without assigning any reason. Consequently, no legitimate expectation of regularization could arise.

9. Consequently, the learned CGIT upon appreciation of the pleadings and evidence(s) led by the parties *vide 'Impugned award'* held the termination to be *void ab initio*. The Tribunal further observed that once the Respondent had prima facie established continuous service, the onus shifted upon the Bank to rebut the same; however, despite being afforded sufficient opportunities, the Bank failed to discharge the said burden. The Tribunal thus answered the reference in favour of the Respondent-workman, directing his reinstatement with continuity of service with no back wages, and regularization with effect from the date of termination. The award of the CGIT reads as under:

"On the basis of aforesaid discussion I am of considered view that reference is liable to be decided in favour of workman and against management. Which



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is accordingly decided.

Workman Sh. Ramesh Chand Samwal in the instant case rendered service as a casual worker as Orderly/ Daftari for more than 240 days in each calendar year to management. So, he is entitled for reinstatement with regularization of his services. Management is directed to reinstate workman Sh. Ramesh Chand Samwal and regularized him as Orderly/ Daftari after expiry of period of limitation of available remedy against award but workman is not entitled for back wages as he has neither pleaded in his claim statement nor proved that he remained unemployed since his termination on 11.05.2003 upto the date of Award. This will meet the ends of justice. Award is accordingly passed.”

10. Being aggrieved by the *Impugned order*, passed by CGIT, the present Writ Petition is filed by the Petitioner/Bank assailing the same praying that the said award be set aside. The Petitioner further prayed for an *ad interim* Order restraining the execution of the said award.

ISSUES INVOLVED:

The sole question before this Court at present is:

- *Whether the Learned CGIT was justified in answering the reference in favour of the workman by directing reinstatement and regularization of his service?*

SUBMISSIONS OF PARTIES:

11. As for the submissions of the parties, the preliminary objection raised by the Petitioner is that the reference itself suffers from gross and unexplained delay. The termination is stated to be dated 11.05.2003, whereas the industrial dispute was



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raised only in the year 2007, after a lapse of approximately four years. According to Petitioner, the Respondent took no steps during this interregnum therefore, such unexplained delay and laches ought to have weighed with the appropriate Government while considering the question of reference, and the learned CGIT ought to have taken this aspect into account while adjudicating the dispute and granting relief.

12. The first and foremost submission on behalf of the Petitioner on merits is that Section 25F of the Act is not attracted in the facts of the present case and the learned CGIT has proceeded on an erroneous understanding that the requirement of completion of 240 days can be assessed with reference to any calendar year. Petitioner contends that in law, however, the requirement of 240 days' continuous service is to be computed with reference to the twelve months immediately preceding the date of termination, and not on the basis of a calendar year or year-wise calculation. He goes on to submit that in the present case, the date of termination is 11.05.2003 and, therefore, the relevant period for determining whether the Respondent had completed 240 days would be from 12.05.2002 to 11.05.2003 therefore, the CGIT has fallen into patent error in assessing the completion of 240 days on a calendar-year basis, which is legally unsustainable.

13. The next submission on behalf of the Petitioner is that the Respondent had earlier approached the High Court of Uttarakhand at Nainital seeking regularization and other reliefs. The said Writ petition was disposed of with liberty to withdraw the same and to avail appropriate remedy before appropriate forum in accordance with law hence, this clearly demonstrates that the Respondent had already invoked judicial remedies prior to initiating the present proceedings.



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14. Counsel for the Petitioner further submits that in relation to an earlier dispute raised by the Respondent, the learned Conciliation Officer, by order dated 22.08.1997, declined to make a reference under Sec 10 of the act. Learned Counsel goes on to submit that in the said order, it was specifically recorded that the workman had worked only 87 days in 1988, 111 days in 1989, 26 days in 1990, 20 days in 1991 and 20 days in 1992 and it was observed that the workman had not completed 240 days in any completed period of twelve calendar months preceding the alleged termination and, therefore, the provisions of Section 25F were not attracted. He further mentions that although the said order pertains to an earlier period (1988–1992) and the present dispute relates to a subsequent period (1996–2003) however, this background is relevant to demonstrate the intermittent, casual and non-continuous nature of the Respondent’s engagement throughout.

15. It is further submitted by the Petitioner that the burden of proving completion of 240 days squarely lies upon the workman. He contends that it being a settled principle of law that the initial onus to establish continuous service rests on the employee, the burden shifts to the management only after the workman discharges his primary obligation by producing cogent material, such as appointment records, wage slips, documentary evidence, or by taking appropriate steps calling upon the employer to produce muster rolls or other relevant records. In the present case, there is no appointment letter evidencing regular employment, no termination letter, and only temporary engagement letters relating to PTS/temporary arrangements. Therefore, in the absence of foundational evidence from the workman, the learned CGIT has erroneously shifted the burden upon the Bank merely on the ground that muster rolls were not produced. Such an approach is contrary to settled legal principles and is unsustainable in law. In support of the



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said contention counsel has relied upon the decision of Hon'ble the Supreme Court in *Essen Deinki v. Rajiv Kumar*, (2002) 8 SCC 400 in which it was held that the onus to prove 240 days lies primarily on the workman and not on employer.

16. He also contends that the CGIT's conclusion that the Respondent had completed 240 days is itself vitiated, as it is founded upon an incorrect mode of computation and does not assess the period immediately preceding the date of termination. On this ground alone, the impugned finding deserves to be set aside. He places reliance upon *Mohd. Ali v. State of H.P.*, (2018) 15 SCC 641, contending that for the purposes of Section 25-B(2) of the Act, the computation of 240 days must be made by reckoning the 12 calendar months immediately preceding the date of termination, and not with reference to any other anterior or arbitrary year.

17. Lastly, it is submitted by the counsel for the Petitioner that, assuming without admitting that the Respondent were to succeed on merits, the question of appropriate relief would then arise for consideration. The termination in the present case dates back to the year 2003 and, as on date, nearly 23 years have elapsed. The Respondent was admittedly engaged as a PTS/Daftari on daily wages and, as per his own case, was earning approximately Rs. 970/- per month at the relevant time, in view of the considerable lapse of time, the purely temporary and casual nature of the engagement, and the fact that the Respondent is now approximately 55–58 years of age and thus in close proximity to the age of superannuation, the grant of reinstatement would neither be practical nor equitable.

18. Accordingly, it is prayed by the Petitioner that even if this Court were to return a finding against the management on other issues, the only just and appropriate relief, if any, would be the award of lump-sum monetary compensation



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in lieu of reinstatement and back wages, and not an order directing reinstatement with consequential benefits. In support of the said contention counsel has relied upon the decisions of Hon'ble the Supreme Court in *B.S.N.L. v. Bhurumal*, (2014) 7 SCC 177 in which the Supreme Court held that even where termination is found to be in violation of Section 25-F of the Industrial Disputes Act, 1947, reinstatement with back wages is not automatic; compensation in lieu of reinstatement may be appropriate, particularly in cases of short-term or daily-wage employment. Similarly, in *Jasmer Singh v. State of Rajasthan*, (2015) 4 SCC 458 the Supreme Court reiterated that relief must be moulded based on the facts and circumstances of each case, and that long lapse of time or irregular appointment may justify awarding monetary compensation instead of directing reinstatement.

19. In contradistinction, ld. counsel appearing on behalf of the Respondents made an attempt to sustain the finding(s) which have been arrived at by learned CGIT by urging that burden to disprove completion of 240 days of continuous service lay upon the Petitioner/Bank and not upon the workman as the workman had duly discharged the burden of proving completion of 240 days of continuous service in the twelve months preceding the date of termination. It was contended that, in the counter-affidavit filed before the CGIT, the Branch Manager of the Petitioner/Bank had himself admitted that the Respondent had continuously worked for more than 240 days. In view of such a categorical admission, the burden stood shifted upon the Petitioner-Bank to establish to the contrary, which it failed to do.

20. It was further submitted that the Respondent was paid arrears amounting to ₹16,759/- by the management pursuant to a bi-partite settlement on account of short payment made to the workman from 1997 to 2001. According to learned



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counsel for respondent, such payment unequivocally establishes the existence of an employer–employee relationship between the Respondent and the Petitioner-Bank.

21. Additionally, it was also pointed out that during cross-examination, one of the witnesses examined on behalf of the Petitioner admitted that the Respondent had worked during his tenure/postings. In addition, various letters exchanged between the Respondent and the Branch Manager were placed on record, which, according to learned counsel, clearly demonstrate that the Respondent was engaged in the services of the Petitioner/Bank. Counsel for the respondent also goes on to submit that the Branch Manager of Punjab and Sindh Bank Branch, Masoorie had written letter to Zonal Manager through which they demanded that there is no Sub Staff in the Branch and the workman is the only sub staff who is a fit person to be regularized as Orderly /Daftari etc as per the norms of the bank which is also specifically mentioned in his claim statement made before the CGIT.

22. It was further submitted by the counsel for the Respondent that, apart from a bald assertion in the Written statement that the workman had not completed 240 days of service, there was no specific or categorical denial in the counter affidavit filed by the Bank before the High Court of Uttarakhand at Nainital disputing that the workman was working with the Bank. On the contrary, the counsel for the Respondent urged that the pleadings disclose an implicit admission of engagement, moreover, for the period from 1997 to 2003, several communications were addressed by Branch Managers and other competent authorities of the Bank acknowledging that the workman had been continuously working with the Bank.

He further contends that even the Branch Managers posted at the Branch Office, Mussoorie, had addressed communications to the Zonal Office specifically stating that there was no sanctioned sub-staff available at the Branch and that the



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Respondent/workman was the only person discharging duties as sub-staff and in view of the exigencies of work and the continued requirement of his services, it was recommended that the Respondent/workman be regularized against the said post.

23. Learned counsel further contended that the Respondent's engagement stood corroborated by attendance records and payment vouchers which were also produced before Id. CGIT. Additionally, despite specific directions issued by the Tribunal, the Petitioner-Bank failed to produce the muster rolls and attendance registers for the relevant period so as to establish the actual number of days the Respondent/workman has worked. Therefore, in these circumstances, an adverse inference was liable to be drawn against the management.

24. Learned counsel for the Respondent concluded his arguments by submitting that the workman had duly discharged the burden of proving completion of 240 days of continuous service, coupled with the fact that he had worked from 1996 till 2003, before the learned CGIT. It was contended by the Respondent that the Award records a categorical finding that once the workman had led evidence in support of his claim, no documentary evidence to the contrary was produced by the Bank, in view of the matter, the learned CGIT observed that the workman had produced all possible evidence available to him to establish that he had worked for 240 days in each calendar year which remains unrebutted. Moreover, the Award further notes that, on the basis of such material, the Branch Manager of the concerned branch of Punjab & Sind Bank had addressed a communication to the higher authorities recommending the regularization of the workman. This, according to the Tribunal, lends support to the plea of continuous engagement.

25. In addition, counsel for the Respondent submits that it has been recorded



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that the management failed to produce the relevant muster rolls or attendance records to rebut the workman's assertion that he had completed 240 days of service in each calendar year and relying upon the principles laid down by the Hon'ble Supreme Court in *H.D. Singh v. Reserve Bank of India*, (1985) 4 SCC 201, the learned CGIT held that, in the absence of rebuttal evidence from the management, the workman's evidence remained uncontroverted and deemed admitted. Consequently, the provisions of Section 25F of the Act were held to be attracted.

26. With regard to the judgments relied upon by the Petitioner, namely *Bhurumal (supra)* and *Mohd. Ali (supra)*, it was submitted that the reliance placed thereon is misconceived. It was argued that in *Bhurumal(supra)*, the Hon'ble Supreme Court did not lay down that reinstatement must invariably be denied in cases of illegal termination; rather, it recognised that compensation in lieu of reinstatement may be granted depending upon the facts and circumstances of a given case. The said decision does not mandate denial of reinstatement where a clear violation of Section 25F of the Industrial Disputes Act, 1947 is established.

27. Insofar as *Mohd. Ali(supra)* is concerned, it was submitted that the said judgment turned on its own peculiar facts, where the workman had failed to establish completion of 240 days of service in the twelve months preceding termination, and there was also unexplained delay coupled with circumstances indicating abandonment of service. In those facts, the Hon'ble Supreme Court declined reinstatement due to the absence of statutory entitlement under Section 25F of the Act. It was, therefore, contended that the said decision has no application to the present case, which is governed by materially different facts.

28. Learned counsel for the Respondent placed reliance upon the recent judgment of the Hon'ble Supreme Court in *Shripal & Anr. v. Nagar Nigam*,



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Ghaziabad, decided on 31 January 2025 in Civil Appeal No. 8157 of 2024, wherein the legal position has been clarified. It was submitted that the Hon'ble Supreme Court held that where there is a violation of mandatory statutory provisions, including Section 6-N of the U.P. Industrial Disputes Act, 1947 (which is *pari materia* with Section 25F of the Industrial Disputes Act, 1947), reinstatement with continuity of service and consequential benefits is the normal rule, and denial thereof would amount to rewarding the employer for an illegal act.

29. It was further submitted that the said judgment marks a clear departure from the approach adopted in *Bhurumal(supra)* where compensation was awarded in the exercise of extraordinary powers, and categorically holds that reinstatement with continuity of service and consequential benefits must ordinarily follow where illegal termination and continuous engagement are conclusively established. The Respondent also relied upon documentary evidence, including letters issued by the Petitioner-management, to demonstrate continuous engagement from 1988 to 2003, thereby distinguishing the present case from *Mohd. Ali (supra)*.

30. Accordingly, it was submitted that the present case is squarely covered by the ratio laid down in *Shripal & Anr.(supra)*, and that reinstatement with continuity of service and consequential benefits is the legally justified and appropriate relief.

DISCUSSION:

31. Having heard learned counsel for the parties at length and upon perusal of the material placed on record, it is evident that the controversy lies within a narrow compass. The principal grievance of the Petitioner is not that the workman was



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never engaged with the Petitioner/Bank or that he never worked for 240 days at all, but rather that the workman did not complete 240 days of continuous service in the preceding year so as to attract the provisions of Section 25F of the Act.

32. On the other hand, the workman has, since the inception of the dispute, consistently maintained that he had fulfilled the pre-requisites of Section 25F by establishing that he had completed the requisite period of continuous service. It is contended by the Respondent that the said assertion has remained un rebutted, as the Bank has failed to controvert the same in any manner whatsoever.

33. The CGIT, after due consideration of the pleadings and the documents placed on record, answered the reference in favour of the workman and directed his reinstatement and regularization. It further held that the workman, upon whom the initial onus lay to establish completion of 240 days of continuous service, had, to a substantial extent, discharged the said burden. Thereafter, the onus shifted upon the Petitioner to demonstrate that the workman had not completed the requisite period so as to attract the protection of Section 25F; however, the Petitioner failed to discharge the said burden. Consequently, in consonance with the settled judicial precedents governing the field, the CGIT granted relief in favour of the workman.

34. Now adverting to the rival submissions urged on behalf of the parties. The preliminary objection of the Petitioner/Bank is that the reference suffers from gross and unexplained delay, the termination having taken place on 11.05.2003 and the dispute having been raised in the year 2007. It is well settled that the Industrial Disputes Act, 1947 does not prescribe any period of limitation for raising an industrial dispute. Though delay and laches may, in appropriate cases, be a relevant consideration while moulding relief, mere delay by itself does not render the



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reference incompetent, particularly where the relationship of employment and the legality of termination are in issue. Also, mere passage of time does not validate an otherwise illegal refusal of employment nor does it extinguish statutory rights under the Industrial Dispute act. It would be apposite to mention that where the illegality goes to the root of the employer's action, the wrong partakes the character of a continuing one until lawfully remedied. The appropriate Government, being satisfied that an industrial dispute existed or was apprehended, made the reference under Section 10 of the Act. The validity of such administrative satisfaction cannot be lightly interfered with unless shown to be perverse or mala fide, which does not seem to be the case here.

35. Reliance can be placed upon the decision of Hon'ble the Supreme Court in *Ajaib Singh v. Sirhind Coop. Marketing-cum-Processing Service Society Ltd.*, (1999) 6 SCC 82, wherein the Supreme Court held that Article 137 of the Limitation Act does not apply to proceedings under the Industrial Disputes Act, and relief cannot be denied merely on the ground of delay unless actual prejudice is proved. The Court further held that it is not for courts to prescribe a limitation period where the legislature has consciously omitted one, though relief such as back wages may be moulded in cases of delay. The relevant paragraph reads as under:

“10. It follows, therefore, that the provisions of Article 137 of the Schedule to the Limitation Act, 1963 are not applicable to the proceedings under the Act and that the relief under it cannot be denied to the workman merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the Labour Court can be generally questioned on the ground of delay alone. Even in a case where the delay is shown to be



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existing, the tribunal, labour court or board, dealing with the case can appropriately mould the relief by declining to grant back wages to the workman till the date he raised the demand regarding his illegal retrenchment/termination or dismissal. The court may also in appropriate cases direct the payment of part of the back wages instead of full back wages. Reliance of the learned counsel for the respondent management on the Full Bench judgment of the Punjab and Haryana High Court in Ram Chander Morya v. State of Haryana [(1999) 1 SCT 141 (P&H) : ILR (1999) 1 P& H 93 (FB)] is also of no help to him. In that case the High Court nowhere held that the provisions of Article 137 of the Limitation Act were applicable in the proceedings under the Act. The Court specifically held “neither any limitation has been provided nor any guidelines to determine as to what shall be the period of limitation in such cases”. However, it went on further to say that

“reasonable time in the cases of labour for demand of reference or dispute by appropriate Government to labour tribunals will be five years after which the Government can refuse to make a reference on the ground of delay and laches if there is no explanation to the delay”.

We are of the opinion that the Punjab and Haryana High Court was not justified in prescribing the limitation for getting the reference made or an application under Section 33-C of the Act to be adjudicated. It is not the function of the court to prescribe the limitation where the legislature in its wisdom had thought it fit not to prescribe any period. The courts admittedly interpret law and do not make laws. Personal views of the Judges presiding over the Court cannot be stretched to authorise them to interpret law in such a manner which would amount to legislation intentionally left over by the legislature. The judgment of the Full Bench of the Punjab and Haryana High Court has completely ignored the object of the Act and various pronouncements of this Court as noted hereinabove and thus is not a good law on the point of the applicability of the period of limitation for the purposes of invoking the jurisdiction of the courts/boards and tribunal under the Act.”



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36. Moreover, the record discloses that the Respondent had earlier approached judicial fora seeking redress. The fact that the Respondent–Workman was actively pursuing remedies, albeit before a forum that may not have been strictly appropriate, clearly demonstrates that he was not indolent or negligent in asserting his rights. On the contrary, it reflects a bona fide effort on his part to ventilate his grievance and seek redress through such legal avenues as were available to him. In these circumstances, the delay of approximately four years cannot be said to be fatal so as to vitiate the reference itself. The preliminary objection is accordingly rejected.

37. Coming to the principal contention of the Petitioner on merits that the learned CGIT erred in computing 240 days of continuous service on a calendar-year basis instead of with reference to the twelve months immediately preceding the date of termination, i.e., 12.05.2002 to 11.05.2003.

38. In order to appreciate the contention advanced by the Petitioner, it would be apposite to advert to Section 25B of the Act, which defines the expression “continuous service” as:

“25B. Definition of continuous service.—*For the purposes of this Chapter,—*

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he



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shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and*
- (ii) two hundred and forty days, in any other case;*

(b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

- (i) ninety-five days, in the case of a workman employed below ground in a mine; and*
- (ii) one hundred and twenty days, in any other case.”*

39. There can be no quarrel with the legal proposition that, for the purposes of Section 25F read with Section 25B of the Act, the relevant period is twelve calendar months immediately preceding the date of termination. However, the controversy in the present case is not merely one of the modes of computation, but whether the Respondent had, in fact, completed 240 days of continuous service in the relevant period.

40. The Award records a categorical finding that the workman had led both oral as well as documentary evidence to establish his engagement from 1996 till 2003. It further notes that the Branch Manager, in various communications addressed to the higher authorities, expressly acknowledged that the Respondent/Workman was working in the Branch and even recommended his regularisation itself. Moreover,



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arrears amounting to ₹16,759/- were paid to the Respondent pursuant to a bipartite settlement for the period 1997–2001, thereby unequivocally affirming the existence of an employer–employee relationship between the parties, say at least for five years. In addition, thereto, a witness examined on behalf of the management admitted in cross-examination that the Respondent had worked during his tenure, which further corroborates the case of the Workman.

41. Most significantly, the learned CGIT noted that despite specific directions, the management failed to produce the muster rolls and attendance registers for the relevant period. In law, the initial burden to assert completion of 240 days lies upon the workman. However, such a burden is not to be, rather cannot be discharged by production of documents which are exclusively in the custody of the employer. Once the workman steps into the witness box, affirms continuous engagement, produces such material as is available to him, and calls upon the management to produce statutory records, the onus shifts to the employer itself.

42. In the present case, the management was in possession of muster rolls, attendance registers and wage records. No plausible explanation has been offered for their non-production by the Petitioner/bank. In such circumstances, the learned CGIT was justified in drawing an adverse inference against the management by relying upon the principle laid down in *H.D. Singh v. Reserve Bank of India*, (1985) 4 SCC 201. The legal position with regard to burden of proof under Section 25-B is well settled. The principle enunciated by Hon'ble the Supreme Court in *H.D. Singh (supra)*, squarely applies in the present case where the Respondent/Workman has not only led oral evidence but has also relied upon the admissions made by the Petitioner/Bank in its counter-affidavit. The Petitioner-Bank, despite being called upon to do so, has failed to produce the attendance



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registers, muster rolls, or wage records, all of which were admittedly within its exclusive control. Therefore, the workman's evidence cannot be brushed aside. The relevant extract reads as under:

“Employer's failure to produce the attendance register to controvert the workman's claim as to the number of days he had actually worked will lead to an inference of the correctness of the workman's claim.”

43. The aforesaid principle was further reiterated by the Full Bench of Hon'ble Apex Court in *R.M. Yellatti v. Asstt. Executive Engineer*, (2006) 1 SCC 106, wherein, after considering and relying upon its earlier decisions, in *Range Forest Officer v. S.T. Hadimani* (2002) 3 SCC 25; *Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan* (2004) 8 SCC 195; *M.P. Electricity Board v. Haririam* (2004) 8 SCC 246; *Manager, Reserve Bank of India v. S. Mani* (2005) 5 SCC 100; and *Municipal Corporation, Faridabad v. Siri Niwas* (2004) 8 SCC 195, the Supreme Court clarified that strict proof by way of documentary evidence is not invariably possible for a workman. It was held that oral evidence adduced by the workman, coupled with the non-production of relevant records by the employer, would be sufficient to discharge the initial burden of establishing completion of 240 days of continuous service. The relevant extract reads as under:

“17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This



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burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc.

18. Now applying the above decision to the facts of the present case, we find that the workman herein had stepped into the witness box. He had called upon the management to produce the nominal muster rolls for the period commencing from 22-11-1988 to 20-6-1994. This period is the period borne out by the certificate (Ext. W-1) issued by the former Assistant Executive Engineer. The evidence in rebuttal from the side of the management needs to be noticed. The management produced five nominal muster rolls (NMRs), out of which 3 NMRs, Exts. M-1, M-2 and M-3, did not even relate to the period concerned. The relevant NMRs produced by the management were Exts. M-4 and M-5, which indicated that the workmen had worked for 43 days during the period 21-1-1994 to 20-2-1994 and 21-3-1994 to 20-4-1994 respectively. There is no explanation from the side of the management as to why for the remaining period the nominal muster rolls were not produced. The Labour Court has rightly held that there is nothing to disbelieve the certificate (Ext. W-1). The High Court in its impugned judgment has not given reasons for discarding the said certificate. In the circumstances, we are of the view that the Division Bench of the High Court ought not to have interfered



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with the concurrent findings of fact recorded by the Labour Court and confirmed by the learned Single Judge vide order dated 7-6-2000 in Writ Petition No. 17636 of 2000. This is not, therefore, a case where the allegations of the workman are founded merely on an affidavit. He has produced cogent evidence in support of his case. The workman was working in SD-1, Athani and Ext. W-1 was issued by the former Assistant Executive Engineer, Hipparagi Dam Construction Division No. 1, Athani 591 304. In the present case, the defence of the management was that although Ext. W-1 refers to the period 22-11-1988 to 20-6-1994, the workman had not worked as a daily-wager on all days during that period. If so, the management was duty-bound to produce before the Labour Court the nominal muster rolls for the relevant period, particularly when it was summoned to do so. We are not placing this judgment on the shifting of the burden. We are not placing this case on drawing of adverse inference. In the present case, we are of the view that the workman had stepped in the witness box and his case that he had worked for 240 days in a given year was supported by the certificate (Ext. W-1). In the circumstances, the Division Bench of the High Court had erred in interfering with the concurrent findings of fact.”

[emphasis applied]

44. The contention of the Petitioner that the finding is vitiated on account of computation on a calendar-year basis does not persuade this Court. The Award, read as a whole, indicates that the Tribunal was satisfied about the continuous nature of engagement till the date of termination. The existence of uninterrupted engagement from 1996 to 2003, supported by admissions and documentary communications, clearly encompasses the twelve months preceding 11.05.2003.



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The Petitioner has not produced any material to demonstrate that during 12.05.2002 to 11.05.2003 the Respondent had not completed 240 days the onus to prove which was entirely upon the Bank as can be seen from above judicial precedents.

45. Thus, the finding that the Respondent had completed 240 days of continuous service in the twelve months preceding termination does not suffer from perversity or patent illegality warranting interference under Article 226/227.

46. The reliance placed by the Petitioner on the order dated 22.08.1997 pertaining to the period 1988–1992 is not relevant as the present dispute relates to a subsequent period, i.e., 1996–2003. Even if the workman had not completed 240 days in an earlier spell, that circumstance has no determinative bearing on his status during the later period. Each alleged termination and each spell of employment must be examined on its own facts. The earlier order declining reference cannot operate as *res judicata* nor can it dilute the evidence relating to the later engagement.

47. To properly examine the contention raised by the Petitioner that the Respondent was engaged as a PTS/Daftari on daily wages therefore is not entitled to the benefit of Section 25F of the Act, it is necessary to refer to Section 25F of the Act, which sets out the pre-requisites of retrenchment, it reads as follows:

“25F. Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month’s notice in writing indicating the reasons for retrenchment and the



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period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2 [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government 3 [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]”

48. Section 25F of the Act prescribes the mandatory conditions precedent to retrenchment of a workman who has completed at least one year of continuous service, conferring a statutory right upon every such workman irrespective of the nature or capacity of his employment. It obligates the employer to issue one month's notice (or wages in lieu thereof), pay retrenchment compensation equivalent to fifteen days' average pay for every completed year of service (or part thereof exceeding six months).

49. The Petitioner has sought to emphasise that the Respondent was engaged merely as a PTS/Daftari on a daily-wage basis. However, the provisions of the Act do not carve out any exception in respect of casual, temporary or daily-rated employees; once such a workman satisfies the statutory requirement of completing 240 days of continuous service, the protection envisaged under Section 25F becomes equally applicable. The determinative test is not the nomenclature of employment but whether the workman was in continuous service as defined under Section 25B. The nature of the initial appointment, therefore, becomes wholly irrelevant once the statutory threshold is met.



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50. Moreover, it is also an admitted position that no notice, notice pay, or retrenchment compensation, as contemplated under Section 25F of the Act, was paid to the Respondent prior to or at the time of termination. Further, the materials relied upon by the CGIT including communications recommending regularisation and acknowledgment of the Respondent being the only sub-staff in the branch negate the plea of purely intermittent or sporadic engagement. Accordingly, the Bank has acted in clear contravention of the mandatory provisions of Section 25F of the Act, thereby infringing the statutory rights and lawful entitlement of the workman.

51. Lastly, counsel for the Petitioner urged that, in view of the lapse of time and the age of the workman, reinstatement would be inequitable and that compensation alone may be granted. While it is true that reinstatement is not an automatic consequence in every case of illegal retrenchment, relief in industrial adjudication must be moulded having regard to the totality of circumstances, including the length of service, nature of employment, passage of time, supervening developments and the practical feasibility of restoring the employer-employee relationship. The facts of the present case disclose that the termination was effected without compliance with Section 25F of the Act, the engagement was not for a short or fixed-term project but extended over several years (1996–2003) and the workman was continuously discharging duties akin to sub-staff, and his regularisation was recommended by the Branch Manager.

52. It is also a settled position of law that reinstatement cannot be a natural consequence if the termination is found to be in contravention of provisions of Section 25F of the ID Act. In *Telecom District Manager and Ors. Vs. Keshab Deb*



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(2008) 8 SCC 402 the Apex court has held as under:—

“27. Even if the provisions of Section 25F of the Industrial Disputes Act had not been complied with, respondent was only entitled to be paid a just compensation. While, however, determining the amount of compensation we must also take into consideration the stand taken by the appellants. They took not only an unreasonable stand but raised a contention in regard to absence of jurisdiction in the Tribunal. They admittedly did not comply with the order passed by the Tribunal for a long time. It had raised contention which are not otherwise tenable.”

53. In **Bhurumal (supra)**, Hon’ble the Supreme Court held that even where termination is found to be in violation of Section 25-F of the Industrial Disputes Act, 1947, reinstatement with back wages is not automatic; compensation in lieu of reinstatement may be appropriate, particularly in cases of short-term or daily-wage employment which reads as under:—

“33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25F of the Industrial Disputes Act, this Court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary



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*compensation which will meet the ends of justice.
Rationale for shifting in this direction is obvious.”*

54. Reliance can also be placed upon the judgment of ***Jagbir Singh vs. Haryana State Agriculture Marketing*** (2009) 15 SCC 327, in which the Hon’ble Apex Court dealt with similar issues and held that:

“7. It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of all employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention to the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment if passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee.

17. While awarding compensation, the host of factors,



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interalia, matter and method of appointment, nature of employment and length of service are relevant. Of course, each case will depend upon its own facts and circumstances.”

55. As is evident in the present case, the refusal of employment dates back more than two decades, the workman is close to the age of superannuation, reinstatement at this belated stage would serve no useful purpose. Accordingly, while upholding the impugned Award on merits insofar as it records a categorical finding of illegal refusal of employment, the relief of reinstatement is modified and substituted with payment of lump-sum monetary compensation. This modification reflects a pragmatic and equitable calibration of relief and does not in any manner dilute, efface, or reopen the finding of illegality recorded against the management, which remains intact and undisturbed.

56. The aforesaid course is fully consistent with the settled principle that relief under Article 226 of the Constitution is discretionary, flexible, and capable of being moulded to subserve the ends of justice. A Constitution Bench of Hon'ble the Supreme Court in *Charanjit Lal vs. Union of India*, AIR 1951 SC 41 held that a petition under Article 226 should not be thrown away merely on the ground that proper relief is not asked for. Thus, under Article 226 relief can be granted by the Court even by moulding the relief, if justice so requires. The substitution of reinstatement with monetary compensation in the present case is thus not a reassessment of culpability, but a judicious balancing of equities in light of supervening circumstances.

57. The ancillary issue that arises for consideration is the quantum of lump-sum compensation which is required to be paid to the Respondents/Workman. If



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Petitioner/Bank was to follow provisions of Section 25F of the ID Act, Respondents would have received retrenchment compensation and one month's notice or pay in lieu thereof.

58. At this stage, it is apposite to refer to the decision of the Supreme Court in *Amit Kumar Dubey v. M.P.P.K.V.V. Co. Ltd. &Anr.* (Civil Appeal arising out of SLP (C) No. 20902/2024 and connected matters, decided on 29 January 2025), which lays down clear guidelines for determination of the quantum of compensation in cases where reinstatement is substituted with monetary relief. Herein, the Apex Court has categorically held that compensation cannot be nominal, uniform, or arbitrary, and must bear a direct nexus with the length of service rendered by the workman. It was emphasised that a blanket award of compensation, without regard to the duration of employment, would violate the principle of proportionality. The relevant part of the judgment is extracted here under-

“9. Therefore, in the facts and circumstances of the matters, we deem it fit to enhance the compensation granted to the appellants by the High Court. We hold that the appellants would be entitled to enhanced compensation at the rate of Rs. 1.5 lakhs per year for the period they have worked and in case, they have worked for a part of the year, then the amount of compensation is to be calculated at the same rate to be applied on a pro-rata basis.[...]”

59. In light of the above principles, as enunciated by the Supreme Court in *Amit Kumar Dubey v. M.P.P.K.V.V. Co. Ltd. & Anr. (supra)*, this Court deems it fit and appropriate that the compensation in the present case be awarded in accordance with the aforesaid parameters, having due regard to the duration of



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service rendered by the Respondents and the attendant facts and circumstances.

60. It is also noticed that the learned CGIT, while directing reinstatement, has also proceeded to grant the relief of regularization of the services of the workman. Whereas, the reference was only with regard to the termination & compensation to which the workman is entitled under the provisions of the Industrial Disputes Act, 1947. A perusal of the pleadings indicates that no specific prayer whatsoever was made in the Statement of Claim filed by the workman seeking regularization.

61. Also, the Reference made to CGIT did not cover the aspect of regularization. It is further evident that the CGIT also did not frame any specific issue pertaining to regularization. In absence of reference and framing of issue, CGIT has erroneously proceeded to adjudicate the issue of regularization. It is a settled law that the Labour/Industrial Court cannot travel beyond the scope of Reference. In this regard, it would be useful to make reference to the judgment of the Apex Court in *Tata Iron and Steel Company Ltd.* (2014) 1 SCC 536, the relevant para reads as under:

“16. The Industrial Tribunal/Labour Court constituted under the Industrial Disputes Act is a creature of that statute. It acquires jurisdiction on the basis of reference made to it. The Tribunal has to confine itself within the scope of the subject-matter of reference and cannot travel beyond the same. This is the view taken by this Court in a number of cases including in National Engg. Industries Ltd. v. State of Rajasthan. It is for this reason that it becomes the bounden duty of the appropriate Government to make the reference appropriately which is reflective of the real/exact nature of "dispute" between the parties.”

62. Reliance can also be placed upon the decision rendered by the Full Bench of



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Hon'ble the Supreme Court in *Hochtief Gammon v. Industrial Tribunal*, AIR 1964 SC 1746, which deals with the jurisdiction a tribunal exercises while answering a reference. The relevant portion is extracted below:

“7. In dealing with this question, it is necessary to bear in mind one essential fact, and that is that the Industrial Tribunal is a Tribunal of limited jurisdiction. Its jurisdiction is to try an industrial dispute referred to it for its adjudication by the appropriate Government by an order of reference passed under Section 10. It is not open to the Tribunal to travel materially beyond the terms of reference, for it is well-settled that the terms of reference determine the scope of its power and jurisdiction from case to case. Section 10 itself has been subsequently amended from time to time. Act 18 of 1952 made substantial amendments in Section 10. One of these amendments was that Section 10(1)(d) now empowers the appropriate Government to refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule, or the Third Schedule, to a Tribunal for adjudication. In other words under Section 10(1)(d). The appropriate Government can refer to he Industrial Tribunal not only a specific industrial dispute, but can also refer along with it matters appearing to be connected with, or relevant to, the said dispute. In that sense the power of the appropriate Government has been enlarged in regard to the reference of industrial disputes to the Tribunal.

[emphasis applied]

63. In *Pottery Mazdoor Panchayat v. Perfect Pottery Co. Ltd.*, (1979) 3 SCC 762, Hon'ble the Supreme Court held that an Industrial Tribunal's jurisdiction is



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strictly confined to the terms of reference and it cannot travel beyond them to adjudicate issues not referred. Where the reference is limited to examining the propriety or justification of a closure, the Tribunal has no authority to question the factum of closure itself. Likewise, in the case at hand, the reference was confined only to the question of termination and the entitlement, if any, to retrenchment compensation. Therefore, the CGIT ought not to have, on its own motion, ventured to grant the relief of regularisation, which was beyond the scope of the reference.

64. A co-ordinate Bench of Madhya Pradesh High court in ***Birla Corporation Ltd. v. Deputy Labour Commissioner***, 2016 SCC OnLine MP 7995 while delineating the scope of Industrial Tribunal went on to interpreted the words 'incidental thereto' appearing in Section 10(4) of the Act in the following terms:

9. In this regard, we may take note of the provisions of section 10(4) of the Industrial Disputes Act, 1947, which contemplates that when an industrial dispute is referred for adjudication to a Labour Court, Tribunal or a National Tribunal, on a point specified by the appropriate Government for adjudication, the Labour Court or the Tribunal or the National Tribunal as the case made be, shall confine its adjudication to the matters referred and the matters incidental thereto. The words 'incidental thereto' appearing in section 10(4), according to the well settled principle of law, relate to matters which arise for consideration 'incidentally' while deciding the dispute, referred for adjudication. For example - when an industrial dispute is raised, the Tribunal or the Labour Court while adjudicating the dispute is required to determine whether the matter placed before it is infact an 'Industrial Dispute', as defined in section 2(k) of the Industrial Disputes Act; whether the person whose



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cases are referred for adjudication are ‘workman’ as defined under section 2(s) of the Act; and, whether the undertaking where the dispute has arisen is an ‘Industry’ within the meaning of section 2(j); and, such questions which go to the root of the matter and which have to be decided as a collateral issue pertaining to the jurisdiction of the Tribunal.

10. *Even though it is a well settled principle of law that an Industrial Tribunal or a Labour Court while adjudicating a dispute has no power to vary or alter the points or issues referred for adjudication, however, on the basis of pleadings made by the parties, the Tribunal is entitled to frame certain issues which fall in the category of ‘incidental issues’ which are either issues of law or mixed question of law and fact. Such ‘incidental’, ‘additional’ or ‘ancillary issues’ are required to be determined by the Tribunal as they pertain to the jurisdictional question and are normally required to be decided as a preliminary issue. If the issue goes to the root of the matter and is an issue or an objection pertaining to the maintainability of the Industrial Dispute referred for adjudication or the jurisdiction of the Tribunal itself, the Tribunal is well within its right to go into this question as an ‘incidental issue’ and decide it as a preliminary issue. If the Tribunal on such examination comes to the conclusion that it has no jurisdiction, the Tribunal is free to reject the reference.*

65. In the present case as well, the CGIT has not conducted any enquiry as to whether initial engagement of Respondents was made on regularly sanctioned posts or not. The relief of regularization cannot be granted in services of the Bank merely on completion of 240 days of service. There is a difference between directing permanency in a private establishment on completion of 240 days of



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service and directing regularisation in services of a State Instrumentality. Therefore, the scheme for conferment of benefit of permanency on completion of 240 days of service needs to be harmoniously construed with the law laid down by the Constitution Bench of Hon'ble the Supreme Court in *Secretary, State of Karnataka vs. Uma Devi* (2006) 4 SCC 1 especially when it comes to granting regularisation in services in a State instrumentality. The relevant extracts reads as under:

“47. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognised by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in cases concerned, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post.”

66. In view of this court, therefore the direction of CGIT for regularisation of services of Respondents is unsustainable. The direction is issued by traveling outside the scope of Reference and without even framing an issue. Even on merits,



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the direction is otherwise unsustainable. The jurisdiction of the CGIT is circumscribed by the terms of reference made to it by the Conciliation Officer under Section 10 of the Act, 1947. The relief of regularization was neither specifically sought nor formed part of the reference for adjudication. In adjudicating an industrial dispute, the CGIT is bound by the scope of the reference and cannot travel beyond it.

67. It is apposite to mention that the Tribunal does not exercise Writ jurisdiction so as to mould reliefs de hors the pleadings or grant benefits not contemplated within the reference. Accordingly, the direction relating to regularization of the workman's services is held to be beyond jurisdiction and is set aside as being ultra vires as the engagement was made in an informal manner without subjecting the workman to any selection process.

68. Accordingly, the following directions are passed:

- i. The ***Impugned Award*** is partly quashed and partly modified. The award regarding illegal termination of service of Respondent/Workman is upheld. But the award regarding regularization is quashed. As regards the award relating to the relief of reinstatement, the same is modified to the extent that, in lieu of reinstatement, the workman shall be entitled to a consolidated sum of compensation;
- ii. Petitioner shall pay to the Respondent/Workman a consolidated compensation of Rs.11,00,000/- (Rupees Eleven Lakhs only) within a period of three months from the date of this Order. In the event of default, the said amount shall carry interest at the rate of 9% per annum from the date of default until the date of actual payment to the Respondent/Workman. Further, payment, if any, made to the Respondent/workman under Section 17B of the Act shall be



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set off while calculating the final amount to be paid and;

iii. The relief regarding regularization as Orderly/Daftari is set aside.

69. In the aforesaid terms, the Writ Petition along with pending application(s), if any, stand disposed of. No order as to cost(s).

**SHAIL JAIN
JUDGE**

**FEBRUARY 27, 2026
H.P.**