

**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM –
LABOUR COURT NO. II, NEW DELHI**

ID No. 22/2015

Smt. Shobha Devi and 03 Ors. (Legal heirs of Late Sh. Govind Singh Dhami) vs. B.E.C.I.L.

Smt. Shobha Devi and 03 others

Legal heirs of Sh. Govind Singh Dhami,
R/o B-1, Sector-31, Noida.

...Applicant/Claimant

Versus

Broadcast Engineering Consultant India Ltd.

Through The General Manager/ The Administration Office
14-B, I.P. Estate, Ring Road,
I.T.O., Delhi-02.

... Managements/respondents

Counsels:

For Applicant/ Claimant:

Sh.Vijay Pal, Ld. AR.

For Management/ Respondent:

Sh. Saurav Rastogi, Ld. AR.

Award

04.07.2025

The present petition has been filed under section **2-A of Industrial Disputes Act, 1947 (Herein after referred as ‘the Act’)**. The claimant filed his claim statement, alleging that his services had been terminated illegally by the management in violation of section 25F of the Act, and sought reinstatement with full back wages and other consequential benefits.

The claimant asserted that he had been employed as a driver with the management since 23.09.2009, and his last drawn salary was

Rs. 11,000/- per month. He maintained that there was never any complaint regarding his work, conduct, or behavior, and that he never gave the management any cause for dissatisfaction. He further stated that he was not provided with statutory benefits such as increment, promotion, leave book, earned leave (E.L.), casual leave (C.L.), bonus, overtime, etc. On 13.06.2014, the claimant was allegedly called to the office of Sh. Abdhesh Kumar Pandit, Administrative Officer, where he was pressured to sign a resignation letter without any justification. Subsequently, on 20.06.2014, he sent a legal notice demanding the aforementioned benefits, but the management neither responded nor complied. On 30.06.2014, when he again demanded these legal benefits, the management, according to the claimant, became annoyed and terminated his services.

In response, the management filed a written statement, raising preliminary objections that the claim was false, frivolous, and devoid of any cause of action. The management alleged that the claimant had not approached the court with clean hands and had suppressed material facts. It was denied that the claimant's services had been terminated; rather, the management contended that the claimant's appointment was on a contractual basis, initially for a period of three months or until the project's completion, whichever was earlier. The management asserted that the claimant worked on various projects only after extensions were granted to his appointment. It was further claimed that the claimant was paid one month's salary before being relieved, and his services were discontinued vide letter dated 05.06.2014, bearing reference no. BECIL/HR/2014-15/Discontinuation. On merits, the management denied the claimant's assertions regarding continuous employment and denial of statutory benefits, and ultimately prayed for dismissal of the claim.

Rejoinder had been filed by the claimant where he denied the averment made by the management in its written statement and affirmed the averments in his claim statement.

After completion of pleadings, following issues were framed for adjudication:

1. Whether the workman has worked more than one year without any breakage? If so, its effect?
2. Whether the workman has been terminated illegally without following the section 25 of I.D. Act? If so, its effect?
3. Whether the appointment of the claimant was regular/permanent in nature? If so, its effect?
4. Whether the claimant has any lien or right to the post he was appointed as per terms of appointment? If so, its effect?
5. To what relief the workman is entitled to and from which date?

It is also important to mention that during the course of cross-examination, the claimant unfortunately passed away due to an accident. His widow was substituted as his legal heir who tendered her affidavit in evidence. Initially, the deceased claimant had filed his affidavit to support his case, and subsequently, his widow, Smt. Shobha Devi, filed her own affidavit of evidence in continuation, deposing on the same lines as the claim statement. She relied upon the following documents:

- Original death certificate of the claimant. (Ex.WW2/2).
- Appointment letter of her deceased husband issued by B.E.C.I.L. (Ex. WW1/A).
- Identity card of her deceased husband of the year 2010, 2013 and 2014. (Ex. WW1/B ,colly).
- Her husband was having a salary account vide A/c no. 0453/SB/01/038078 in Corporation Bank, Branch-453, Noida B-1 Sector, in which the salary of her deceased husband was transferred by the management. Passbook of the said account from the year 2009 to 2014 is Ex. WW1/C.

- A copy of the E.S.I. card issued by the management in the name of the deceased claimant Sh. Govind Singh Dhami. (Ex. WW1/D).
- A copy of the EPF contribution statement of her deceased husband from the year 2009 to 2014. (Ex. WW1/E, colly).

She reiterated the facts stated in the claim statement, specifically that the her husband's services were terminated illegally.

In rebuttal, the management examined one witness, Sh. Mahesh Chand, who relied on the following documents:

- The authorization letter issued to him by the management, authorizing him to appear, depose, give affidavits, statements, and to sign, verify any pleadings in court and to give evidence. (Ex. MW1/1).
- Termination letter of the claimant issued by the management. (Ex. MW1/2).
- Payment of salary for the month of June, 2014 to the claimant. (Ex. MW1/3).
- Appointment letter of the claimant dated 22.09.2009 bearing no. BECIL/Pers-IG/2009, is already exhibited as (Ex. WW1/A.)
- Contract renewal up to 31.08.2013, already exhibited as (Ex. WW1/M1).

The claimant's entire case rests on the premise that he continuously served the management from 23.09.2009 till 30.06.2014 and his services were terminated illegally. The claimant didn't dispute the appointment letter, while the management maintained that the claimant's services could be discontinued at any time as per terms of said letter. The management asserted that the claimant's services were discontinued by letter dated 05.06.2024, and that he was asked to collect the dues, including one month's pay.

Certain facts have already been admitted by the management that the claimant joined his duty on 23.09.2009, and was being provided the ESI benefits with the management, and worked continuously for five years, till his services were discontinued on 30.06.2014. The management also admitted that notice of discontinuation was given in writing on 05.06.2014.

The management relied upon the judgment passed by Punjab and Haryana High Court in **Moti Chand vs. The Senior Divisional Manager, LIC of India CWP 24911/2014 dated 02.08.2018, 2018 LLR 1077**, where it was held that management has discretion to terminate the service of a workman employed on contract basis for a fixed term for any period or on expiry of any extended period. The management also cited a judgment of Hon'ble Supreme Court of India in **Ganesh Digamber Jambhrunkar & Ors. vs. The state of Maharashtra & Ors., Appeal (C)no. 2543/2023, dated 12.09.2023, 2023 Livelaw (SC)801** where it was held that continuous service does not create a legal right to absorption.

Section 2(oo) defines the term 'retrenchment', while Section 25F of the Act sets out the conditions to be complied with by an employer before retrenching a workman. The definitions under Section 2(oo) and Section 25F of the Act are as follows:

[(oo)] "Retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—
(a) voluntary retirement of the workman; or
(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
[(bb)] termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry, or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill-health.

Section 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—

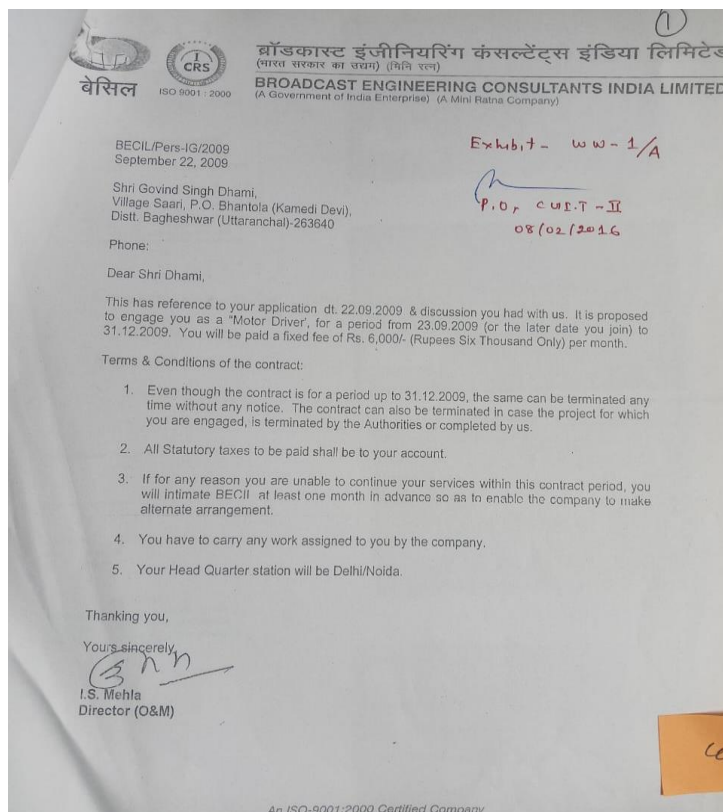
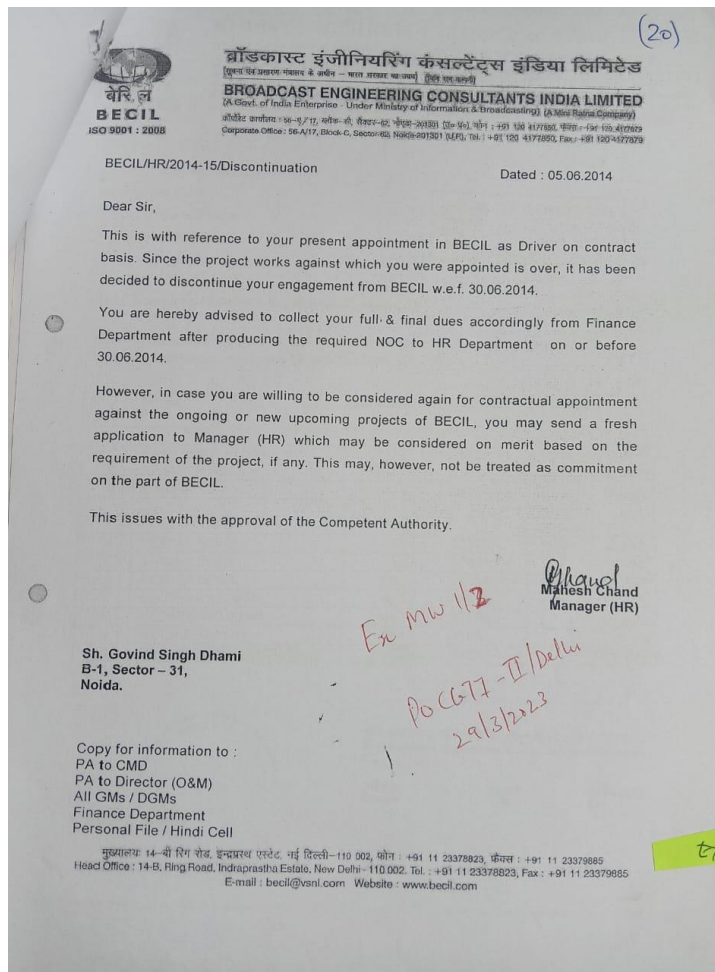
(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 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 or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

From the perusal of the above sections, it is clear that there is no absolute protection against retrenchment under the Industrial Disputes Act, 1947. An employee can be retrenched by an employer if certain conditions are fulfilled. The first exception has been provided within the definition itself, namely when a workman is terminated by way of disciplinary action. Other exceptions include voluntary retirement, superannuation as per contract, non-renewal or termination of a contract on its expiry, and termination due to continued ill-health.

The management invoked clause (bb) of section 2(oo) of the Act, stating that the claimant's service was dispensed with due to non-renewal of the contract or under a stipulation in the contract. The appointment letter (Ex. WW1/A) and termination letter (Ex. MW1/2) issued to the claimant is required to be pasted herein:



The appointment letter (Ex. WW1/A) shows that the claimant was appointed as a motor driver for the period 23.09.2009 to 31.12.2009, at a fixed salary of Rs. 6,000/- per month. It was stipulated in the letter that the claimant's services can be terminated at any time without any notice. It was also mentioned that the contract can also be terminated in case the project for which the claimant was engaged, was terminated by the authorities or completed. Termination letter (Ex. MW1/2) states that the claimant's services were discontinued w.e.f. 30.06.2014 as the project against which the claimant had been appointed was over. The claimant's contract renewal upto 31.08.2013 is already on record (Ex. WW1/M1. However, the management didn't place any renewal for the period thereafter, indicating that the claimant's services were extended or renewed beyond that date.

Under industrial law, the key condition is that a workman must have discharged continuous service for a minimum period of one year. There is no dispute that the claimant is a workman as defined under section 2(s) of the Act. He was appointed on 23.09.2009 and his services were discontinued on 30.06.2014. Section 25F requires that a workman be given one month's notice or notice pay. In this case, notice was given on 05.06.2024, and services were discontinued on 30.06.2014, less than one month's notice, so the first condition is flouted. Moreover, the claimant was also not paid retrenchment compensation equivalent to fifteen days' average pay for every completed year of continuous service, violating the second requirement.

The management's witness admitted in the present case that the claimant's juniors continued to work, supporting the claimant's assertion of illegal termination.

The judgments cited by the management pertain to other scenarios and doesn't match with the particulars of the present case, particularly given the perennial nature of the claimant's work as a driver and the fact that his juniors were retained in violation of section 25F, G and H of the Act.

In the light of the above discussion in hand, it is held that the claimant worked continuously for more than one year, and his services were terminated illegally without compliance with section 25F of the Act. Issue no. 3 and regarding the regular or permanent nature of the appointment and lien on the post, are not relevant to the present facts of the claimant.

Now, the question that arises is what relief the claimant is entitled to. Since the claimant passed away, and his widow Smt. Shobha Devi, father Sh. Sado Singh, and children Sh. Bharat Singh and Ms. Anjali were substituted as his legal heirs, reinstatement is no longer possible in the present case.

Under these circumstances, a lump sum compensation of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** is considered an appropriate relief. Hence, the management of B.E.C.I.L. is hereby directed to pay a compensation of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** to the legal heir of the claimant, particularly to Smt. Shobha Devi (widow of the deceased claimant) within two months of notification of this award, failing which the management shall also pay interest @ 8% per annum on the aforesaid amount from the date of award till the date of realization. A copy of this award be sent to the appropriate government for notification under section 17 of the Act. The file is consigned to record room.

Dated 04.07.2025

ATUL KUMAR GARG
Presiding Officer
CGIT – cum – Labour Court – II