

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

ID No. 155/2022

**Sh. Satish Kumar, S/o Sh. Babu Ram,
R/o- House No. – 2873, Gali- Dharamshala Wali,
Subzi Mandi, Malka Ganj, Delhi-110007.**

...Applicant/Claimant

Versus

**1. Ms. Aradhna Tripathi, Manager,
State Bank of India,
Padam Singh Road, Karol Bagh, New Delhi-110005.**

**2. The Director, Sh. Rattan Singh,
Tiger 4 Security & Facilities India Pvt. Ltd.,
(Earlier Tiger 4 Security & Detective India Pvt. Ltd.)
Plot No. 354, 01st Floor, Jagat Complex, 100 Foota Ghitaurni,
New Delhi-110030.**

**3. The Managing Director, Sh. Himmat Singh Jhala,
Tiger 4 Security & Facilities India Pvt. Ltd.,
(Earlier Tiger 4 Security & Detective India Pvt. Ltd.)
Plot No. 354, 01st Floor, Jagat Complex, 100 Foota Ghitaurni,
New Delhi-110030.**

...Management/Respondents

Counsels:

For Applicant/ Claimant:
P.K. Parasar, Ld. AR.

For Management/ Respondent:
*Management-1 (SBI) has already been proceeded ex-parte.
None for Tiger 4 Security & Facilities India Pvt. Ltd.*

**AWARD
19.08.2025**

The claimant filed the present claim against management no. 1, 2 & 3 **under section 2-A of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act')** stating that he was appointed by management no. 2 & 3 as Care Taker on 01.06.2018, but was deputed at the post of Security Guard instead of Care Taker with management no. 1. His last drawn salary was Rs. 9,996/- per month. He worked with the management diligently, honestly and sincerely to the entire satisfaction of the managements and never gave any chance of complaint. However, he was deprived of legal facilities, and when he demanded the same, his services were terminated on 31.07.2020 without assigning any reason. Hence, he filed the present claim seeking reinstatement, asserting that he has remained unemployed since the date of his termination, and prayed for reinstatement with full back wages.

Management no. 1 has not been appearing since beginning of proceedings and was proceed ex-parte vide order dated 13.01.2023.

Reply was filed by the management-2 & 3, wherein they admitted the claimant's joining. However, they denied that the workman performed his duties diligently. It was alleged that he was found negligent in performing his duties. The claimant was directed to report in their office, but he failed to do so. It was further submitted that the claimant was repeatedly informed to resume duty but he failed to comply. On these grounds, management-2 & 3 sought dismissal of the claim.

Upon completion of pleadings vide order dated 18.12.2023, following issues were framed:

- (i) Whether there exist any employee and employer relationship between workman and managements.
- (ii) Whether the workman is entitled for reinstatement with full back wages.
- (iii) Relief, if any.

To substantiate his claim, the claimant filed an affidavit of evidence. Subsequently, he filed an additional affidavit of evidence incorporating details of the bank accounts in which his salary used to be credited. He reiterated the facts stated in his claim statement and relied upon the following documents:

- (i) Original Copy of 2A certificate is **Ex. WW1/1.**
- (ii) Copy of identity card of deponent is **Ex. WW1/2.** (OSR)
- (iii) Copy of Attendance sheet register is exhibit as Ex. WW1/3 and the same is de-exhibit and now marked as **Mark A.**
- (iv) Copy of notice dated 23.08.2021 is exhibit as Ex. WW1/4 and the same is de-exhibit and now marked as **Mark B.**
- (v) Copy of postal receipts is exhibit as Ex. WW1/5 and the same is de-exhibit and now marked as **Mark C.**
- (vi) Copy of Aadhar Card of workman is **Ex. WW1/6.** (OSR)
- (vii) Copy of Authority letter is **Ex. WW1/7.**
- (viii) Copy of bank statement of SBI is **Ex. WW1/8** (Colly.-11 pages).
- (ix) Copy of bank statement of Union Bank of India is **Ex. WW1/9** (Colly. - 6 pages).

Cross-examination of the claimant by the managements was marked as NIL due to their absence and his evidence was accordingly closed.

Respondent no. 2 & 3, who are actually one management, neither led any evidence nor cross-examined the claimant. Therefore, their testimony shall be deemed as not proved, and the testimony of the claimant remains unrebutted, uncontroverted and unchallenged.

Before proceeding further, the definition of “retrenchment” as defined under section Section 2(oo) of the Act is required to be reproduced herein:

Section 2(oo):

[(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;]

Clause-(a), (b), (bb) and (c) carve out the exceptions from the definition of the retrenchment. Initially there were three exceptions. Clause 2 (bb) was inserted by the Act 49 of 1984 w.e.f. 18.08.1984, which states that termination as a result of non-renewal of the contract of employment on its expiry shall not amount to retrenchment.

From the above provision, it is clear that no absolute right is conferred upon a claimant against his termination.

The first clause itself makes it clear that termination as a punishment by way of disciplinary action is excluded from the ambit of retrenchment.

In this respect, section 25-F of the Act is also important to be reproduced herein-

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.]

The above text reveals that the workman employed in an industry cannot be terminated who has been in continuous service for not less than one year under an employer without fulfilling the condition of (a), (b) and (c) of the section 25 of the Act.

In the light of above provisions and evidence, the case of the claimant has to be examined. The claimant deposed the facts as mentioned in his claim statement whereby he had stated that he had joined the management no. 2 & 3. He was deputed at the premises of the management no. 1 as a Security Guard and his last drawn salary was Rs. 9,996/-. He further submitted that his services were terminated without assigning any reason on 31.07.2020. He relied on Ex. WW1/2 (identity card issued by the management no. 2 & 3) and Ex. WW1/8

(bank statement), which reflects the payment made continuously to the claimant by the management no. 2 & 3 from August 2019 onwards. The last payment was made on 22.07.2020. It varied between Rs. 7,000/- to 11,000/-. The Identity card also confirms that he was an employee of management no. 2 & 3. Management no. 2 & 3 has not brought any evidence to rebut the claimant's testimony. Therefore, no question arises in complying the condition prescribed under section 25-F of the Act. The un rebutted testimony of the claimant has established that management no. 2 & 3 had terminated his services without complying with the mandatory conditions under section 25F of the Act. Accordingly, the claimant's termination is held to be illegal and in violation of section 25-F of the Act.

However, since nothing has been brought on record against respondent no. 1, who is the principle employer, no relief can be granted against them.

In light of the above discussion, my issue-wise findings are as follows:

Issue no.-1

From the discussion above, it is established that the claimant was an employee of management-2 & 3.

Issue no.-2 and 3

As a general rule, when termination is declared illegal, the appropriate relief is reinstatement with full back wages. It has been held by the Hon'ble Supreme Court of India in the case titled as **Employers, Management of central P & D Inst. Ltd. vs. Union of India & Another, AIR 2005 Supreme Court 633** that it is not always mandatory to order reinstatement even after the termination is held illegal. Instead, compensation can be granted by the industrial adjudicator. Similar views were expressed by Hon'ble High Court of Delhi in the case titled as **Indian Hydraulic Industries Pvt. Ltd. Vs. Kishan Devi and Bhagwati Devi & Ors., ILR (2007) Delhi 219** wherein it was held by the court that even if the

termination is found to be illegal, the relief of reinstatement with full back wages need not be granted automatically, and the relief may be moulded according to the facts and circumstances of each case, and the court can allow compensation to the claimant instead of reinstatement with back wages. The same principle has been reiterated by the Apex Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik 2025 Latest Caselaw 157 SC**, wherein it was observed that upon dismissal being aside by a court of Law, reinstatement with full back wages is not an automatic relief and in certain situations, lump sum compensation is a better relief.

Moreover, during the course of proceedings on 15.05.2025, the claimant by his own admission stated that he joined *M/s APS Security Services* in the year 2021, shortly after his termination, and that he has been getting a higher salary than his previous employment. Keeping in view that the claimant is already gainfully employed, the question of granting relief of reinstatement doesn't arise. However, as the claimant was terminated illegally, he is entitled for compensation in lieu of such illegal termination.

Given these circumstances, a lump sum compensation of Rs. 70,000/- (Rupees Seventy Thousand Only) is considered an appropriate relief. Hence, management-2 and 3 (**Tiger 4 Security & Facilities India Pvt. Ltd.**) is hereby directed to pay a compensation of Rs. 70,000/- (Rupees Seventy Thousand Only) to the 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.

Date: 19.08.2025

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