

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

**ID No. 222/2019, 223/2019, 224/2019**

**Sh. Mohammad Anarul Aslam, Sh. Bablu Rehman, Sh. Mohd. Bilal  
vs. Airforce Station and Anr.**

- 1. Md. Anarul Aslam S/o Md. Sayed Ali,**  
Through-Samast Delhi Karamchari Union,  
Affiliated to Rashtriya Mazdoor Sangh, 52-C,  
Okhla Estate, Phase-III, New Delhi-110020.
- 2. Sh. Bablu Rehman, S/o Md. Menuddin,**  
Through-Samast Delhi Karamchari Union,  
Affiliated to Rashtriya Mazdoor Sangh, 52-C,  
Okhla Estate, Phase-III, New Delhi-110020.
- 3. Md. Bilal, S/o Md. Misril Ali,**  
Through-Samast Delhi Karamchari Union,  
Affiliated to Rashtriya Mazdoor Sangh, 52-C,  
Okhla Estate, Phase-III, New Delhi-110020.

...Applicants/Claimants

Versus

- 1. Air Force Station,**  
412 Rece Course, New Delhi-110003.
- 2. King Security Guards Services Pvt. Ltd.,**  
39-A/102, Mohamadpur Village, Near Ram mandir,  
New Delhi-110066.

...Managements/respondents

**Counsels:**

For Applicant/ Claimant:

*Sh. Amit Tripathi, Ld. AR.*

For Management/ Respondent:

*Management-1 (Airforce Station) had already been proceeded ex-parte.*

*Sh. Kripal Singh, Ld. AR for King Security Guards Services Pvt. Ltd. (management-2).*

**Award**

**28.02.2025**

By this composite order, I shall dispose of these three petitions have been filed **U/s 2-A of Industrial Disputes Act, 1947 (Herein after referred as 'the Act')**. Before proceeding further, the brief facts in regard to these claim petitions are required to be produced herein. The details of the workmen, whose claims are being dealt with, are given below in the tabular form:

workman	Post	Salary	Date of appointment	Date of termination
Sh. Md. Anarul Aslam	Safai Karmchari	12,000/- p.m.	02.01.2017	14.09.2018
Sh. Bablu Rehman	Safai Karmchari	12,000/- p.m.	21.05.2017	18.03.2018
Sh. Md. Bilal	Safai Karmchari	12,000/- p.m.	02.01.2017	01.02.2018

2. The claimants in their claim statements submitted that they had been continuously working at the post of Safai Karmachari (Sanitation worker) with a last drawn salary of Rs. 12,000/- per month. They never gave the managements any reason for complaint. During their tenure, their service records remained clean, and they performed their duties diligently and honestly in a peaceful manner. They had been working in the establishment of Management No. 1 but were engaged through management-2. The managements didn't provide the claimants with basic legal benefits under labour laws, including appointment letter, identity card, minimum wages, leave book, overtime card, ESI, PF, transport allowance, salary increments, bonus, casual leave, national holiday leave, and annual leave. They kept demanding the legal rights but the managements neither provide the claimants with legal benefits nor paid any arrears. When the claimants sent a letter requesting their legal benefits, the managements got annoyed and terminated their services without any written notice, charge sheet or payment of dues on the respective dates mentioned above in the table. The action of management is in violation of different provisions of the act. Subsequently, the claimants sent a demand notice to the management through speed post, with request to reinstate them with full back wages. Despite receiving the demand letter, the managements didn't give any response. Lastly, the claimants prayed that their termination be declared as illegal and the managements be ordered to reinstate them with full back wages, continuity of service and other legal benefits. They also seek 18% interest on back wages and compensation of legal expenses.

3. In response, management-2 had filed its written statement where it submitted that one of the claimants Md. Anarul Aslam had been found missing during his duty hours by SWO (the concerned authority under whom all the conservancy labourers were deployed). As such type of activities are not permissible at the defense organization so he had been suggested to wait for some days till his deployment was confirmed to some other place. After some days, he had been offered the job but he didn't show any interest. As for the other two claimants, the management submitted that they had been caught doing suspicious activities at the scrape-yard in the premises of management-1 (Airforce station) during security check by AFND security staff. Therefore, management of AFND had instructed them to hand them over to the police for further action but on the management's request, they had been released on the condition that they will not be deployed at the Air Force premises in the future. So, as per the condition of AFND, the management was compelled to discontinue the deployment of Bablu Rehman and Md. Bilal at the AFND premises. As Air force station was the only site where conservancy services were being provided by the management, they had been offered to be deployed as housekeepers to other sites but they refused to join.

4. Thereafter, the claimants filed their rejoinders where they denied the averments made by management-2 in its written statements are affirmed the facts mentioned by them in their respective claim statements.

5. Identical issues were framed in these cases vide order dated 31.05.2022.

- i. Whether the proceeding is maintainable.
- ii. Whether the claimant was employed under management-1.
- iii. Whether services of the claimant were illegally terminated by management-1 & 2.
- iv. To what relief the claimants are entitled to.

6. In order to substantiate the issues, all three claimants had come into witness box in their respective cases. They reiterated the facts mentioned in their claim statements as well as affidavits of evidence. Claimant Sh. Bilal relied upon the documents i.e. demand notice (Ex. WW1/1), receipt of speed post (Ex. WW1/2), claim statement filed before the Regional Labour Commissioner( Ex. WW1/3), Identity Card issued by M/s King Security Guards pvt. Ltd. (Ex. WW1/4), copy of bank statement showing credit of salary (Ex. WW1/5) and police clearance certificate (Ex.WW1/6); Claimant Sh. Bablu Rahman relied upon five documents i.e. demand notice (Ex. WW1/1), receipt of speed post (Ex. WW1/2), claim statement filed before the Regional Labour Commissioner( Ex. WW1/3), Identity Card issued by M/s King Security Guards pvt. Ltd. (Ex. WW1/4) and his Aadhar Card (Ex. WW1/5); Claimant Sh. Mohd. Anarul Aslam relied upon five documents i.e. demand notice (Ex. WW1/1), receipt of speed post (Ex. WW1/2), claim statement filed before the Regional Labour Commissioner( Ex. WW1/3), Identity Card issued by M/s King Security Guards pvt. Ltd. (Ex. WW1/4) and his Aadhar Card (Ex. WW1/5).

7. It is also a matter of fact that their testimony remained unchallenged, uncontroverted and unrebutted. Management-2 in its W.S. took the plea that claimant Sh. Md. Anarul Aslam had been found missing during his duty hours by SWO (the

concerned authority under whom all the conservancy labourers were deployed). As such type of activities are not permissible at the defense organization so he had been suggested to wait for some days till his deployment was confirmed to some other place. After some days, he had been offered the job but he didn't show any interest. So far so the other two claimants are concerned, the management submitted that Sh. Bablu Rahman and Sh. Md. Bilal had been caught doing suspicious activities at the scrape-yard in the premises of management-1 (Airforce station) during security check by AFND security staff. Therefore, management of AFND had instructed them to hand them over to the police for further action but on the management's request, they had been released. However, for proving its defense, management-2 didn't bring evidence nor produced any document to substantiate its defense.

8. Before proceeding further, text of section 25F, G and H of the Act are required 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 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].*

**25G. Procedure for retrenchment.**—*Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.*

**25H. Re-employment of retrenched workmen.**—*Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 4[to the retrenched workmen who are citizens of India to offer themselves for re-employment and such retrenched workman] who offer themselves for re-employment shall have preference over other persons.*

9. From perusal of the above said sections, it is inferred that the claimants have no absolute right to remain in the employment of the management. The management can discontinue or retrench the workmen who have completed not less than one year of service under the employer if he has given a one month notice in writing indicating the reason for retrenchment and the period of notice has expired or he has paid the wages in lieu of notice period. The second condition is

that the retrenchment compensation shall also be paid equivalent to 15-days of average pay for every completed year of continuous service. Besides this, appropriate government shall also be informed regarding the retrenchment. In the present scenario, it is undisputed that the claimants in question were the employees of management-2 and they were deployed as conservancy labourers at the premises of management-1. However, management-2 hasn't complied with any condition as prescribed U/s 25F of the Act before retrenching the claimants from their respective roles, which is mandatory by law. The management didn't provide the claimants with any notice pay, nor did it pay the retrenchment compensation equivalent to 15-days' average pay. The claimants have asserted these facts in their respective claim statements as well as evidence, which remain unrebutted and unchallenged. Their testimonies establish that they had worked for the relevant periods, making them entitled to be reinstated with full back wages.

10. Therefore, **issue no. 1** goes in favour of the claimants as they have proved that they worked in an 'industry' and they had been terminated illegally.

11. As for **issue no.2**, though management-1 remained ex-parte, the claimants failed to prove that they were ever directly employed with management-1 because all the documents indicate that they were the employees of management-2 and were deployed at the site of management-1. Therefore, issue-2 goes against the claimants and in favour of management-1.

12. So far so, **issue no. 3** is concerned, the evidence led by the claimants has pointed out that the claimants were employed by management-2 which failed to comply with section 25F of the Act before retrenching the claimants. Therefore, issue-3 goes in favour of the claimants and against the managements.



13. Now the next question that arises is what relief the claimants are entitled to. All three claimants in their evidence submitted they were unemployed since the date of their termination. Management didn't lead any evidence to rebut these claims and prove gainful employment of the claimants. Only defense of management-2 was that one of the claimants Md. Anarul Aslam had been found missing during his duty hours by SWO (the concerned authority under whom all the conservancy labourers were deployed), while remaining two claimants were caught doing suspicious activities at the scrape-yard in the premises of management-1 (Airforce station) during security check by AFND security staff. Instead of being handed over to the police, they were thrown off from their jobs. Except the bald statement deposed by the workmen, nothing has been brought on record that they had ever tried to get another job.

14. It is 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 of a claimant is held illegal, the industrial adjudicator is not supposed to direct reinstatement along with full back wages and the relief can 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. Same view has been expressed by the Apex Court in **Maharashtra State Road Transport Corporation vs. Mahadeo Krishna Naik 2025 Latest Caselaw 157 SC** stating that upon dismissal, being set aside by a court of Law, reinstatement with full back wages is not an automatic relief. In some cases, lump sum compensation is better relief.

15. Here, the claimants had worked with management-2 for 1-1.5 years (respective periods mentioned in the table above), but the proceedings have been lingered on for over six years. Considering the length of their service, this tribunal considers it just and proper to award lump sum compensation in lieu of reinstatement.

Accordingly, A compensation of **Rs. 1,25,000/- (Rupees One lakh Twenty-Five Thousand Only)** is awarded to **Md. Anarul Aslam**, whereas **Sh. Mohd. Bilal** and **Sh. Bablu Rehman** are awarded **Rs. 1,00,000/- (Rupees One Lakh Only)** each. The award is accordingly passed. A copy of this award be sent to the appropriate government for notification U/S 17 of the I.D Act. These files are consigned to record room.

Dated 28.02.2025

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