

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM –  
LABOUR COURT-II, NEW DELHI**

**I.D. NO. 207/2018**

**Sh. Kamal Kumar, S/o Sh. Uday Singh,  
Through- Progressive National Labour Union,  
205, Pratap Khand, Vishwakarma Nagar,  
Delhi-110095.**

VERSUS

- 1. The Chief Post Master General Delhi,  
Meghdoot Bhawan, New Delhi-110001.**
- 2. Post Master, Jhilmil Post Office,  
Jhilmil Industrial Area, Delhi-110095.**

**Counsels:**

For Applicant/ Claimant:

*None*

For Management/ Respondent:

*Ms. Seema Grover, Ld. AR*

**AWARD**

**12.06.2026**

1. Workman has triggered the process for filing the claim petition after obtaining the failure report as required under section 2A of the **Industrial Disputes Act, 1947 (hereinafter referred to as “the Act”)**. In his claim petition the workman has stated that he had been working with the respondent at the post of “Postman” w.e.f. 01.04.2014 at the last drawn salary of Rs. 15,000/- per month. He did his job sincerely and honestly and had not given any complaint to the respondent.

Respondent without any rhyme and reason has terminated his services on 26.04.2018. Hence, he made prayer that he be reinstated in services with full back wages because he is not able to obtain the job.

2. Respondent herein has filed its written statement countering the submission of the claimant. He has stated that the claimant got the employment with the respondent through agency/contractor as outsourced delivery personnel for delivery of letters/dak. After expiry of the contract with the agency i.e. **M/s G.A. Digital Web Word Pvt. Ltd.** on 31.12.2016, the delivery work was managed by hiring the labour on daily basis as per the work load and requirement by the department till regular appointments were made and paid wages as per the minimum wages prescribed by Delhi Government from time to time.
3. Management had taken the preliminary objections stating that claim of the claimant is not maintainable as the very essence for registering the claim of the claimant under Industrial Dispute Act, 1947 is lacking. The "Industrial Dispute" is defined by Section 2(k) of the Industrial Disputes Act, 1947 as, any dispute or difference between employers and employees, or between employers and workmen, or between workman and workman, which is connected with the employment or non-employment or terms of employment or with the conditions of labour, of any person. The services of the claimant was no more required in view of the recruitment of about 740 regular Postman/Mail guard through open market competitive exam conducted as per relevant recruitment rules; claimant has not made the authorities of the said outsourced agency **M/s G.A Digital Web World Pvt. Ltd.** as party in the present claim for the proper and fair disposal of the case; instant claim is bad in law, without application of mind and in a stereotype manner hence liable to be dismissed; instant claim is not maintainable in view of the judgments passed by the Hon'ble Supreme Court in the case of **State of Karnataka vs. Uma Devi & Ors. [2006 (4) SCC 1]**, as the applicant has no cause of action for filing the present claim. Infact, management has denied the master and servant relationship. He submitted that after expiry of the contract with the agencies, claimant himself offered to be engaged on daily wage basis as and when

required. Hence, the question of his dis-engagement does not arise. On merit, he has denied the averments of the claimant's claim and submitted that claim is liable to be dismissed.

4. Rejoinder has been filed the rejoinder denying the averments made in the written statement and affirmed the fact mentioned in his claim statement.

5. After completion of the pleadings, vide order dated 26.07.2019, following issues have been framed i.e.-

- (i) Whether the proceeding is maintainable.
- (ii) Whether there exists any employer and employee relationship between management and the workman.
- (iii) Whether the service of the workman was illegally terminated in violation of provisions of Section 25-F of the ID Act.
- (iv) To what relief the workman is entitled to.

6. In order to prove and disprove the issues, both the claimant and the management have examined one witness each. Claimant himself has entered into the witness box and reiterated the facts in his examination in chief as stated by him in his claim statement. He has relied upon three documents i.e.-

- (i) Ex. WW1/1 & Ex. WW1/2:** Copy of demand letter dated 23.05.2018 alongwith postal receipts.
- (ii) Ex. WW1/3:** Claim filed on 13.06.2018 before the Labour Commissioner (Central).

7. Workman in his cross-examination has admitted that he came to know of the vacancy from 01.01.2014 through one Girish Chand Joshi. He joined the management on 01.04.2014. He also admitted that no advertisement, application form, appointment letter or identity card was issued to him. He stated that no salary slip, PF, ESI, DA, HRA or other services benefits were ever provided to him. He submitted that he never appeared in any such written test. He was getting his

remuneration after each 15 days through vouchers. He denied having any knowledge of M/s G.A. Digital Web World Pvt. Ltd. His services were terminated on 04.04.2018.

8. In rebuttal, management has filed the affidavit of evidence of **Sh. Sajid Vishal, Assistant Superintendent** exhibited as **Ex. MW1/A**. He has deposed the facts, stating that Department of Posts had issued tender for providing skilled, semi-skilled and un-skilled man power in PO & RMS Offices of Delhi Circle on different dates and was awarded the contract to **M/s G.A. Digital Web Word Pvt. Ltd.** He further stated that workman was provided by M/s G.A. Digital Web Word Pvt. Ltd. agencies/contractor as outsourced delivery personnel for delivery of letter at Jhilmil Head Post Office, Delhi-110095. On account of filling up of the said posts by making regular appointment, service of the workman was not required. Even after, expiry of the contract with the agency M/s G.A. Digital Web Word Pvt. Ltd. on 31.12.2016, the delivery work was managed by hiring the labour on daily rate basis as per the work load and requirement by the department till regular appointments were made and was paid wages as per the minimum wages prescribed by Delhi Government time to time. He also stated that during the visit by then Postmaster, Jhilmil HO, a total of 346 undelivered mail was recovered from the Jhilmil Industrial Area on 14.02.2015, which shows extreme delinquency in duty by the claimant. He further said that there was an opportunity to the workman to appear in the competitive exam conducted by Delhi Postal Circle, but, said opportunity has not been availed by the workman. The extended terms and conditions of the tender were expired on dated 31.12.2016. He has relied upon two documents i.e.:

(i) **Ex. MW1/1:**Letter of authorization dated 20.11.2023.

(ii) **Ex. WW1/2:** tender document semi skilled manpower in Delhi Postal Circle by M/s G.A. Digital Web Word Pvt. Ltd. (Colly.)

9. Management's witness in his cross-examination has admitted that workman was not given any appointment letter. He admitted that domestic enquiry was conducted against the claimant by the vigilance team of management.

10. So far so, issues no. 1 & 2 are concerned. The admission of the management that even after the expiry of the contract, he continued take the service of the claimant itself establishes the relationship of employer- employee between them. Though, it is an admitted fact that initially the claimant's services were hired through contractor i.e. **M/s G.A Digital Web World Pvt. Ltd.**, but, later on after expiry of the contract, his services have been continuously availed by the management and the claimant was paid the minimum pay scale.
11. Moreover, the management has taken plea that enquiry was conducted by the vigilance team of the management, but, the management has stated that in the written statement that there exist no relationship of employer and employee, so, how the vigilance team has conducted the enquiry and even continued his service till April, 2018, though, the 346 undelivered mail has been found on 14.02.2015.
12. In the light of aforesaid evidence and admission of the management regarding conducting of the vigilance inquiry, claimant has proved relationship of employer and employee between the management and the workman. Therefore, the objection in this regard regarding the non-existence does not stand anywhere. Therefore, both issues regarding the maintainability of the petition as well as the existence of employer-employee relationship goes against the management and in favour of the workman.
13. Now, come to the issue no. 3 i.e. *"Whether the service of the workman was illegally terminated by the management in violation of provision of Section 25-F of the I.D. Act"*. Claimant's claim is that his services have been terminated illegally on 26.04.2018 after withholding the salary of month of April, 2018.
14. Before dealing with this issue, the texts of Sections 2(oo), 25F, G and H of the Act are required to be reproduced herein:

**Section 2(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***
- (c) termination of the service of the workman as a result of the on-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]***
- (d) termination of the service of a workman on the ground of continued ill-health;]***

***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].*

**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.*

15. From the perusal of the above sections, it is apparent that the claimant/workman as defined under section 2(s) has not been given the absolute protection against his retrenchment/termination. Section 2(o) of the Act defines the word “retrenchment”. Clause-(a), (b), (bb) and (c) have been carved out the exception from the definition of the retrenchment. Clause 2 (bb) which has been inserted by the Act 49 of 1984 w.e.f. 18.08.1984 had stated that when the services 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.

16. If the person has not come in any of the category then the claimant who has completed one year of continuous service cannot be retrench without compliance of the condition enumerated in section 25-F of the Act. Section 25-F of the Act infers 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.

17. Here, in the present case, it is already established that after expiry of the contract with **M/s G.A Digital Web World Pvt. Ltd.**, the service of the workman was continuously taken by the respondent and he had been paid the monthly remuneration as per minimum wages. So, agreement of **M/s G.A Digital Web World Pvt. Ltd.** has come to an end on 31.12.2016, thereafter, the services has been continued till 25.04.2018. Management's witness has not given any answer why the workman had worked till 25.04.2018 and has not come up for further cross-examination after 10.12.2024, meaning thereby, the assertion of the claimant is true that he had lastly worked on 25.04.2018 with the management.

18. It is settled legal position that the claimant has to prove that he has been continuously working with the respondent for 240 days in a calendar year. Since, management has not brought any evidence contrary to the fact that the workman has not worked for 240 days continuously in a calendar year than this Tribunal has no option except to believe the version of the claimant that he has worked continuously 16.12.2016 to 25.04.2018 directly with the management.
19. Since, it is an admitted case that the management has not made compliance of the provision of Section 25-F of the Act, the termination of the workman is held to be illegal. Hence, issue no. 3 goes against the management and in favour of the workman.

### Relief

20. Now, the question arises as to what relief is given to the workman. In the present case, workman claimed that he had served with the management from 01.04.2014 to 25.04.2018. Normally, when the termination of the claimant is held to be illegal, reinstatement with full back wages shall be given to the workman. 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.
21. However, in the peculiar circumstances where the management's stand is that 746 posts were recruited through competitive examination and the claimant's services were availed only for stock gap arrangement for delivery of the post, relief of reinstatement with full back wages is not appropriate. Given the circumstances where the workman did the

work for four years with the respondent management either through contractor or directly, a **lump sum compensation of Rs. 5,00,000/- (Rupees Five Lac only)** is considered to be an appropriate relief. Hence, management is hereby directed to pay compensation of Rs. 5,00,000/- to the claimant within two months of notification of this award, failing which the management shall also pay interest @ 9% per annum on the aforesaid amount from the date of award until 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: 12.06.2026

ATUL KUMAR GARG  
Presiding Officer.  
CGIT-cum-Labour Court-II