



2026:DHC:2660



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% ***Judgment pronounced on: 30.03.2026***+ **W.P.(C) 6739/2025, CM APPLs.30622/2025, 30623/2025**

RAHUL PANDEYPetitioner

Through: Mr. Vinay Rathi, Advocate.

versus

BADARPUR SERVICE STATIONRespondent

Through: Mr. Anil Kumar Hajelay and Mr.
Anant Kumar Hajelay, Advocates.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****JUDGMENT**

1. The present petition has been filed by the petitioner assailing an award dated 03.05.2024 rendered by the Presiding Officer, Labour Court – IV, Rouse Avenue Courts, New Delhi, in LIR No. 2306/2022, whereby the petitioner's claim for reinstatement and full back wages was rejected.
2. The factual background set out by the petitioner is that the petitioner was employed as a Salesman with the respondent on 30.11.2006. Allegedly, however, the respondent-management deliberately recorded a later date of joining and issued ESIC Card No. 11-7205618 reflecting an incorrect date of joining. It is submitted that despite repeated demands, the respondent failed to provide statutory benefits such as appointment letter, attendance cards and pay slips.
3. On 27.02.2020, while proceeding to his workplace, the petitioner met with an accident and sustained grievous injuries. Upon recovery, when the petitioner sought to resume duty, the respondent advised him to wait in view



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of the Covid-19 lockdown. After the lockdown restrictions were lifted, the petitioner again approached the respondent on 25.04.2020 to resume duty. However, the management continued to defer the petitioner's rejoining and ultimately, on 25.08.2021, orally refused to reinstate the petitioner in service.

4. Thereafter, the petitioner served a demand notice dated 08.11.2021 upon the respondent which elicited no response. Consequently, the petitioner approached the Conciliation Officer, but to no avail. The Labour Commissioner thereafter referred the dispute to the Labour Court.

5. Before the Labour Court, the petitioner/ workman sought reinstatement, full back wages and consequential benefits. The respondent, on the other hand, contended that the petitioner had taken several breaks in service, his last engagement was on 01.05.2017 and that the petitioner voluntarily left employment on 25.02.2020. It was further submitted that after a gap of nearly one and a half years, the petitioner re-approached the management on 26.08.2021 but failed to satisfactorily explain his prolonged absence. The respondent/ management contended that the petitioner/ workman had abandoned employment of his own volition.

6. In the above background, the Labour Court framed the points that arose for consideration as under:

"8. Thereafter, vide order dated 02.05.2023, the following issues were framed in view of pleadings of the parties and terms of reference:

(i) In terms of reference.

"Whether the workman Sh. Rahul Pandey S/o Sh. Ram Badan Pandey have been absenting from his duties on his own, and/or, if not whether his services have been terminated illegally and/or, unjustifiably by the Management and, if so, to what relief is he entitled and what directions are necessary in this respect?"



(ii) Relief.”

7. The Labour Court examined the rival contentions of the parties in considerable detail and rendered a categorical finding that the petitioner/workman had voluntarily abandoned the services of the respondent/management with effect from 25.02.2020. It was observed that the workman had remained absent for a continuous period of approximately one and a half years without furnishing any cogent or satisfactory explanation for such prolonged absence. In light of the aforesaid, the Labour Court held that the issue of illegal termination did not arise, as it was not a case of dismissal or discharge by the management but rather one of voluntary abandonment of service by the workman himself. In this regard, the relevant extracts of the impugned award are as under:

“10. In order to prove its case, the claimant appeared as witness and filed evidence by way of affidavit Ex. WW1/A wherein he reiterated the contents of his statement of claim on solemn affirmation. Besides this, he had also relied on following documents in his evidence: -

- (i) Ex.WW1/1 is the legal demand-notice dated 08.11.2021.*
- (ii) Ex.WW1/2 is the receipt of speed post vide which the legal demand notice dated 08.11.2021 was sent to the management.*
- (iii) Ex.WW1/3 and Ex.WW1/4 are the copies of ESI cards issued through the management.*
- (iv) Ex.WW1/4 is the copy of letter written by workman to the management for the job of Helper.*
- (v) Ex.WW1/5 is the copy of MLC no.3179 of workman.*
- (vi) Ex.WW1/6 to Ex.WW1/8 are the copies of medical treatment of workman.*

11. Thereafter workman's evidence was closed at his request.

12. The management has examined Sh. Kapil Sachdeva, Managing Partner of management as MW-1 who has filed his evidence affidavit Ex. MW1/A wherein he reiterated the contents of written statement. Besides this, he had also relied on the documents which are as under:-



- (i) *Ex.MW1/1 is the copy of statement of claim filed before Conciliation Officer.*
- (ii) *Ex. MW1/2 is the copy of reply to the demand notice dated 08.11.2021.*
- (iii) *Ex.MW1/3 is the postal receipt vide which above said reply was sent.*
- (iv) *Ex.MW1/4 is the copy of attendance register for the month of February 2020 to May 2020.*
- (v) *Ex.MW1/5 is the copy of attendance register for the month of April 2013 to June 2013.*
- (vi) *Ex.MW1/6 is the copy of attendance register for the month of September 2016 to June 2017.*
- (vi) *Ex.MW1/7 is the copy of wage register for the month of January 2020 to February 2020.*

14. The first part of issue no.1 framed in the present case is whether the workman had been absenting from his duties on his own' and this objection was taken by the management in its reply to the statement of claim of the workman as the management has contended that the workman had joined the services of the management lastly from 01.05.2017 and had left his employment voluntarily on 25.02.2020 and thereafter almost after a gap of one and half year, the workman had again appeared before management on 26.08.2021 and had not even given any explanation for his absence for such a long period to the management and had instead issued demand notice two months thereafter.

15. On the other hand, the workman has claimed that he has been in the employment of the management since 30.11.2016 as Salesman at monthly salary of Rs.15,500/- and was terminated vide verbal order on 25.04.2020 by the management and that he had sent legal demand notice dated 08.11.2021 to the management claiming his reinstatement alongwith his back wages and legal entitlements.

16. It is relevant to point out that the workman in his rejoinder has taken a different stand from his version in his statement of claim as he had stated in rejoinder that on 27.02.2020, while going to the management; he had met with an accident and was admitted in hospital at Noida and was under medical treatment and that after complete recovery, when he approached the management for joining his duty, the management kept deferring his joining on the pretext of Covid-19 and that management had finally refused to take him back in the services. However, no such plea that he had met with an accident on 27.02.2020 was taken by the workman in his statement of



claim. Moreover, the rejoinder of the workman is conspicuously silent regarding the date of his alleged termination by the management.

17. In order to discharge its onus and prove its plea of absenteeism of the workman from 25.02.2020, management had examined Sh. Kapil Sachdeva, its managing partner as MW-1 who has stated on oath in his evidence affidavit Ex.MW1/A that workman had worked with the management from 01.09.2007 till 18.08.2009, thereafter from 01.06.2013 till 08.10.2016 and finally from 01.05.2017 till 24.02.2020 and he had voluntarily absented from duty from 25.02.2020 and in support of his oral testimony, MW-1 has also relied upon attendance register of the management from February 2020 to May 2020 as Ex.MW1/4 as well as wages register of management from January 2020 to February 2020 as Ex.MW1/7. MW-1 Kapil Sachdeva had stated in his evidence affidavit Ex.MW1/A that the workman had mentioned in his claim statement filed before Conciliation Officer that his services were terminated on 25.08.2021 by the management, which is contrary to the version of the workman in his statement of claim filed in the present case, wherein the workman had stated that he was terminated from service by the management on 25.04.2020. MW1 in support of his oral testimony on this point has relied on copy of claim statement Ex.MW1/1 of the workman filed before Conciliation Officer.

20. The testimony of MW1 on point of absence of workman from duty of management since 25.02.2020 has not only remained unchallenged and uncontroverted, as no suggestion was put to him on this point in his cross-examination but has even been admitted by workman during his cross-examination as workman has admitted that his last working day with management was 27.02.2020, which lends substantial credence to version of management, that workman had lastly worked with management in February 2020 and not till 25.04.2020. The workman had further admitted in his cross-examination, that after 25.02.2020, he had visited the management only on 26.08.2021 and this admission of workman lends credence to management's claim and contradicts previous statement of workman in cross-examination that he had visited the management in 20-25 March 2020 and in November 2020. Apparently, this admission of workman also runs contradictory to his version in his evidence affidavit Ex.WW1/A that after his accident of 27.02.2020, he had visited the management only on 25.04.2020.

21. The workman has in his evidence affidavit Ex.WW1/A that he had met with an accident on 27.02.2020, while going to office and



could not attend duty and subsequently he had visited the management for joining duty only on 25.04.2020, when National Lockdown due to Covid-19 was eased, but he was asked by management to come later and finally management had terminated his services on 25.08.2021, by verbal orders. This version of the workman is contrary to his version in his statement of claim, wherein he had stated that services were terminated on 25.04.2020, by verbal order. It is pertinent to mention here that the statement of claim of the workman is silent regarding his alleged accident of 27.02.2020. Further, in the testimony of workman adduced by way of his evidence affidavit Ex.WW1/A mentions the date of his termination as 25.08.2021 and thus testimony of workman is contradictory his statement of claim, where date of termination is mentioned as 25.04.2020 and thus renders the version of the workman doubtful and unreliable on this aspect.

23. Besides, it is relevant to point out that even demand notice dated 08.11.2021 Ex.WW1/1 sent by workman to management was in respect of his grievance of his illegal termination by management on 25.08.2021 and it does not raise grievance of his illegal termination by management on 25.04.2020 though, statement of claim of workman in present case has been filed in respect of his alleged illegal termination on 25.02.2020.

24. In this regard, it is relevant to note that it is settled principle of Labour Law jurisprudence is that an industrial dispute comes into existence only after a demand raised by the claimant/workman regarding his grievances or illegal termination by way of service of demand notice upon the management, is declined by the management.

28. In the present case, evidently the workman had sent legal notice dated 08.11.2021 Ex.WW1/1 to the management regarding his grievance of illegal termination by management on 25.08.2021. Evidently demand notice dated 08.11.2021 Ex.WW1/1, was not in respect of alleged illegal termination of workman on 25.04.2020. Therefore, since the workman had never raised demand on management regarding his illegal termination on 25.04.2020 by the management, therefore, in the light of the aforesaid judicial precedents it can be safely concluded that in absence of any demand notice in this regard, there was no industrial dispute in respect of alleged illegal termination of workman from 25.04.2020 and accordingly, the present statement of claim of workman is liable to be dismissed, on this ground alone.



29. Further, it is relevant to point out that the workman had stated for the first time during his cross-examination that he had visited the management for joining his duty on 20-25 March, 2020 and in November 2020. However, this plea of the workman is not substantiated from his deposition in his evidence affidavit Ex.WW/A nor from his pleadings and also stands negated by his admission in later part of his cross-examination by Ld. AR for the management, wherein the workman had admitted that after 25.02.2020, he had visited the management only on 26.08.2021. Thus, in view of aforesaid admission of the workman during his cross-examination, the management's claim that workman had remained absent from duty from 25.02.2020 till 26.08.2021 also stands proved; Thus management has been able to discharge its onus of proving its claim of absenteeism of workman by standard of preponderance of probabilities by establishing that workman had remained absent from duty of management for about one year and six months, from 25.02.2020 till 26.08.2021.

30. Moreover, even during recording of testimony in Court, the workman had not been able to give any satisfactory explanation for such long absence from duty from 25.02.2020 as well as his failure to take necessary legal action against the management, immediately after the management had allegedly refused to allow workman to join duties.

32. As far as the question that the management had not conducted internal inquiry against the workman for his alleged absenteeism or abandonment is concerned, this Court is of the opinion that such inquiry is only required when the management intends to inflict some punishment upon the workman.

33. In this regard, it is relevant to refer to judgment of the Hon'ble Delhi High Court in *Diamond Toys Company (P.) Ltd. Vs. Toofani Ram and Anr.*, W:P. (C) No. 4501/04, decided on 07.02.2007 wherein it was held that-

“6. It is commonly known that a person, who is working in the industry keeps on trying for better jobs and better opportunities. The moment he gets better job, he is free to leave his previous employer. The industrial law does not require him to pay any compensation to the employer while leaving his job, as the industrial laws require an employer to pay retrenchment compensation when employer wants to terminate the workman. Thus, there are no fetters on the workman on leaving the job while there



are fetters on the employer in terminating the service of an employee. If a workman leaves his job all of a sudden and stops attending the workplace of the employer, Industrial Dispute Act does not put any obligation on the employer to call back the workman and request him to come and join his duties. Such a request can be made by the employer only when employer considers that a useful workman should not leave job or where a workman is governed by certain rules and regulations under State employment and the employer is supposed to hold an enquiry under the service rule before termination of service of an employee. Where the workman is free to leave and join another employer without even a notice and without obtaining a no objection from his employer, the employer cannot be compelled to call such a workman for joining the duties or to conduct an enquiry into the absence of the workman and then terminate his services. Leaving the services of an employer by the workman is a valid mode of his abandonment and there is no illegality attached to a workman leaving the services of his previous employer and joining another employer. If the employer does not consider the abandonment of service or leaving the service by a workman as a misconduct, the law cannot force the employer to consider such abandonment as a misconduct and hold an enquiry. Misconduct of an employee is the one which an employer considers as the misconduct. An enquiry is required to be held only where an employer intends to impose punishment on the employee for an alleged misconduct. if an employer does not intend to impose any punishment on the employee and considers that if the employee has left his service, let it be so, the law cannot compel the employer to hold an enquiry and punish an employee for the misconduct.

7. I consider that it was not necessary for the employer to hold an enquiry into the abandonment of the service by the respondent. It was for the respondent to prove' that his services were terminated for some reasons by the employer or without any reason by the employer. The respondent had taken. a stand which was fowld to be false. Under these circumstances, the Labour Court's conclusion that it was a case of retrenchment is perverse".

34. The ratio of the judgment is squarely applicable to the facts and circumstances of this case and therefore, in light of aforesaid judicial precedent, the fact that management had not conducted any



inquiry regarding absenteeism or abandonment of job by workman, shall not render its action as illegality.

35. *The Hon'ble High Court of Delhi in the case of "Tej Pal Vs. Gopal Narain & Sons &Anr", (2006) 132 DLT 311 decided on 28.08.2006 had observed that only if employer does not allow its workman to join duty on his reporting, it can be said that there was termination of workman and relevant extract of judgment are as under-*

"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

(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 the stipulation in that behalf contained therein or)

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

8. *A perusal of Section 2(oo) of the Act shows retrenchment means the termination of services of a workman by management. Where management does not terminate services of the workman and writes a letter to the workman to come and join duties, no inference can be drawn that services of the workman were terminated. It was not the case of the workman before the Labour Court that after receiving letter of the management asking him to join duties, he had gone to join duties and was not allowed to join duties. The contention of the workman that employer was supposed to initiate an inquiry into his absence before terminating his services, is baseless because in this case employer had not terminated services. An employer who writes a letter to the workman to join duties since he was absent, cannot be said to have terminated the services of the petitioner. Only if the petitioner had not been allowed to join duties on his reporting, it could have been said that his services were terminated".*



36. It is relevant to refer observations of Hon'ble Supreme Court in *Vijay S. Sathaye Vs. Indian Air Lines Ltd. & Ors.*, SLP (C) No. 24220-24221 of 2007 and the relevant paras of the judgment has been reproduced as under -

"9. It is a settled law that an employee cannot be termed as a slave, he has a right to abandon the service, any time voluntarily by submitting his resignation and alternatively, not joining the duty and remaining absent for long. Absence from duty in the beginning may be a misconduct but when absence is for a very long period, it may amount to voluntarily abandonment of service and in that eventuality, the bonds of service come to an end automatically without requiring any order to be passed by the employer.

38. In view of the aforesaid legal authorities, it is clear that in case of abandonment or prolonged absenteeism where workman has left his job, no inquiry was required to be conducted by management into his absence without intimation, when management did not intend to impose any punishment on him.

40. It is relevant to point out that there is an observation, in para 14 of the *Vijay S. Sathaye Vs. Indian Air Lines Ltd. & Ors.*, SLP (C) No. 24220-24221 of 2007 to the effect that abandonment of service cannot be termed as 'retrenchment': The said observation has, however, been returned, by the Hon'ble Supreme Court, by placing reliance on judgment of *State of Haryana v. Om Prakash*, (1998) 8 sec 733 in which, the employer did nothing whatsoever, towards disengaging the employee, who, of his own volition, never reported for work and, thereafter, sought to raise an industrial dispute on the ground of "retrenchment". The Supreme Court, in order to return the finding that it did, essentially relied on the opening words of Section 2(oo) of the ID Act, which contemplated "retrenchment" as an act done by the employer. Where, therefore, the employer did nothing, and the employee voluntarily never chose to report for work, the Supreme Court held that the question of invoking Section 2(oo) did not arise at all and held that where, however, the employer does the positive act of terminating the workman from service, by striking the name of the workman off its rolls or otherwise, it would tantamount to "retrenchment", unless and until one or the other of the exceptions, statutory in Section 2(oo) of the ID Act, could be legitimately pressed into service by the employer.

41. Applying the ratio of aforesaid judicial precedents in *Vijay S. Sathaye Vs. Indian Air Lines Ltd. & Ors.* (Supra) and *State of*



Haryana Vs. Om Prakash (Supra) to the facts of the present case, it is relevant to note that MWI had stated during his cross-examination that name of workman was not struck off from rolls of management, during his absence from duty and this oral testimony of MWI is also substantiated by documentary evidence, that is, attendance register of management from January to May 2020 Ex.MWI/4 which clearly shows name of workman, on muster roll of management, during the period of his absence from duty of management. This implies there was no positive act of striking off the name of workman from muster roll of management to indicate his termination from service of the management and thus, falsifies the claim of that he was terminated by management. Also, in absence of any 'positive act like striking off name of workman from muster roll, on part of management to terminate workman, it cannot be termed as "retrenchment" in the light of the ratio of State of Haryana v. Om Prakash & Ant., (1998) 8 sec 733).

44. This Court has already observed hereinabove that the workman had voluntarily left the services of the management w.e.f. 25.02.2020 and he had continued to remain absent for a period of one and half year, without any satisfactory explanation, for such a long period of absence. Therefore, consequent upon abovesaid observation, it is abundantly clear that no question of illegal termination of workman by the management arises at it was the workman himself who had remained absent from duty for period of one and half years, without any satisfactory justification. Accordingly, second part of the Issue no.1 regarding illegal or unjustified termination of the workman by management, is decided against the workman and in favour of the management.

ISSUE No.2

Relief.

45. Consequent to decisions on both parts of Issue no.1, this Court holds that the workman/claimant is not entitled to any relief."

8. The impugned award categorically records that the testimony of MW-1 regarding the petitioner's absence from work/ duty w.e.f. 25.02.2020 remained unchallenged and was even admitted by the workman/ petitioner himself. The Court regarded this observation as affording substantial support to the stand of the respondent/management and as diminishing the



credibility of the petitioner's claim of termination. In this regard, the Labour Court observed as under:

“20. The testimony of MW1 on point of absence of workman from duty of management since 25.02.2020 has not only remained unchallenged and uncontroverted, as no suggestion was put to him on this point in his cross-examination but has even been admitted by workman during his cross-examination as workman has admitted that his last working day with management was 27.02.2020, which lends substantial credence to version of management, that workman had lastly worked with management in February 2020 and not till 25.04.2020. The workman had further admitted in his cross-examination, that after 25.02.2020, he had visited the management only on 26.08.2021 and this admission of workman lends credence to management's claim and contradicts previous statement of workman in cross-examination that he had visited the management in 20-25 March 2020 and in November 2020. Apparently, this admission of workman also runs contradictory to his version in his evidence affidavit Ex.WW1/A that after his accident of 27.02.2020, he had visited the management only on 25.04.2020.”

9. The Labour Court further noted the contradictions in the petitioner's pleadings and evidence regarding the date of alleged termination. The award also records that the demand notice dated 08.11.2021 referred only to alleged termination on 25.08.2021 and did not raise any grievance regarding alleged termination on 25.04.2020. The relevant portion of the award reads as under:

“16.It is relevant to point out that the workman in his rejoinder has taken a different stand from his version in his statement of claim as he had stated in rejoinder that on 27.02.2020, while going to the management; he had met with an accident and was admitted in hospital at Noida and was under medical treatment and that after complete recovery, when he approached the management for joining his duty, the management kept deferring his joining on the pretext of Covid-19 and that management had finally refused to take him back in the services. However, no such plea that he had met with an accident on 27.02.2020 was taken by the workman in his statement of claim. Moreover, the rejoinder of the workman is conspicuously silent regarding the date of his alleged termination by the management.



21. *The workman has in his evidence affidavit Ex.WW1/A that he had met with an accident on 27.02.2020, while going to office and could not attend duty and subsequently he had visited the management for joining duty only on 25.04.2020, when National Lockdown due to Covid-19 was eased, but he was asked by management to come later and finally management had terminated his services on 25.08.2021, by verbal orders. This version of the workman is contrary to his version in his statement of claim, wherein he had stated that services were terminated on 25.04.2020, by verbal order. It is pertinent to mention here that the statement of claim of the workman is silent regarding his alleged accident of 27.02.2020. Further, in the testimony of workman adduced by way of his evidence affidavit Ex.WW1/A mentions the date of his termination as 25.08.2021 and thus testimony of workman is contradictory his statement of claim, where date of termination is mentioned as 25.04.2020 and thus renders the version of the workman doubtful and unreliable on this aspect.*

23. *Besides, it is relevant to point out that even demand notice dated 08.11.2021 Ex.WW1/1 sent by workman to management was in respect of his grievance of his illegal termination by management on 25.08.2021 and it does not raise grievance of his illegal termination by management on 25.04.2020 though, statement of claim of workman in present case has been filed in respect of his alleged illegal termination on 25.02.2020.*

28. *In the present case, evidently the workman had sent legal notice dated 08.11.2021 Ex.WW1/1 to the management regarding his grievance of illegal termination by management on 25.08.2021. Evidently demand notice dated 08.11.2021 Ex.WW1/1, was not in respect of alleged illegal termination of workman on 25.04.2020. Therefore, since the workman had never raised demand on management regarding his illegal termination on 25.04.2020 by the management, therefore, in the light of the aforesaid judicial precedents it can be safely concluded that in absence of any demand notice in this regard, there was no industrial dispute in respect of alleged illegal termination of workman from 25.04.2020 and accordingly, the present statement of claim of workman is liable to be dismissed, on this ground alone.”*

10. The Labour Court further found that the petitioner failed to furnish any satisfactory explanation for his prolonged absence of nearly one and a



half years. The relevant extract of the impugned award is as under:

“29. Further, it is relevant to point out that the workman had stated for the first time during his cross-examination that he had visited the management for joining his duty on 20-25 March, 2020 and in November 2020. However, this plea of the workman is not substantiated from his deposition in his evidence affidavit Ex.WW1/A nor from his pleadings and also stands negated by his admission in later part of his cross-examination by Ld. AR for the management, wherein the workman had admitted that after 25.02.2020, he had visited the management only on 26.08.2021. Thus, in view of aforesaid admission of the workman during his cross-examination, the management's claim that workman had remained absent from duty from 25.02.2020 till 26.08.2021 also stands proved; Thus management has been able to discharge its onus of proving its claim of absenteeism of workman by standard of preponderance of probabilities by establishing that workman had remained absent from duty of management for about one year and six months, from 25.02.2020 till 26.08.2021.

30. Moreover, even during recording of testimony in Court, the workman had not been able to give any satisfactory explanation for such long absence from duty from 25.02.2020 as well as his failure to take necessary legal action against the management, immediately after the management had allegedly refused to allow workman to join duties.

44. This Court has already observed hereinabove that the workman had voluntarily left the services of the management w.e.f. 25.02.2020 and he had continued to remain absent for a period of one and half year, without any satisfactory explanation, for such a long period of absence. Therefore, consequent upon abovesaid observation, it is abundantly clear that no question of illegal termination of workman by the management arises at it was the workman himself who had remained absent from duty for period of one and half years, without any satisfactory justification. Accordingly, second part of the Issue no.1 regarding illegal or unjustified termination of the workman by management, is decided against the workman and in favour of the management.”

11. A perusal of the impugned award leaves no manner of doubt that the Labour Court, upon a detailed appraisal of the evidence adduced by both the parties and a thorough examination of the relevant facts and circumstances, held that the workman/petitioner had voluntarily left the services of the respondent/management with effect from 25.02.2020 and had remained



absent for a period of nearly one and a half years without furnishing any satisfactory explanation. The findings of the Labour Court rest on a reasoned evaluation of the record. This Court finds that no ground is made out to warrant interference with the same.

12. The petitioner has essentially sought to re-agitate the same issue/s which have already been dealt with by the impugned award. It is well settled that in writ jurisdiction, this Court does not undertake re-appraisal of evidence or interfere with factual findings unless they are perverse or contrary to law. This Court finds no patent illegality in the impugned award so as to justify interference therewith. In *Syed Yakoob v. K.S. Radhakrishnan*, 1963 SCC OnLine SC 24, it has been held as under:

“7. The question about the limits of the jurisdiction of High Courts in issuing a writ of certiorari under Article 226 has been frequently considered by this Court and the true legal position in that behalf is no longer in doubt. A writ of certiorari can be issued for correcting errors of jurisdiction committed by inferior courts or tribunals : these are cases where orders are passed by inferior courts or tribunals without jurisdiction, or is in excess of it, or as a result of failure to exercise jurisdiction. A writ can similarly be issued where in exercise of jurisdiction conferred on it, the Court or Tribunal acts illegally or properly, as for instance, it decides a question without giving an opportunity, be heard to the party affected by the order, or where the procedure adopted in dealing with the dispute is opposed to principles of natural justice. There is, however, no doubt that the jurisdiction to issue a writ of certiorari is a supervisory jurisdiction and the Court exercising it is not entitled to act as an appellate Court. This limitation necessarily means that findings of fact reached by the inferior Court or Tribunal as result of the appreciation of evidence cannot be reopened or questioned in writ proceedings. An error of law which is apparent on the face of the record can be corrected by a writ, but not an error of fact, however grave it may appear to be. In regard to a finding of fact recorded by the Tribunal, a writ of certiorari can be issued if it is shown that in recording the said finding, the Tribunal had erroneously refused to admit admissible and material evidence, or had erroneously admitted inadmissible evidence which has influenced the impugned finding. Similarly, if a finding of fact is based on no evidence, that would be regarded as an error of



law which can be corrected by a writ of certiorari. In dealing with this category of cases, however, we must always bear in mind that a finding of fact recorded by the Tribunal cannot be challenged in proceedings for a writ of certiorari on the ground that the relevant and material evidence adduced before the Tribunal was insufficient or inadequate to sustain the impugned finding. The adequacy or sufficiency of evidence led on a point and the inference of fact to be drawn from the said finding are within the exclusive jurisdiction of the Tribunal, and the said points cannot be agitated before a writ Court. It is within these limits that the jurisdiction conferred on the High Courts under Article 226 to issue a writ of certiorari can be legitimately exercised (vide Hari Vishnu Kamath v. Syed Ahmad Ishaque [(1955) 1 SCR 1104] Nagandra Nath Bora v. Commissioner of Hills Division and Appeals Assam [(1958) SCR 1240] and Kaushalya Devi v. Bachittar Singh [AIR 1960 SC 1168]

8. It is, of course, not easy to define or adequately describe what an error of law apparent on the face of the record means. What can be corrected by a writ has to be an error of law; hut it must be such an error of law as can be regarded as one which is apparent on the face of the record. Where it is manifest or clear that the conclusion of law recorded by an inferior Court or Tribunal is based on an obvious mis-interpretation of the relevant statutory provision, or sometimes in ignorance of it, or may be, even in disregard of it, or is expressly founded on reasons which are wrong in law, the said conclusion can be corrected by a writ of certiorari. In all these cases, the impugned conclusion should be so plainly inconsistent with the relevant statutory provision that no difficulty is experienced by the High Court in holding that the said error of law is apparent on the face of the record. It may also be that in some cases, the impugned error of law may not be obvious or patent on the face of the record as such and the Court may need an argument to discover the said error; but there can be no doubt that what can be corrected by a writ of certiorari is an error of law and the said error must, on the whole, be of such a character as would satisfy the test that it is an error of law apparent on the face of the record.....”

13. In ***Pepsico India Holding (P) Ltd. v. Krishna Kant Pandey***, (2015) 4 SCC 270, the Supreme Court observed as under:

“14. While discussing the power of the High Court under Articles 226 and 227 of the Constitution interfering with the facts recorded by the courts or the tribunal, this Court in



Chandavarkar Sita Ratna Rao v. Ashalata S. Guram [(1986) 4 SCC 447] , held as under : (SCC pp. 458-59, para 17)

“17. In case of finding of facts, the Court should not interfere in exercise of its jurisdiction under Article 227 of the Constitution. Reference may be made to the observations of this Court in Bathutmal Raichand Oswal v. Laxmibai R. Tarta [(1975) 1 SCC 858 : AIR 1975 SC 1297] where this Court observed that the High Court could not in the guise of exercising its jurisdiction under Article 227 convert itself into a court of appeal when the legislature has not conferred a right of appeal. The High Court was not competent to correct errors of facts by examining the evidence and reappreciating. Speaking for the Court, Bhagwati, J. as the learned Chief Justice then was, observed at AIR p. 1301 of the Report as follows : (SCC p. 864, para 7)

‘7. The special civil application preferred by the appellant was admittedly an application under Article 227 and it is, therefore, material only to consider the scope and ambit of the jurisdiction of the High Court under that article. Did the High Court have jurisdiction in an application under Article 227 to disturb the findings of fact reached by the District Court? It is well settled by the decision of this Court in Waryam Singh v. Amarnath [(1954) 1 SCC 51 : AIR 1954 SC 215] (AIR p. 217, para 14) that the “power of superintendence conferred by Article 227 is, as pointed out by Harries, C.J., in Dalmia Jain Airways Ltd. v. Sukumar Mukherjee [AIR 1951 Cal 193] , to be exercised most sparingly and only in appropriate cases in order to keep the subordinate courts within the bounds of their authority and not for correcting mere errors”. This statement of law was quoted with approval in the subsequent decision of this Court in Nagendra Nath Bora v. Commr. of Hills Division [AIR 1958 SC 398] and it was pointed out by Sinha, J., as he then was, speaking on behalf of the Court in that case : (AIR p. 413, para 30)

“30. ... It is, thus, clear that the powers of judicial interference under Article 227 of the Constitution with orders of judicial or quasi-judicial nature, are not greater than the power under Article 226 of the Constitution. Under Article 226, the power of interference may extend to quashing an impugned order on the ground of a mistake



apparent on the face of the record. But under Article 227 of the Constitution, the power of interference is limited to seeing that the tribunal functions within the limits of its authority.”””

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16. In Indian Overseas Bank v. Staff Canteen Workers' Union [(2000) 4 SCC 245 : 2000 SCC (L&S) 471] , this Court considered a similar question with regard to the power of the High Court under Article 226 against the findings recorded by the Industrial Tribunal. Reversing the decision of the Single Judge and restoring the fact-finding decision of the Tribunal, this Court held : (SCC pp. 259-60, para 17)

“17. The learned Single Judge seems to have undertaken an exercise, impermissible for him in exercising writ jurisdiction, by liberally reappreciating the evidence and drawing conclusions of his own on pure questions of fact, unmindful, though aware fully, that he is not exercising any appellate jurisdiction over the awards passed by a tribunal, presided over by a judicial officer. The findings of fact recorded by a fact-finding authority duly constituted for the purpose and which ordinarily should be considered to have become final, cannot be disturbed for the mere reason of having been based on materials or evidence not sufficient or credible in the opinion of the writ court to warrant those findings, at any rate, as long as they are based upon some material which are relevant for the purpose or even on the ground that there is yet another view which can reasonably and possibly be taken. The Division Bench was not only justified but well merited in its criticism of the order of the learned Single Judge and in ordering restoration of the award of the Tribunal. On being taken through the findings of the Industrial Tribunal as well as the order of the learned Single Judge and the judgment of the Division Bench, we are of the view that the Industrial Tribunal had overwhelming materials which constituted ample and sufficient basis for recording its findings, as it did, and the manner of consideration undertaken, the objectivity of approach adopted and reasonableness of findings recorded seem to be unexceptionable. The only course, therefore, open to the writ Judge was to find out the satisfaction or otherwise of the relevant criteria laid down by this Court, before sustaining the claim of the canteen workmen, on the facts found and recorded by the fact-finding authority and



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not embark upon an exercise of reassessing the evidence and arriving at findings of one's own, altogether giving a complete go-by even to the facts specifically found by the Tribunal below.”

14. Further, the Supreme Court in ***Krishnanand v. Director of Consolidation***, (2015) 1 SCC 553, held as under:

“12. The High Court has committed an error in reversing the findings of fact arrived at by the authorities below in coming to the conclusion that there was a partition. No doubt, the High Court did so in exercise of its jurisdiction under Article 226 of the Constitution. It is a settled law that such a jurisdiction cannot be exercised for reappreciating the evidence and arrival of findings of facts unless the authority which passed the impugned order does not have jurisdiction to render the finding or has acted in excess of its jurisdiction or the finding is patently perverse. In the present case, though the High Court reversed the concurrent findings of the authorities below and came to the opposite conclusion on matter of facts, the High Court did not do so on the ground that the authorities below acted in excess of their jurisdiction or without jurisdiction or that the finding is vitiated by perversity.”

15. In the circumstances, this Court finds no merit in the present petition; the same is, accordingly, dismissed. All pending applications also stand disposed of.

SACHIN DATTA, J

MARCH 30, 2026/ss