2025:DHC:10967

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Judgment Reserved on: 03.12.2025***
Judgment pronounced on: 08.12.2025

\+ **W.P.(C) 7378/2018**

VIJAY KUMAR .....Petitioner

Through: Mr. Mobin Akhtar and Mr. Syed Sood, Advocates

versus

M/S. KARAWAL ENGINEERING COMPANY & ANR. .....Respondents

Through: Mr. Vijay Sehgal, Advocate

CORAM:
HON'BLE MS. JUSTICE CHANDRASEKHARAN SUDHA

JUDGMENT

CHANDRASEKHARAN SUDHA, J.

1. This writ petition has been filed by the claimant/workman in LIR No. 5774/2016, aggrieved by the Award dated 21.08.2017 passed by the Additional District and Sessions Judge-cum-Presiding Officer, Labour Court-XIX, Karkardooma Courts, Delhi, by which his claim for reinstatement and back wages was dismissed.

2. In this petition, unless otherwise specified, the parties will be referred to as described in the original proceedings.

3. In the statement of claim filed by the claimant/workman, it is alleged that he had been working with the respondent/management since 24.02.1999, as electrician and his last drawn wages was ₹11,500/- per month. He was discharging his duties honestly, diligently and to the entire satisfaction of the management. The management had taken his signature on several blank papers, vouchers, and partly printed papers at the time of his appointment. The papers, on which the workman's signatures had been taken, are still in the possession of the management. The workman could not complain about them, as he was in dire need of a job. He was deprived of various facilities such as appointment letter, attendance card, bonus, casual leave, etc. by the respondent/management. The workman had made several oral requests for the aforesaid legitimate facilities/claims from time to

time. However, the lawful demands of the workman was never heeded to. As the workman had demanded his lawful rights, the management unlawfully terminated his services on 08.08.2013 without payment of his earned wages for the period from 01.07.2013 to 07.08.2013, without giving or offering him any notice or notice pay.

3.1 The workman, through his Union, filed a complaint dated 04.01.2013 before the Labour Office, Hari Nagar, Delhi. However, the respondent/management did not reinstate him. Thereafter, a legal notice dated 18.11.2023, demanding payment of his earned wages, reinstatement with full back wages and continuity of service, was sent to the respondent/management. However, the respondent/management neither replied to the said demand notice nor reinstated the workman. Hence, the workman initiated conciliation proceedings before the Conciliation Officer, Government of NCT of Delhi, Hari Nagar, New Delhi and filed his

statement of claim. The respondent/management appeared and filed certain forged and fabricated documents contending that he had voluntarily resigned from service and that he had taken his full and final dues from the respondent/management.

3.2 The respondent/management was not maintaining any payment of wages register relating to the workman. The respondent/management had taken signatures of the workman on blank vouchers at the time of making monthly payments, and one of such vouchers was fabricated and misused by the respondent/management to make it appear that the workman had taken all his dues in full and final settlement. The resignation letter dated 29.02.2012, relied on by the respondent/management, is one of the papers on which the signature of the workman had been taken at the time of joining the service. The service of the workman had been terminated illegally on 08.08.2013, without payment of his earned wages for the aforesaid period, without

giving or offering him any notice or notice pay or retrenchment compensation. The termination is illegal and hence, the claim seeking reinstatement with full back wages and continuity of service with all consequential benefits.

3.3 The respondent/management entered appearance and filed written statement, denying the allegations in the claim. It was contended that on 29.02.2012, the workman had voluntarily resigned from his services *vide* resignation letter dated 29.02.2012, which was duly accepted by the respondent/management. The workman had also collected all his dues. Thus, the relationship of employer and employee ceased to exist. Therefore, it was contended that the workman was not entitled to any of the reliefs prayed for.

3.4 On completion of pleadings, necessary issues were framed by the trial court. The claimant/workman examined himself as WW1. No oral evidence was adduced by the

respondent/management. Exhibits WW1/XM1 to WW1/XM3 were marked on behalf of the respondent/management. On consideration of the oral and documentary evidence and after hearing both sides, the trial court, *vide* the impugned award, dismissed the claim of the workman, finding that he had resigned from his job voluntarily after taking his dues and that his services were not terminated by the respondent/management. Aggrieved, the claimant/workman has come up in appeal.

4. It was submitted by the learned counsel for the claimant/workman that the trial court grossly erred in relying on exhibits WW1/XM2 and WW1/XM3 to find that he had voluntarily resigned and taken his dues. According to him, when the claimant/workman joined service, the respondent/management made him sign on several blank papers and printed forms, which were later converted into the resignation letter and the voucher relied on by the respondent/management. It was submitted that the

materials on record clearly substantiate the case of the workman that he was illegally terminated and therefore, he is entitled to the reliefs prayed for.

5. *Per contra*, the learned counsel for the respondent/management submitted that the trial court had correctly appreciated the oral and documentary evidence on record. There is an inordinate delay in filing the present writ petition. Though the impugned award is dated 21.08.2017, the writ petition was filed only on 11.07.2018. Similarly, it was pointed out that the allegation of the workman was that he was terminated with effect from 08.08.2013. However, he filed a complaint before the Labour Office on 04.10.2013 and sent a legal demand notice on 18.11.2013 only. Thereafter, he filed the claim only in the year 2014. No explanation for the delay has been furnished by the claimant/workman, and that the present proceedings is only an afterthought. There is no infirmity committed by the trial court

calling for an interference by this Court, goes the argument.

6. Heard both sides and perused the records.

7. As noticed earlier, according to the respondent/ management, the workman had voluntarily resigned, and in support of the same, they are relying on exhibits WW1/XM2, i.e., the resignation letter and WW1/XM3, i.e., a voucher showing receipt of final dues of ₹ 18,020/- received by the workman. When the workman was examined as WW1, he admitted his signature on both the documents. It is true that mere admission of the signature in the documents would not mean that execution is admitted. However, the relevant portion of the cross-examination of the workman examined as WW-1 is relevant, which reads thus:-

> "*It is correct that I have not mentioned in my demand notice and claim filed before the Conciliation Officer i.e. Ex. WW1/1 and Ex. WW1/4 that the management had taken my signatures on blank papers and vouchers. It is correct that after the filing of documents before the Conciliation Officer, I have changed my stand in the statement of claim filed before this court with respect to obtaining my signatures on blank papers by the management for the first time.*

At this stage, photocopy of appointment letter is shown to the witness from court file (the original has been brought by the management today) upon which he admits his signatures at point A and the same is Ex. WW1/XM1. At this stage, original of resignation letter dated 29.02.2012 is shown to the witness(Photocopy has already been filed and original is being filed today) and he is asked, as to whether it bears his signatures to which workman has replied in affirmation. This document is exhibited as Ex. WW1/XM2 and it bears the signatures of the workman at pointA.

At this stage, original of voucher dated 29.02.2012 is shown to the witness (Photocopy has already been filed and original is being filed today) and he is asked as to whether it bears his signatures to which workman has replied in affirmation. This document is exhibited as Ex. WW1/XM3 and it bears the signatures of the workman at point A."

(Emphasis supplied)

8. The aforesaid testimony of the workman leaves no room for doubt that the aforesaid documents had been in fact executed by him. It was then pointed out by the learned counsel for the workman that the resignation letter is contended to be dated 29.02.2012; however, the respondent/management is seen to have accepted it on 27.02.2012. This itself would raise suspicions regarding the document. I am afraid, I will have to disagree with

the argument advanced because, on perusal of the document before me, I find that the date on which it is accepted is in fact 29.02.2012 and not 27.02.2012 as argued by the learned counsel.

9. Another important aspect that needs to be taken note of is that the workman had no case that his signature(s) had been taken on blank papers by the respondent/management, when he joined their service either before the labour officer or in the legal notice sent by him. It was only when the claim petition was filed, the story of taking signatures in blank papers was taken up for the first time. This also substantiates the argument of the respondent/management, that the allegation of putting signatures on blank papers, etc., is merely an afterthought.

10. Further, as pointed out, there is a delay of nearly one year in filing the writ petition, for which no reason(s) have been furnished. It is true that the law does not prescribe any particular time limit within which the writ petition should be filed. However,

it should be filed within a reasonable time after the passing of the impugned award.

11. On going through the materials on record and the findings of the trial court, I do not find any infirmity in the impugned award calling for an interference by this Court.

12. In the result, the appeal *sans* merits is, accordingly, dismissed. Application(s), if any pending, shall stand closed.

CHANDRASEKHARAN SUDHA
(JUDGE)

DECEMBER 08, 2025
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