



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

% Date of Decision: 16.01.2026

+ **W.P.(C) 1480/2019 & CM Appls.40302/2019, 47482/2019**

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.....Petitioner

Through: Mr. Sanjay Dewan, Sr. Adv., Mr.
Anish Dewan, Mr. Nikhil Goel and
Ms. Arshia Kohli, Advocates

versus

SH. SURESH KUMARRespondent

Through: Mr. V.N. Jha, Advocate

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

JUDGMENT (ORAL)

1. By way of the present Writ Petition under articles 226 and 227 of the Constitution of India, the petitioner, being aggrieved by the grant of the award in favour of the workman the vide award dated 22.09.2018 passed by the Additional District and Sessions Judge, Presiding Officer, Labour Court no. XIX, *Dwarka Courts, Delhi* in LIR No. 7903/16, has preferred the present petition.

2. The workman, in his statement of claim filed under section 10 (4A) of the Industrial Disputes Act, 1947 claimed that he was appointed as a Senior Machine Operator on 03.06.2010, and that his last drawn salary was Rs.23,000/-. He alleged that neither any appointment letter nor any statutory benefits under the Labour laws were provided to him. It was further claimed that upon demanding such statutory benefits, he was threatened by the



proprietor *Sanjay Sehgal* and was further compelled to sign blank documents. According to the workman, his services were illegally terminated on 13.08.2015. The Management, on the other hand, took the defence that the workman had abandoned his job after his demand for a loan of Rs. 1,00,000/- was declined though on an earlier occasion, a loan of Rs. 50,000/- was advanced to him. However, no documentary evidence in support of the alleged loan or its repayment was produced by the management.

3. The Learned Labour Court, though having rendered the conclusion that the services of the workman were terminated in an illegal and arbitrary manner, directed the Management to reinstate him with full back wages and continue his service from the date of termination, or, in default to pay him a sum of Rs.5 lakhs as compensation in lieu of reinstatement and full back wages, along with interest @ 8% per annum.

4. Learned counsel for the Management, while assailing the impugned award, contended that the Labour Court erred in concluding that the termination was illegal, as it failed to taken into account that the present case is one of abandonment of service by the workman.

5. Upon filing of the present petition, this Court, vide order dated 13.02.2019, stayed the operation of the impugned award till the next date, subject to the petitioner/Management depositing 50% of the awarded amount within four weeks from the said date.

6. As noted above, the Management had set up a defence of abandonment of service. It is well-settled that if the Management is alleging misconduct, or unauthorized absence on the part of the workman, then it is incumbent upon the employer to initiate a proper departmental inquiry, and



then proceed with the termination process in accordance with the law, which, concededly has not been done in the present case.

7. Further, abandonment cannot be presumed and must be proved by cogent evidence. In this regard, reference may be made to the judgment of the Supreme Court in G.T. Lad v. Chemicals & Fibres of India Ltd.¹, wherein it was held that abandonment of service is a question of intention and cannot be inferred merely from absence from duty unless there is clear evidence to show that the workman intended to sever the employer-employee relationship. The relevant extract as noted below:

“6.

xxx

Abandonment or relinquishment of service is always a question of intention, and normally, such an intention cannot be attributed to a employee without adequate evidence in that behalf. Thus, whether there has been a voluntary abandonment of service or not is a question of fact which has to be determined in the light of the surrounding circumstances of each case.”

8. It is also apposite to note that the Labour Court while considering the claim petition is empowered under section 11A of the Industrial Disputes Act, 1947 to direct appropriate relief, including reinstatement or such terms and conditions as it may deem fit or to grant such other reliefs to the workmen, including the award of a lesser punishment in lieu of discharge or dismissal from service.

9. The Labour Court noted that subsequent to the termination order, police complaints were also lodged, and considering that the employment period was three years and three months, the award was passed in the aforesaid terms.

¹ (1979) 1 SCC 590



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10. Having regard, that a substantial period has elapsed since the order of termination, this Court deems it apposite that the relief of Rs.5 lakhs compensation is just and proper.

11. Accordingly, let the amount of Rs.2.5 lakhs deposited with the Registry of this Court be released along with accrued interest to the respondent/workman within four weeks. The petitioner is further directed to pay the balance amount of Rs.2.5 lakhs to the respondent/workman within six weeks from today.

12. The writ petition, along with the pending applications, are disposed of in the aforesaid terms.

MANOJ KUMAR OHRI
(JUDGE)

JANUARY 16, 2026

pmc

(corrected & released on 27.01.2026)