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

% Reserved on : 07.08.2026
Pronounced on : 30.10.2026
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CNR No.DLHC010377822019

\+ **W.P.(C) 10051/2019 & CM APPL. 41582/2019**

RURAL MEDICARE CENTRE .....Petitioner

Through: Ms. Shambhavi Dwivedi, Mr.Abhigyan and Ms. Vidhi Kapoor, Advocates

versus

ARUN SUNANDI THROUGH ALL INDIA LABOUR TRADE UNION

.....Respondent

Through: None.

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

JUDGMENT

1. The present writ petition has been filed by the petitioner under Articles 226 and 227 of the Constitution of India, assailing the award dated 13.03.2019 passed by the learned Presiding Officer, Labour Court-V, *Dwarka* Courts, *Delhi*, in ID No. 6210-16, whereby the respondent-workman was held entitled to reinstatement with full back wages, continuity of service and consequential benefits. *Vide* order dated 08.02.2024, this Court, while noting that the respondent is unrepresented despite service, was proceeded *ex parte*.

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2. The dispute was referred for adjudication by the Deputy Labour Commissioner, Government of NCT of *Delhi*, in exercise of powers under Sections 10(1)(c) and 12(5) of the Industrial Disputes Act, 1947 (hereinafter, 'the Act'), vide notification dated 29.07.2015. The reference was as follows:-

> *"Whether the services of Sh. Arun Sanandi S/o Sh. Raj Sanandi has been terminated illegally and/or unjustifiably by the management; if so, to what relief is he entitled and what directions are necessary in this respect?"*

3. The respondent-workman in his statement of claim stated that he had been employed with the petitioner as a Junior Paramedic, Grade I, with effect from 02.02.2009, at a monthly salary of Rs.8,900/. He alleged that the petitioner had failed to provide him with various service benefits and that, when he demanded the same, his services were terminated on 01.10.2014 without notice.

4. The learned Labour Court framed issues, *inter alia*, as to whether the claim was not maintainable in view of Section 2(oo)(bb) of the Act and whether the services of the respondent-workman had been terminated illegally or unjustifiably.

5. Learned counsel for the petitioner submits that the learned Labour Court failed to appreciate that the respondent-workman was engaged on a contractual basis and that the terms of his employment were renewed from time to time. It is contended that the agreement dated 04.04.2014 extended his employment for six months, up to 03.10.2014, and that the services came to an end upon expiry of the contractual period. The petitioner submits that such termination falls

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within the exception under Section 2(oo)(bb) of the Act and, therefore, does not constitute retrenchment. Further reliance is placed on the decision of *S.M. Nilajkar v. Telecom District Manager, Karnataka*[1].

6. In the present case, the principal issue which arises for consideration is whether the termination of the respondent-workman's services falls within the exception carved out under Section 2(oo)(bb) of the Act. A further issue which requires consideration is whether the findings returned by the learned Labour Court, warrant interference in the exercise of jurisdiction under Articles 226 and 227 of the Constitution of India.

7. Section 2(oo)(bb) of the Act provides that termination of a workman's services on the expiry of his employment contract does not amount to retrenchment, provided the termination is in accordance with the terms of the contract. Therefore, to rely on this provision, the petitioner must establish that the respondent-workman's employment was for a fixed period and that his services came to an end upon expiry of that period.

8. In the present case, it is not disputed that the respondent-workman was employed with the petitioner as a Junior Paramedic from the year 2009 and continued in employment until October 2014.

9. The learned Labour Court noted that the petitioner had failed to produce documentary material establishing the alleged extensions of the respondent-workman's probation from time to time. It further observed that no communication had been issued to the respondent-

[1] (2003) 4 SCC 27

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workman explaining the extension of his probation. The learned Labour Court also considered the agreement dated 04.04.2014 and declined to rely upon the same, noting that the original document had not been produced and that the respondent-workman had not been confronted with the document or his purported signatures thereon.

10. The respondent-workman continued in employment from the year 2009 to 2014. However, this alone does not determine whether Section 2(oo)(bb) of the Act applies. The petitioner must establish that the respondent-workman's services came to an end upon expiry of his contract. In the present case, the petitioner has failed to establish the terms of the contract relied upon. Therefore, the petitioner cannot claim the benefit of Section 2(oo)(bb) merely by stating that the respondent-workman was employed on a contractual or probationary basis. The petitioner has not demonstrated how the evidence on record establishes that the respondent-workman's services came to an end in circumstances falling within the statutory exception.

11. In *S.M. Nilajkar* (*supra*), the Supreme Court considered the scope of Section 2(oo)(bb) of the Act. The applicability of the exception must be determined with reference to the nature of the engagement and the terms governing the cessation of employment. In the present case, the petitioner has failed to establish that the respondent-workman's services came to an end upon expiry of a duly established contractual term. The learned Labour Court, after considering the evidence on record, found that the alleged extensions of probation had not been established and that the agreement dated

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04.04.2014 had not been duly proved. The petitioner has not demonstrated any perversity or patent illegality in these findings.

12. The aforesaid findings must also be examined in the context of the limited scope of interference by this Court in the exercise of its jurisdiction under Articles 226 and 227 of the Constitution of India. In *Syed Yakoob v. K.S. Radhakrishnan*[2], the Supreme Court held that the jurisdiction of the High Court under Article 226 is supervisory and not appellate in nature. Findings of fact recorded by a Tribunal cannot be reopened merely because the evidence could have been appreciated differently. Interference is warranted where a finding is based on no evidence, material or admissible evidence has been improperly dealt with, or an error of law apparent on the face of the record is made out. Accordingly, the question is whether the petitioner has demonstrated any such error in the findings recorded by the learned Labour Court so as to warrant interference with the impugned award has not been made out.

13. Insofar as the relief of reinstatement with full back wages is concerned, the petitioner had, at the initial stage of the proceedings before this Court, which is recorded *vide* order dated 17.09.2019, contended that the respondent-workman had been gainfully employed elsewhere since October 2014. However, the said contention, in the absence of supporting material establishing gainful employment, cannot by itself furnish a ground for setting aside the relief granted by the learned Labour Court.

[2] AIR 1964 SC 477

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14. It is further noted that, pursuant to the award dated 13.03.2019, the Labour Officer (South District), Government of *NCT of Delhi*, issued a notice dated 02.09.2019 under Section 33-C(1) of the Act, calling upon the petitioner to implement the award. The notice records that the respondent-workman had calculated the wages payable to him at Rs. 7,30,966/-. The petitioner was directed to comply with the award, failing which recovery proceedings would be initiated.

15. The aforesaid amount represents the computation of wages claimed by the respondent-workman pursuant to the award and is not, by itself, a determination of compensation in lieu of reinstatement.

16. The relief of reinstatement with back wages does not follow as an automatic consequence of a finding of illegal termination. In *Jagbir Singh v. Haryana State Agriculture Marketing Board*[3], and *Bharat Sanchar Nigam Limited v. Bhurumal*[4], the Supreme Court recognised that monetary compensation may, in appropriate cases, be awarded in lieu of reinstatement. The nature of employment, length of service, the passage of time since termination and the facts and circumstances of each case are relevant considerations in determining the appropriate relief.

17. In the present case, the respondent-workman was employed with the petitioner from February 2009 until October 2014. The award directing reinstatement was passed on 13.03.2019, and the present writ petition has remained pending thereafter. Having regard to the considerable passage of time since the cessation of employment, the

[3] (2009) 15 SCC 327
[4] (2014) 7 SCC 177

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Court is required to consider whether reinstatement at this stage would be an appropriate and effective relief. At the same time, the duration of the respondent-workman's employment and the circumstances in which his services were terminated cannot be overlooked.

18. In these circumstances, while the finding of the learned Labour Court that the termination was illegal does not warrant interference, this Court is of the view that monetary compensation in lieu of reinstatement would meet the ends of justice. Therefore, a lump-sum compensation of Rs. 8,00,000/- is awarded in lieu of reinstatement. Let the said amount be paid within a period of 4 weeks whereafter it will carry an interest @9% p.a.

19. In view of the foregoing discussion, the award dated 13.03.2019 is modified to the aforesaid extent.

20. The pending application also stands disposed of.

(MANOJ KUMAR OHRI)
JUDGE

OCTOBER 30, 2026
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