



2025:DHC:5051-DB



* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: 17.03.2025

Pronounced on: 01.07.2025

+ **LPA 1110/2024 & CM APPL. 65316/2024**

ATLAS LOGISTIC PVT.LTD. Appellant
Through: Mr. Sugam Mishra, Mr. Lokesh
Chopra and Ms. Pooja
Aggarwal, Advs.
versus

MR. JITENDRA KUMAR Respondent
Through: Mr. Pulkit Prakash, Mr. Arjun
Mohan, Mr. Chirantan Krishna,
Ms. Arushi Sharma and Ms.
Ankita Sinha, Advs.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA
HON'BLE MS. JUSTICE RENU BHATNAGAR

J U D G M E N T

NAVIN CHAWLA, J.

1. The present Letters Patent Appeal has been filed by the appellant, challenging the Impugned Judgment dated 31.05.2024 passed by the learned Single Judge of this Court in W.P.(C) 10371/2022, titled *Atlas Logistics Pvt Ltd v. Jitender Kumar*, whereby the learned Single Judge has dismissed the Writ Petition filed by the appellant herein, and upheld the Award dated 24.03.2021 passed by the learned Presiding Officer, Labour Court, Rouse Avenue, New Delhi (hereinafter referred to as, 'Labour Court').



FACTS OF THE CASE:

2. It was the case of the respondent before the learned Labour Court that the appellant management had advertised a vacancy for the post of Senior Operations Executive at its Delhi office. The responsibilities for the post were to be assigned by the CMD and as directed by the appellant management from time to time. Several candidates, including the respondent, applied for the post. After reviewing the credentials, the respondent was selected for the position.
3. The respondent further contended that he was employed by the appellant management from 15.12.2014 as a Senior Executive on a monthly wage of Rs.20,934/-. He claimed to have an unblemished and uninterrupted service record but alleged that he was denied statutory benefits, including leave, leave encashment, bonus, and overtime.
4. According to the respondent, his services were illegally terminated on 30.04.2016, with unpaid dues of Rs.70,000/-. He asserted that he had worked for more than 240 days in each calendar year, and that his retrenchment was effected without displaying a seniority list, serving a notice, or paying notice pay, thereby rendering the termination unlawful. The respondent further contended that no show-cause notice, charge sheet, or domestic inquiry was ever initiated, nor was he given an opportunity to be heard.
5. The respondent further claimed that despite his best efforts, he has remained unemployed since 30.04.2016.
6. He asserted that a legal demand notice dated 17.08.2016 was duly served upon the appellant's management, but no response was received.



7. Aggrieved by the termination, the respondent filed a statement of claim under Section 2A(2) of the Industrial Disputes Act, 1947 before the learned Labour Court on 01.09.2017, seeking compensation and reinstatement, and contending that the termination violated Sections 25F, 25G, and 25H of the Industrial Disputes Act, 1947, read with Rules 76, 77, and 78 of the Industrial Disputes (Central) Rules, 1957.

8. The learned Labour Court issued notice on the said claim and listed it for the appearance of the appellant management. The appellant's management appeared and filed a written statement to the said claim.

9. In the written statement, the appellant management asserted that the respondent was hired as a Senior Official Secretary, pursuant to an offer letter dated 09.12.2014 and an appointment letter dated 15.12.2014, at a gross salary of Rs.22,000/- per month plus benefits. His services were confirmed by a letter dated 08.01.2016, effective from 01.07.2015, on the same terms.

10. The appellant alleged that after probation, the respondent's conduct became unprofessional and that he engaged in misconduct, indiscipline, negligence, and inappropriate behaviour towards clients, colleagues, and superiors. During an economic reorganization in 2016, the appellant decided to retrench his services. A retrenchment notice dated 22.03.2016, terminating the employment of the respondent effective from 31.03.2016, was issued and was accepted on his behalf by his associate, Mr. Baljeet Singh. The appellant claimed to have paid all dues, including the retrenchment compensation *via* cheque no.



603523 dated 28.03.2016 for Rs.53,918/-, which was encashed; and Leave Travel Allowance and bonus *via* cheque nos. 32445846 and 32445941, which were also received and deposited by the respondent's associate, thereby fully settling the account. The appellant contended that the respondent's own negligence and misconduct justified the retrenchment, and accordingly prayed for the dismissal of his claim.

11. After completion of the proceedings, the learned Labour Court framed the following issues:

- “ (i) Whether the workman has voluntarily abandoned his job after taking all his dues from the management ? OPM*
- (ii) Whether the services of workman have been terminated illegally or unjustifiably by the management ? OPW*
- (iii) If the answer of aforementioned issue is in affirmative, to what consequential remedies the workman is entitled to ? OPW*
- (vi) Relief.”*

12. After considering the evidence and perusing the record, the learned Labour Court, *vide* Award dated 24.03.2021, held that the termination of the respondent was required to comply with Section 25F of the Industrial Disputes Act, 1947. The appellant issued a retrenchment notice dated 22.03.2016, citing misconduct and other reasons but failed to provide the respondent with an opportunity to be heard. No inquiry was conducted into the alleged misconduct, thereby violating the principles of natural justice. The respondent had served for over 240 days in a year, and no prior compensation or valid notice was given. Although the appellant's claim that retrenchment



compensation of Rs.53,918/- was paid, was disputed by the respondent, who stated that it was salary dues, and no supporting evidence like bank statements or wage records was provided by the appellant in support of its claim. The learned Labour Court held the termination to be illegal and unjustified. The learned Labour Court directed reinstatement of the respondent with full back wages, interest at the rate of 9% per annum from the date of publication until realization, and litigation costs, and directed publication of the Award under Section 17A of the Act.

13. Aggrieved by the Award, the appellant-management filed W.P.(C) 10371/2022, which has been dismissed by the learned Single Judge of this Court. The learned Single Judge held that the respondent had not voluntarily resigned, as there was no resignation letter, no mention of the resignation date, and no conclusive evidence of a full and final settlement. The appellant had also failed to prove payment of retrenchment compensation, as no bank records were produced. Furthermore, the learned Labour Court rightly found that the respondent's termination violated Section 25F of the Industrial Disputes Act, 1947 and the principles of natural justice, since no proper inquiry was conducted and no opportunity of being heard was provided to the respondent. Consequently, the termination was held to be illegal and unjustified. Accordingly, the respondent was held entitled to reinstatement with all consequential benefits and litigation costs.

14. Being aggrieved by the impugned judgment, the appellant management has now filed the present appeal.



SUBMISSION OF THE LEARNED COUNSEL FOR THE APPELLANT:

15. The learned counsel for the appellant reiterates all the facts stated in the present appeal.

16. It is further submitted by the learned counsel for the appellant that the respondent has not proved that he was a 'Workman' in terms of Section 2(s) of the Industrial Disputes Act, 1947.

17. It is further submitted by the learned counsel for the appellant that the respondent was repeatedly negligent in his duties, prompting oral warnings from the appellant management. During an economic reorganization in 2016, due to the respondent's past misconduct and the need to reduce staff, the management decided to retrench the respondent with effect from 31st March 2016, issuing a notice on 22.03.2016. The appellant management chose not to document the respondent's misconduct to avoid affecting his future employment prospects.

18. It is further submitted by the learned counsel for the appellant that the respondent's retrenchment was in accordance with the terms of his appointment, which outlined the applicable notice periods. The appellant management provided due retrenchment compensation, and the respondent's associate, authorized by him due to his absence, accepted the retrenchment notice and payment on his behalf. The respondent has failed to disclose these facts before the learned Labour Court, despite being issued a cheque of Rs.53,918/- on 28th March 2016. The respondent has intentionally not submitted his account



statement, which would reveal his gross misconduct. The appellant management ensured all dues were paid in full, reflecting its commitment to employees' welfare.

19. It is further submitted by the learned counsel for the appellant that the appellant management was compassionate enough to duly provide the respondent with his bonus and Leave Travel Allowance (LTA) amounting to Rs.8,796/- (Rupees Eight Thousand Seven Hundred Ninety-Six Only), through cheque numbers 32445846 and 32445941, *vide* letter dated 27th January, 2017. The said cheques were duly received by the associate of the respondent. This transaction is reflected in the bank statement of the appellant's management, clearly indicating that the full and final payment was credited to the respondent's account. The claim was filed by the respondent with the intention to unjustly claim further amounts and tarnish the reputation of the appellant.

ANALYSIS AND FINDINGS:

20. We have considered the submissions made by the learned counsel for the appellant, however, find no merit in the challenge of the appellant.

21. It is not disputed that the appellant did not conduct any departmental inquiry before terminating the services of the respondent on account of his alleged misconduct.

22. Though the appellant claimed that compensation in terms of Section 25F of the Industrial Disputes Act, 1947 had been paid to the respondent, the respondent contended that the amount received was



towards dues legally owed to him. The appellant failed to produce any evidence, such as the Wage Register, to refute this claim.

23. The plea of settlement also stood disproved for the reasons which have been recorded by the learned Labour Court and affirmed by the learned Single Judge.

24. As far as the plea of the respondent not being a 'workman' is concerned, the same plea was not raised before the learned Labour Court. Being a mixed question of law and fact, it cannot be allowed to be raised at this stage.

25. For the reasons stated hereinabove, we find no merit in this appeal. The same is, accordingly, dismissed.

26. There shall be no orders as to costs.

NAVIN CHAWLA, J.

RENU BHATNAGAR, J.

JULY 01, 2025/rv/DG