

(1988) 01 P&H CK 0018

High Court Of Punjab And Haryana At Chandigarh

Case No: C.W.P. No. 6195 of 1985

Shri Ishar Dass

APPELLANT

Vs

Presiding Officer, Labour Court,
Amritsar and Others

RESPONDENT

Date of Decision: Jan. 11, 1988

Acts Referred:

- Constitution of India, 1950 - Article 226, 227

Hon'ble Judges: M.R. Agnihotri, J

Bench: Single Bench

Advocate: Ishar Dass, for the Appellant; Kuldip Singh, for the Respondent No. 2, for the Respondent

Final Decision: Allowed

Judgement

M.R. Agnihotri, J.

Ishar Dass Petitioner has approached this Court under Articles 226 and 227 of the Constitution of India by filing the writ petition for quashing of the award of the Labour Court, Amritsar, dated 6th March, 1986, by which the Labour Court has held that the Petitioner was never the employee of the Amritsar District Bakers Syndicate, nor were his services terminated on 1st April, 1981, as alleged by the Petitioner. As a result thereof, the reference made to the Labour Court, Amritsar, was dismissed.

1. 1979 (119) 1. T. R. 900.

2. Briefly stated, in 1961, an association of bakers came into existence in Amritsar under the name and style of Amritsar District Bakers Association, Katra Sher Singh, which was later changed to be the Amritsar District Bakers Syndicate, Loh-Garhij Amritsar. To start with, the Petitioner remained associated with the Association in various capacities and sought election to its various offices but later on became its employee at a monthly salary of Rs. 600/-. The President of the said Syndicate on 1st April, 1981, paid a sum of Rs. 7,200/- for the period from 1st April, 1980, to 31st

March, 1981, at the rate of Rs. 600/- P.M., by passing the order, Annexure P-1, which reads as under:-

Shri Isher Dass Goel, General Secretary Amritsar District Bakers Syndicate, Amritsar has been paid his salary amounting to Rs, 7,200/- for the period from 1st April, 1980, to 31st March, 1981, at the rate of Rs. 600/- P. M.

For Amrttsar District Bakers Syndicate.

Sd/- Kuhj Lal Aggarwal. President.

According to the Petitioner, since the above order amounted to termination of his service without assigning any reason or without any notice, etc. u/s 25-F and 25-G of the Industrial Disputes Act, 1947, he submitted a demand notice and, ultimately got a reference made to the Labour Court, Amritsar, Respondent No. 1.

3. Before the Labour Court, the Respondent Syndicate contested the claim of the Petitioner on the ground that the Syndicate was not covered by the definition of "industry" under the Industrial Disputes Act and, therefore, the question of the Petitioner being a workman did not arise. On the parity of reasoning, it was further pleaded that there was no question of any termination of services of the Petitioner, much less the compliance of the provisions of the industrial Disputes Act.

4. Agreeing with the stand taken by the Syndicate, the Labour Court rejected the reference. It is this award of the Labour Court, Amritsar, which is under challenge in the present writ petition, argued by the Petitioner appearing in person.

5. It is too late in the day to hold that the Amritsar District Bakers Syndicate is not an "industry" covered within the definition of the term under the Industrial Disputes Act. The Syndicate owned several godowns where stocks of Maida etc. were being kept. The commercial business of the Syndicate was being run in systematic manner and the Syndicate was engaged in production activity with the help of its employees. The President of the Syndicate, Mr. Kunj Lal Aggarwal, appeared as M.W. 1 and stated that the Syndicate was being run under the Shops and Commercial Establishments Act. It was further admitted that the whole administration of the Syndicate was being run by the workman (Petitioner). This position has been endorsed by the Secretary of the Syndicate, Mr. Kishore Chand, M.W. 2 In view of this the findings of the Labour Court that the Syndicate was not covered within the definition of "industry" under the Industrial Disputes Act is not correct in the eye of law.

6. Once it is found that the Respondent Syndicate is covered under the definition of "industry" the Petitioner's services could not be terminated in anon-ceremonious manner with effect from 1st April, 1981, by paying his salary for the proceeding year. The compliance of the provisions of the Industrial Disputes Act was necessary before terminating his services. It is, therefore, held that the termination of services of the Petitioner workman was illegal. However, the fact remains that the Petitioner

is now of more than seventy years" age and his reinstatement in the service is neither going to help the Petitioner nor the Syndicate. Consequently, the impugned award of the Labour Court is set aside and instead of reinstating the Petitioner to the service of the Syndicate, it is directed that a sum equivalent to three years" salary admissible to the Petitioner, on the basis of the wages drawn in March, 1981, shall be paid to him by the Syndicate within three months from today.

7. In the result, the writ petition is allowed, with no order as to costs.