Ref. (I. T. C.) Case No.79/2025.

Exh.21.

GJRJ160001402025	Received on :	18.01.2003		
	Registered on :	18.01.2003		
	Decided on :	**18.04.2026**		
	Duration :	**23**	**03**	**00**
		Yrs.	**Mths.**	**Days**

Before the Hon'ble Member and Presiding Officer of Industrial Tribunal at Rajkot.

Ref. (I. T. C.) No.79/2025

[Old Ref. (I.T.C.) No.05/2003]

First Party:: 1. The Telecom District Engineer,
Telecom Department,
Surendranagar – 363001.

V/S

Second Party:: 1. Rathod Dineshchandra Popatlal,
Address: C/o. Jayesh Coal Depot,
Sindhavnagar, Joravarnagar,
District: Surendranagar.

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Reference under sec.10 of the I. D. Act.

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For First Party : Ld. advocate Mr. G. K. Bhatt.

For Second Party : Ld. advocate Mr. R. B. Gogia.

(No instruction pursis submitted)

: Award :

(1). The first party herein is the District Engineer of Telecom department, which then after is converted to Bharat Sanchar Nigam Limited (BSNL) and the second party is the employee. The above first as well as second party for the sake of brevity and deciding this industrial dispute are referred as '*the opponent*' and '*the applicant*', respectively.

(2). The present industrial dispute was forwarded for adjudication by the Ministry of Labour under the Government of India to the then Industrial Tribunal, Rajkot, as the conciliation proceeding before it could not fructify, *vide* letter dtd.09.01.2003, as per it's order No.L-40012/172/2002-IR(DU) and the exact terms of reference are as under :

"Whether the action of the management of Bharat Sanchar Nigam Ltd., Surendranagar not to give employment to Sh. Dineshchandra P. Rathod is justified and legal? If not what relief the workman is entitled for and since when?"

(3). Now before going to the chequered history of this reference case, it is required to note that the present dispute has emerged in the year 1988 and since the first parties / opponents were the establishment under the control of Central Government, so as per sec.2(a) of the Industrial Dispute Act, the appropriate Government for it is the Central Government, hence the dispute was raised before the authority under the Central Government. At the said relevant time there was no existence of Central

Government Industrial Tribunal (hereinafter referred as CGIT) so the dispute was referred to the Industrial Tribunal at Rajkot for adjudication. Then after as and when the CGIT came in to existence the case was transferred to CGIT, Ahemdabad. Further on looking to the proceedings of this case it transpires that subsequently the case was again transferred to the State Government Industrial Tribunal and again was re-transferred to CGIT.

(3.1). Lastly again as per the Order No.L-20025/01/2025-IR(CM-I) dtd.02.05.2025 and Corrigendum No.L-20025/01/2025-IR(CM-I) dtd.07.08.2025 of the Deputy Director, Ministry of Labour and Employment, Government of India and on basis of the Office Order No.ADT/1/2025/5516 dtd.29.08.2025 passed by the President, Industrial Court, Ahemdabad, the present case along with other cases were again transferred to this Tribunal for adjudication since the disputes were pertaining to territorial jurisdiction of this Tribunal. Hence, the present case was issued new number as Ref. (I.T.C.) No.79/2025.

(3.2). So the present case record like a punching bag has been transferred and re-transferred from one Tribunal to another Tribunal which has effected the future of the litigants and has kept them waiting for the result of the case, which has taken long years and decades in some cases like the present one.

(3.3). After the case was transferred to this Tribunal it was

registered by issuing new number and notices were issued to the parties, wherein the applicant has not remained present and his advocate on record has submitted no instruction pursis, then after notice was issued to the applicant but he has not remained present, whereas the opponent side has remained present through their advocate and since the present case was pending at the stage of evidence of the opponent side so it was proceeded from the said stage.

(4). Now if we peruse the case proceeding then the applicant has submitted his statement of claim at Exh.2. The facts of it in nutshell is as below:

The applicant has stated that he was initially employed as a casual labour, at Surendranagar by the department in CP 5000 Lines Crossbar Exchange, on muster roll for the period from May 1995 to dt.22.08.1988. He had worked continuously on all the days during these months. The applicant has stated that the copies of said muster rolls showing the working details is produced with the statement of claim. The applicant has stated that his services were terminated w.e.f. dt.22.08.1988, afternoon. His service was terminated orally, without any just and legal grounds or reasons. His service was brought to an end abruptly without following the relevant provisions of the I. D. Act and without serving notice of one month or providing notice pay in lieu of the notice or without paying the retrenchment compensation as required under sec.25-F of the I. D. Act. The applicant has stated that the pre-condition

is required to be complied with as is laid down in the I. D. Act.

The applicant has stated that juniors to him were continued at the time of termination and fresh persons were appointed after his termination. Therefore, sec.25-G & H are violated. The numbers of fresh persons were appointed as casual labours in Group 'D' without offering such opportunity of employment to him, so his termination of service from dt.22.08.1988 is illegal, void and inoperative. It is stated that he was not granted paid weekly off and holidays during his working period, which is also unfair and illegal. It is contended that the Government has issued guidelines by which all the casual labours have been regularized and granted temporary status, who were appointed subsequent to him and juniors to him have been either continued in service or recalled and regularized in service.

The applicant has relied on the circulars for the new policy framed by the Government *vide* letter dtd.17.12.1993 related to Casual Labourers (Grant of Temporary Status and Regularization) Scheme, 1989 issued by Assistant Director, Telecom in case of granting temporary status, regularization and re-engagement of ex-casual labourers. The applicant has stated that he is covered under said scheme, so he is entitled to be reinstated / re-engaged. The reason issued by the opponent that since he was not appointed during the years 1985 so he is not entitled for said scheme is held to be illegal by number of judicial pronouncement and the cut off date which was of the year 1985 is extended to the year 1988. So there was no legal reason available with the department. The numbers of persons with said

facts have been reinstated and are working in the department. The applicant has submitted that it is necessary under sec.25-N to give three months notice and also seek permission of appropriate Government, or the authority as specified before retrenchment of workman. The opponent has not complied with any of such requirements of sec.25-N of the I. D. Act, so the retrenchment is also bad and illegal on said count also. The applicant has stated that the said oral termination of his service is clear violation of sec.25-F & sec.25-N of the I. D. Act. Further since juniors and fresh persons were continued / inducted in service so it amounts to violation of Articles 14 & 16 of the Constitution of India as well as violations of the provisions of sec.25-G & H of the I. D. Act. He has stated that he is unemployed since the termination of his service, thereby has prayed to allow the reference case with cost by quashing the termination of his service and he be treated as continuous in service for all purposes with full back-wages as well as has prayed for granting him cost of this proceeding from the opponent.

(5). The opponent has submitted written statement *vide* Exh.07, wherein it has denied the contentions of the applicant and has stated further that the opponent is not an industry and this Tribunal has no jurisdiction to try and decide the present reference. The conciliation officer and the Government had not looked into the legal position and by ignoring the law and the facts as well as the submission of the opponent before it, has referred the dispute to the Tribunal, so the reference is not tenable in law. It is contended that the reference is barred by res-

judicata so also the reference is not maintainable under law. It is contended that the proceeding initiated by the applicant is barred by limitation and the reference is started after long period of time so it is clearly time barred as held in many judgments of hon'ble High Courts and hon'ble Apex Court. It is contended that the applicant has been engaged totally in a casual manner and on daily wage basis as per guidelines of the Government which are formulated from time to time and so the dispute is not maintainable. It is contended that applicant has not been engaged and his appointment is also not legal since the departmental procedure for legal appointment was not followed while his appointment. So, he is purely temporary ad-hoc basis casual daily-wager and hence person with such back door entry has no right to continue and get employment in the department on regular basis so the reference is not maintainable in eyes of law. It is contended that the applicant has not completed 240 days of work and he is not engaged on a permanent basis with the department as per rules and regulations of the Government so also the reference is not maintainable and is required to be dismissed. It is contended that the applicant was engaged as a casual labour in May 1985 and has worked up to August 1988, with break periods on dt.01.08.1996 to dt.09.12.1986; dt.01.05.1987 to dt.30.05.1987 and dt.08.09.1987 to dt.30.11.1987. During this engagement he had worked purely for daily temporary nature of work and had left the work from August 1988 onwards at his own accord and will, without intimation to the department for the reason best known to him, perhaps he must have left for better as the other sectors were

giving more benefits and the rate than their department. Hence there is no question of oral termination and giving lawful order, so there is no breach of sec.25-F of the I. D. Act therefore the claim of retrenchment or reinstatement does not arise so the application is required to be rejected. It is stated that no juniors are working except casual labours whose orders are issued by the Tribunal, so there is no violation of sec.25(G) & (H) of the I. D. Act. It is contended that the additional grounds shown are totally false and fabricated to get disadvantage hence there is no question of considering his case in accordance with law. It is contended that the applicant before initiating this proceedings has filed O.A. No.147/93 before CAT, Ahemdabad against the so-called termination, which was disposed on dt.23.06.1993 with a direction to the department to dispose of the representations made by the applicant and decide it according to rules. Since as per the department rules, law and policy decision, the department cannot re-engage any casual labour on muster roll and the applicant was not in work prior to the crucial date i.e. dt.30.03.1985, so there was no work in the said division to re-engage him hence *vide* office memo dtd.27.10.1993 he was informed about it. The applicant being aggrieved by the same has again filed O.A. No.726/1993 before CAT which was disposed off on dt.19.08.1994 with same direction to the department. Again the applicant has filed a Review Application No.45/1994 in O.A. No.726/1993 before the CAT which was rejected on dt.01.01.1995. The applicant has then after filed O.A. No.362/96 before the CAT, which was also dismissed on dt.31.08.2001 as it had no jurisdiction to entertain the said case. The applicant after a

long lapse of time has raised the present dispute which is barred by res-judicata and it is also clearly time barred. The applicant in guise of law and wrong proceedings before this Tribunal wants to be regularize and to get employment even when he is not entitled for the same. It is contended that the applicant is not entitled for any relief, thereby, the opponent has prayed that reference is required to be rejected.

(6). The following evidence is produced from applicant side.

: Oral Evidence :

1	Exh.12.	Affidavit of chief examination of the applicant.

: Documentary Evidence :

1	Mark-9/1 & 5/1.	Copies of certificate showing details of working days issued by the opponent.
2	Mark-9/2.	Copy of judgment in O.A. No.362/1996 passed in CAT.
3	Mark-9/3 & 13/6.	Copy of judgment in O.A. No.726/1993 passed in CAT.
4	Mark-9/4.	Reply of opponent to submission of the applicant.
5	Mark-9/5, 13/2 & 13/5.	Notice issued to the opponent through advocate.
6	Mark-9/6 & 9/7.	Letters written by the applicant to the opponent.
7	Mark-9/8 &	Copy of judgment in O.A. No.147/1993

	13/7 & 13/11.	passed in CAT.
8	Mark-9/9 & 9/10.	Letters written by the applicant to the opponent.
10	Mark-9/11.	Letter of the opponent.
11	Mark-13/1.	Copy of letter of the opponent regarding reinstatement of other employee.
12	Mark-13/3.	Copy of petition of O.A. No.147/1993 preferred before CAT.
13	Mark-13/4.	Copy of letter dtd.08.03.1995 written by the opponent to the applicant.
14	Mark-13/8.	Copy of order passed on O.A. No.148/1993.
15	Mark-13/9 & 13/12.	Copy of letter dtd.27.10.1993 of the opponent written to the applicant.
16	Mark-13/10.	Copy of written statement filed in OA No.726/1993.
17	Mark-13/13.	Copy of letter dtd.22.01.2002 of ACL to the opponent.
18	Mark-13/14.	Copy of letter dtd.28.06.2002 of ACL to the Secretary, Government of India, New Delhi.
19	Mark-5/2 & 13/15.	Copy of 'Casual Labourers (Grant of Temporary Status and Regularization) Scheme along with copy of circular dtd.29.09.2000.
20	Mark-13/16.	Copy of letter No.269-4/93/8/STN-II dtd.17.12.1993.

The applicant was cross examined by the opponent

side on dt.01.09.2017 and on same day the applicant has closed his evidence which reflects from the rojnama (proceedings) of said date. Further the applicant herein, at the stage of cross examination of the opponent's witness has not remained present before this Tribunal and his advocate on record has submitted no instruction pursis. The notice was then after issued to the applicant even though he has not appeared, so as per order passed below Exh.19, the right of applicant for cross examination of the opponent's witness was closed.

(7). The opponent side has produced following evidence in this case.

: Oral Evidence :

1	Exh.14.	Affidavit of chief examination of the opponent's witness named Naran Ramjibhai Pansuria.

The opponent side has not produced any documentary evidence in this case and has submitted evidence closing pursis at Exh.20.

(8). Herein as discussed earlier the applicant has not remained present and his Ld. advocate has submitted no instruction pursis, so no argument is put forth from the applicant side, whereas the Ld. advocate of the opponent has argued orally.

(9). Having heard the Ld. advocate of opponent side and having perused the case record, this Tribunal finds that four

issues have emerged for consideration and judicial decision in the present industrial dispute.

(1). Whether the establishment of the opponent falls under the purview of industry as defined in sec.2(j) of the I. D. Act?
(2). Whether the applicant proves that he was terminated illegally by the opponent?
(3). Whether the applicant is entitled for the relief of reinstatement on his original post with back wages or any other relief?
(4). What order?

The answers to the above issues are as below:

(1). Affirmative.
(2). Affirmative.
(3). Affirmative. The applicant is entitled for lump sum compensation of rupees two lacs in lieu of the relief of reinstatement and back wages.
(4). As per final order.

(10). Reasons for issues::

(11). Issue No.1::

(1). The opponent side herein is the Telecom Department so first it is to be decided that whether said department comes

under the purview of an industry as defined in sec.2(j) of the I. D. Act and therefore the provisions of I. D. Act are applicable to it. At this juncture, it is fruitful to refer *sec.2(j)*, the definition of *"industry"*, under the I. D. Act, which is as under:

Sec.2(j):

"industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft or industrial occupation or avocation of workmen.

(2). The amended definition of "industry" has not yet come into existence. So to understand the scope of the existing definition, it will be necessary to refer the citation, the case before ***hon'ble Supreme Court*** between ***Bangalore Water Supply and Sewerage Board v/s A. Rajappa[1],*** which was decided by the bench of seven Judges. The same citation is also referred again in case between ***Karnani Properties Ltd. v/s State of W. B.[2]*** and in case of ***MGT of Somvihar Apartment Owners Housing Management Society Ltd. v/s Workman c/o Indian Engineering & General Mazdoor[3].*** It is held that the scope of "industry" as defined in sec.2(j) has a wide import. It was held as under:

(a). Where there is

(1) Systematic activity

(2) Organized by co-operation between employer and employee (the direct and substantial element is chimerical)

1 AIR 1978 SC 548.
2 AIR 1990 SC 2047.
3 AIR 2002 SC 2630.

(3) For the production and / or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but motive of material things or services geared to celestial bliss eg. Making on a large scale prasad or food) primafacie, there is an "industry" in the enterprise.

(b). Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.

(c). True focus is functional and decisive test is the nature of activity with special emphasis on employer – employee relations.

(d). If the organization is a trade or business it does not cease to be one because philanthropy animating the undertaking.

(3). Here in this case looking to the opponent it is a Telecommunication department and the applicant herein was appointed as a casual labour. Further looking to the document produced by the applicant at mark-13/16, which is the letter dtd.17.12.1993 of the opponent in form of direction issued by the Assistant Director General, wherein it is stated that the casual labours who does not fall under the purview of scheme for giving temporary status and who has not completed service of 240 days, is to be terminated after following the conditions of sec.25-F, G & H of the I. D. Act. This itself signifies that since the department of the opponent was an industry as defined in the I. D. Act, so only the said circular was issued directing to comply the provisions of sec.25-F, G & H, while retrenching the casual labours. Further herein the applicant has prior to preferring this proceeding, has preferred the petition before the CAT,

Ahemdabad, wherein in the third petition bearing O.A. No.362/1996 it was held that said Tribunal does not have jurisdiction to entertain matters pertaining to I. D. Act. This itself suggests that the provisions of I. D. Act are applicable to the establishment of opponent.

Further looking to citation which is the case before ***hon'ble Apex Court*** between ***G. M. Telephones v/s A. Srinivasa Rao***[4], wherein in view of the decision of ***Bangalore Water Supply Case*** it has been held that the dispute is an industrial dispute. So considering the above discussion, it is sufficient enough to conclude that the establishment of the opponent comes under the purview of the definition of an "industry", of the I. D. Act and hence answer to issue No.1 is given in ***"affirmative"***.

(12). Issue Nos.2 & 3::

(1). As the facts of both these issues are interconnected so the discussion of the same is done together to avoid repetition. Now looking to issue no.2, it is regarding whether the applicant was illegally terminated? For this purpose the applicant has to initially prove that he was workman of the opponent, further he has to prove that he has served continuously as per the provision of **sec.25(B)** of the I. D. Act and then after he was retrenched from service without following the provisions of **sec.25(F)**.

(2). The applicant in his statement of claim has stated

4 1998 (1) LLN 326.

that he was initially employed as a casual labour, at Surendranagar by the department in CP 5000 Lines Crossbar Exchange, on muster roll for the period from My 1995 to dt.22.08.1988. He had worked continuously on all the days during these months. The applicant has stated that the copies of said muster rolls showing the working details is produced with the statement of claim. The applicant has stated that his services were terminated w.e.f. dt.22.08.1988, afternoon.

Per contra, the opponent has contended that the applicant was engaged as a casual labour in May 1985 and has worked up to August 1988, with break periods on dt.01.08.1996 to dt.09.12.1986; dt.01.05.1987 to dt.30.05.1987 and dt.08.09.1987 to dt.30.11.1987. During this engagement he had worked purely for daily temporary nature of work and had left the work from August 1988 onwards at his own accord and will, without intimation to the department for the reason best known to him, perhaps he must have left for better as the other sectors were giving more benefits and the rate than their department. Hence there is no question of oral termination and giving lawful order, so there is no breach of sec.25-F of the I. D. Act therefore the claim of retrenchment or reinstatement does not arise so the application is required to be rejected.

So, looking to the said pleadings, it is an admitted fact that the applicant has worked as a casual labour. Therefore, considering the said work it is of unskilled type which is included in the definition of "workman" i.e. sec.2(s) of the I. D. Act.

Hence, it is proved that the applicant is the workman as provided under the statute. Further the ingredients of being a casual or temporary or regular or daily wager or full time or part time workman are not required to be considered for said definition and only the nature of work is relevant factor.

(3). At this juncture looking to the citation, the case before ***hon'ble Supreme Court*** between ***Devinder Singh v/s Municipal Corporation, Sanaur***[5], wherein it is held that whether a person is part-time employee or a contractual employee or a temporary employee or casual employee, all are workman as provided in sec.2(s). It is held that the source of employment, the method of recruitment, the terms and conditions of employment / contract of service, the quantum of wages and mode of the payment are not at all relevant for deciding, whether or not a person is a workman within the meaning of sec.2(s). Further looking to the judgment which is also the case before ***hon'ble Apex Court*** between ***Srinibas Goradia v/s Arvind Kumar Sahur & Ors.***[6], wherein it is held that the designation of an employee does not determine their status as a workman; rather, the dominant nature of their work is the key criterion under the Industrial Disputes Act.

So, looking to the ratio of these judgments and the definition of 'workman' enacted under sec.2(s) in the I. D. Act, the work which was performed by the applicant comes under the

5 2011 AIR SCW 3455.
6 2025 Supreme (SC) 2083.

purview of this definition. Hence, it is proved that the applicant herein is a workman as defined in the Act.

(4). Now looking further at **sec.25(B)**, the definition of continuous service, the workman / applicant, in the instant case should have actually performed uninterrupted work as provided under sec.25(B-1) or should have worked under the opponent for minimum 240 days during a period of twelve calender months preceding the date of his termination as provided under sec.25(B-2).

(5). For the discussion on this point of continuous service, some citations are required to be referred. The first citation is the case before ***hon'ble Gujarat High Court*** between ***Bilimora Nagarpalika v/s. Jashuben Jashavantbhai Solanki***[7], which says about the burden of proof and onus of proof regarding the continuous service. It further says that the workman has to discharge the burden that he has completed 240 days of continuous service and once such assertion is primafacie found true with reference to the pleadings and facts on record, the burden shifts on the employer. Further looking to the citations, the case between ***Sriram Industrial Enterprise Ltd. v/s. Mahak Singh & ors.***[8] and the case between ***R. M. Yellati v/s. the Asst. Executive Engineer***[9], they also says that burden of continuous service is on workman and he has to produce cogent evidence,

7 Bilimora Nagarpalika v/s. Jashuben Jashavantbhai Solanki reported in 2013(1) GLR 845.
8 Sriram Industrial Enterprise Ltd. v/s. Mahak singh & ors. Reported in 2007 II CLR 744.
9 R. M. Yellati v/s. The Asst. Executive Engineer reported in 2005 (III) CLR 1028 (S.C.).

oral as well as documentary.

(6). The applicant in the instant case has pleaded in his statement of claim that he was initially employed as a casual labour, at Surendranagar by the department in CP 5000 Lines Crossbar Exchange, on muster roll for the period from My 1995 to dt.22.08.1988. He had worked continuously on all the days during these months. The applicant has stated that the copies of said muster rolls showing the working details is produced with the statement of claim. The applicant has stated that his services were terminated w.e.f. dt.22.08.1988, afternoon.

Per contra, the opponent has stated that the applicant was engaged as a casual labour in May 1985 and has worked up to August 1988, with break periods on dt.01.08.1996 to dt.09.12.1986; dt.01.05.1987 to dt.30.05.1987 and dt.08.09.1987 to dt.30.11.1987. During this engagement he had worked purely for daily temporary nature of work and had left the work from August 1988 onwards at his own accord and will, without intimation to the department for the reason best known to him, perhaps he must have left for better as the other sectors were giving more benefits and the rate than their department. Hence there is no question of oral termination and giving lawful order, so there is no breach of sec.25-F of the I. D. Act therefore the claim of retrenchment or reinstatement does not arise so the application is required to be rejected. So it is contended that the applicant has not completed continuous work for 240 days hence the question of complying with sec.25-F of the I. D. Act does not

arise.

(6.1). Looking to the above rival pleadings, the tenure of work performed which is from May 1985 to August 1988 is an admitted fact. The applicant has contended that he has lastly worked till dt.22.08.1988 and has continuously worked in all the days during these months. Per contra, the opponent has stated that said period was not continuous but it was with break periods, from dt.01.08.1996 to dt.09.12.1986; from dt.01.05.1987 to dt.30.05.1987 and from dt.08.09.1987 to dt.30.11.1987. The applicant at mark-9/1 has produced certificates of his working days along with details of voucher numbers, muster roll number and book numbers, which are issued by the opponent. The said documents bears the sign and stamp of the officer of the opponent and also bears endorsement of 'verified with muster roll register'. On the contrary the opponent side has not produced any documentary evidence. In this circumstance the said certificates will be the basis to decide the point of continuous service. The opponent side during the cross examination of the applicant has not challenged the veracity and genuineness of those certificates. If the said certificates are perused then the first of it contains details from May 1985 to July 1986, wherein the working days are 413. This means in initial year he has performed work of more than 240 days. The next certificate is from December 1987 till August 1988 showing working days as 233. The working days in August is shown up to 21st. So considering the said certificates it can be said that the applicant has performed work in two parts but no work was performed during interim period from August 1986 till November 1987. But

in rest of the months shown in the said both certificates he has performed work in all the consecutive months falling under said period.

(7). In pursuance to the same it is required to refer the judgment of ***hon'ble Supreme Court*** in case between ***Workmen of American Express v/s Management of American Express***[10], wherein as per the workman excluding the breaks in service, he has performed work for 275 days whereas as per the employer he has performed work for 220 days only. In said judgment the relevant provisions of I. D. Act as well as Shops and Establishments Act were referred and it is held that if an employee is employed on daily wage, he shall none the less be paid his daily wage for the holiday and where an employee is paid on piece rates, he shall receive the wages received during the week. It is required to refer some relevant paras of said judgment which are as under:

> ***4.*** *The principles of statutory construction are well settled. Words occurring in statutes of liberal import such as social welfare legislation and 'Human Rights' legislation are not to be put in procrustean beds or shrunk to Liliputian dimensions. In construing these legislations the imposture of literal construction must be avoided and the prodigality of its mis-application must be recognised and reduced. Judges ought to be more concerned with the 'colour', the 'content' and the 'context' of such statutes. (We have*

10 AIR 1986 SC 458.

borrowed the words from Lord Wilbei force's opinion in Prenn v. Simmonds 1971 (3) AER 237). In the same opinion Lord Wilberforce pointed out that law is not to be left behind some island of literal interpretation but is to enquire beyond the language, un-isolated from the matrix of facts in which they are set; the law is not to be interpreted purely on internal linguistic considerations. In one of the cases cited before us, that is, Surendra Kumar Verma v. Central Government Industrial Tribunal- cum-Labour Court, we had occasion to say, "Semantic luxuries are misplaced in the interpretation of 'bread and butter' statutes. Welfare statutes must, of necessity, receive a broad interpretation. Where legislation is designed to give relief against certain kinds of mischief, the Court is, not to make inroads by making etymological excursions".

5. *Section 25-F of the Industrial Disputes Act is plainly intended to give relief to retrenched workmen. The qualification for relief Under Section 25-F is that he should be a workman employed in an industry and has been in continuous service for not less than one year under an employer. What is continuous service has been defined and explained in Section 25-B of the Industrial Disputes Act. In the present case, the provision which is of reliance is Section 25-B(2)(a)(ii) which to the extent that it concerns us, provides that a workman who is not in continuous service for a period of one year shall be deemed to be in continuous service for a period of one*

year if the workman, during a period of twelve calendar months preceding the date with reference to which the calculation is to be made, has actually worked under the employer for not less than 240 days. The expression which we are required to construe is ***'actually worked under the employer'****. This expression, according to us,* ***cannot mean those days only when me workman worked with hammer, sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express or implied contract of service or by compulsion of statute, standing orders*** *etc. The learned counsel for the Management would urge that only those days which are mentioned in the Explanation to Section 25-B(2) should be taken into account for the purpose of calculating the number of days on which the workmen had actually worked though he had not so worked and no other days. We do not think that we are entitled to so constrain the construction of the expression 'actually worked under the employer'. The explanation is only clarificatory, as all explanations are, and cannot be used to limit the expanse of the main provision. If the expression 'actually worked under the employer' is capable of comprehending the days during which the workman was in employment and was paid wages and we see no impediment to so construe the expression-there is no reason why the expression should be limited by the explanation. To give it any other meaning then what we have done would bring the object*

of Section 25-F very close to frustration. It is not necessary to give examples of how 25 F may be frustrated as they are too obvious to be stated.

6. *The leading authority on which reliance was placed by the learned counsel for the Management was Lalappa Lingappa and Ors. v. Laxmi Vishnu Textile Mills Ltd. We may straightaway say that the present question whether Sundays and paid holidays should be taken into account for the purpose of reckoning the number of days on which an employee actually worked, never arose there. The claim was under the Payment of Gratuity Act. All permanent employees of the employer claimed that they were entitled to payment of gratuity for the entire period of their service, that is, in respect of every year during which they were in permanent employment irrespective of the fact whether they had actually worked for 240 days in a year or not. The question there was not how the 240 days were to be reckoned; the question was not whether Sundays and paid holidays were to be included in reckoning the number of days on which the workmen actually worked; but the question was whether a workman could be said to have been actually employed for 240 days by the mere fact that he was in service for the whole year whether or not he actually worked for 240 days. On the language employed in Section 2(c) of the Payment of Gratuity Act, the court came to the conclusion that the expression 'actually employed' occurring in Explanation I meant the same*

thing as the expression 'actually worked' occurring in Explanation II and that as the workmen concerned had not actually worked for 240 days or more in the year they were not entitled to payment of gratuity for that year. They further question as to what was meant by the expression 'actually worked' was not considered as apparently it did not arise for consideration. Therefore, the question whether Sundays and other paid holidays should be taken into account for the purpose of reckoning the total number of days on which the workmen could be said to have actually worked was not considered in that case. The other cases cited before us do not appear to have any bearing on the question at issue before us.

7. On our interpretation of Section 25-F read with Section 25-B, the workmen must succeed. The workman Shri B. Ravichandran is therefore directed to be reinstated in service with full back wages. The appellants are also entitled to their costs.

So, considering the ratio of above judgment, if Sundays and public holidays are also included in the numbers of days in the subsequent period then on basis of same it is clearly proved that in the subsequent year also, the applicant has clearly completed service of more than 240 days. Thereby, on basis of the above cumulative discussion it is proved that the applicant herein has performed continuous service for almost two years as provided in sec.25-B(2) of the I. D. Act.

(8). Now whether the termination of the applicant is illegal or not is to be decided. For this purpose the provision of **sec.25(F)** of the I. D. Act will have to be referred and discussed at this stage.

Section – 25(F) ::

Conditions precedent to retrenchment of workman.

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until -

(a) The workman has been given one month's notice in writing indicating the reasons of retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice.

(b) The workman has been paid, the time of retrenchment, compensation which shall be equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

The above provisions are the condition precedent for retrenchment of an employee. So, in the instant case, whether the applicant is retrenched or not i.e. does his termination comes under the definition of "retrenchment" or not is to be decided.

(9). At this juncture, it will be fruitful to look

sec.2(oo), which is the definition of **"retrenchment"**::

Section 2(oo) ::

"Retrenchment", means the termination by the employer of the service of a workmen for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include -

(a) Voluntary retirement of the workmen; or

(b) Retirement of the workmen on reaching the age of superannuation, if the contract of employment between the employer and the workmen concerned contains a stipulation in that behalf; or

(bb) Termination of the service of the workmen as a result of the non – renewal of the contract of the employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) Termination of the service of a workman on the ground of continued ill – health.

(10). Here in this instant case, the applicant has stated that he was orally terminated from the service without complying the legal provisions. The opponent has stated that the applicant has left service on his own accord and will, so he was not terminated from service. It is stated that it may be possible that the applicant might be receiving more salary at other place so he has left the service. Thereby, the opponent has tried to raise a defense that the applicant has voluntarily abandoned the service so it does not amount to retrenchment.

If the same is discussed in light of the citation which is the case before ***hon'ble Gujarat High Court*** between ***Kheda District Panchayat v/s Jahubhai Devabhai Gohel***[11], wherein it is required to refer para No.6 of said judgment which is as under:

> ***6.*** *As regard the next contention raised by Mr. Patel that the workman has left the job at his own and it is a case of abandonment of service and not a case of termination, from perusal of the record, it appears that the petitioner has not issued any letter of notice to workman intimating him to report for work. Not to remain present for work or not to resume work also amounts to misconduct for which departmental inquiry is required to initiate by employer against employee framing specific charge to that effect. Here, in this case, no such inquiry was held by petitioner against respondent. No such opportunity was given by petitioner to workman before terminating service of workman. Even during the pendency of reference also, no intimation was given by petitioner to workman for reporting for duty. Even according to the Apex Court decisions in V. C. Banaras Hindu University & Ors. v/s Shrikant, 2006(0) AIR(SCW) 2952 as well as in case of Viveka Nand Sethi v/s Chairman J. & K. Bank Ltd. & ors, 2005(5) SCC 337, limited inquiry is also necessary to observe the principles of natural justice in such a situation.*

So in the above judgment it was specifically held that the contention of employer that the workman had abandoned

11 2006 GLR 2591.

his job by not reporting to it cannot be accepted only on the ground that no notice was sent to the workman before passing the termination order and the intention of the workman was required to be brought on record to suggest that he was himself intending to abandon the job. Herein the witness of the opponent who has submitted affidavit of chief examination at Exh.14 is not cross examined by the applicant side since the applicant has not remained present so the evidence of this witness is unchallenged. Therein he has submitted about his defense regarding abandonment of service by the applicant. However the opponent side in the cross examination of the applicant recorded below Exh.12 has not raised the said defense, which suggests that the opponent side has given up said defense. Further the applicant in his cross examination has stated that he has made number of communications for re-engagement and re-employment and the first of which was in the year 1989. This itself suggests that the applicant was willing to work so only he has made such communications. It is pertinent to note that the applicant prior to this proceedings has preferred various proceedings before CAT and has diligently followed the same. This itself draws the inference that there was no intention on part of the applicant to abandon his service. In this circumstance as per the ratio of above referred judgment and the above discussion, the opponent side was required to produced some corroborative evidence in support of their defense, but no document related to it *viz*, a letter or notice issued to the applicant at relevant time to report on work is produced. So, considering the said evidence it is very much clear that the opponent has not issued any letter to the

applicant for reporting on work nor has initiated any limited inquiry to prove that the applicant was possessing such an intention that he was not willing to work any further with the opponent. In this circumstance the said defense raised by the opponent side is not proved which results that the applicant was terminated from service by the opponent. Hence, it is proved that the termination of the applicant from service is a simpliciter termination which falls under the purview of retrenchment and when it is proved that the applicant had performed continuous service then the opponent was obliged to comply with the provisions of sec.25-F before terminating his service. Hence in this circumstance, it is proved that this is a clear cut case of termination of service which is termination simpliciter, wherein the applicant was terminated orally without paying any retrenchment compensation, notice pay and other liabilities as per the I. D. Act. So as discussed above this case does not fall under any exclusion clause of the definition of term retrenchment nor is the applicant terminated as a part of punishment given after holding departmental inquiry, hence the termination of applicant falls under the term “retrenchment”.

(11). It will be fruitful to go through some enunciation on provisions of sec.25-F of the I. D. Act. The cases are before ***hon'ble Supreme Court***, the first of which is the case between ***Mohanlal v/s The Management of Bharat Electronics Ltd.***[12], wherein it is held that when the case is not covered by any

12 Mohanlal v/s The Management of Bharat Electronics Ltd. reported in AIR 1981 SC 1253.

exception of sec.2(oo) then it amounts to retrenchment and if sec.25-F is not complied then such retrenchment is *ab initio void*. The next is the case between ***Ramesh Kumar v/s State of Haryana***[13], wherein it is held that when conditions precedent for retrenchment are not complied then the termination is in contravention of the provisions of sec.25-F. The third case is between ***Annop Sharma v/s Executive Engineer, Public Health Division No.1***[14], wherein it is held that provisions of sec.25-F(a) and (b) are mandatory and non compliance of the same renders the retrenchment of an employee to be nullity. Here it is an admitted fact that the mandatory provisions of sec.25-F were not complied. So non compliance of the said provisions renders the retrenchment of the applicant to be nullity and such an act is *void-ab-initio*.

(12). Hence looking to the above discussion and enunciation of law, the facts that applicant was workman as defined in the I. D. Act, there was relationship of an employer and employee between the applicant and the opponent, the applicant was in continuous service as per the statute and was illegally terminated i.e. he was retrenched without following the due process as stated in the provision of **sec.25(F)**, are proved.

(13). Now the opponent has raised a contention that the applicant has raised a belated dispute so it is barred by delay and latches therefore, no relief can be granted to him. The opponent

13 Ramesh Kumar v/s State of Haryana reported in 2010(1) Scale 432.
14 Annop Sharma v/s Executive Engineer, Public Health Division reported in 2010-II-CLR 1.

side has relied on the citation which is the case before ***hon'ble Supreme Court*** between ***Prabhakar v/s Joint Director, Sericulture Department & Anr.***[15], wherein it is held that if the dispute is raised belatedly and the delay and latches has remained unexplained, the it would be presumed that the workman has waived his right or acquiesced into the act of termination and therefore at the time when the dispute is raised it had become stale and was not an existing dispute. In such case the applicant is to be denied the relief. The opponent side has even relied on some other citations on the point of delayed reference wherein the employees were granted relief of lump sum compensation instead of reinstatement and back-wages. Those are the citations which are the cases before ***hon'ble Apex Court*** between ***Senior Superintendent Telegraph v/s Santoshkumar***[16] and ***Bharat Sanchar Nigam Ltd. v/s Mansingh***[17].

If the facts of present case are perused then the applicant was terminated on dt.22.10.1988 and present dispute was referred in the year 2003, so it seems the dispute is raised after 15 years but whether the said period of delay can be termed as an inordinate delay or not and whether the delay is properly explained or not, is required to be discussed. Herein looking to the pleadings of the applicant and evidence on record, the applicant has initially submitted written submissions to the opponent. The first of which is of dt.01.03.1993. Then after he has preferred various petitions before the CAT, Ahemdabad. The

15 SLP (C) No.16129 of 2015 decided on dt.07.09.2015.
16 2010 Law Suit (S.C.) 247.
17 Civil Appeal No.8747 of 2011 and others decided on dt.14.10.2011.

first of such is O.A. No.147/1993, wherein order was passed on dt.23.06.1993 directing the opponent to decide the various submissions of applicant within six weeks. The said submissions were not accepted by the opponent as per letter dtd.27.10.1993. Hence, again the applicant has preferred O.A. No.726 of 1993, which was disposed off on dt.01.08.1994, so the applicant has preferred Review App. No.45 of 1994 in said petition, which was rejected on dt.03.01.1995. Then after the applicant has preferred third petition bearing O.A. No.362/1996, which was rejected on dt.31.08.2001 for the first time on the ground of want of jurisdiction. So then after the applicant has initiated the present proceeding by preferring complaint before ACL on dt.29.12.2001, wherein conciliation proceeding has resulted in failure so the dispute was referred to the Tribunal by the appropriate Government on dt.09.01.2003. In this circumstance looking to the sequence of proceedings initiated and which were diligently followed by the applicant it cannot be said that there is any such delay which can be termed as an inordinate delay. More particularly from the year 1993 till the year 2003, when the dispute was referred for adjudication, the said period cannot be said as delay but at the most it can be said that proceedings were going on before wrong forum and once it was held that said forum has no jurisdiction, the applicant has immediately preferred this proceeding so the said period is legally deductible as per relevant provisions of the Limitation Act. Hence, the defense of the opponent side regarding belated dispute being raised which is barred by delay, cannot be considered.

The other contention raised by the opponent side is

that there is bar of resjudicata in present reference case. But in the proceedings before CAT, no order as such was passed on merits. In the first petition the Tribunal has directed the opponent to decide regarding the representations of the applicant within six weeks and subsequently the third petition was rejected due to want of jurisdiction. Hence, also the earlier order cannot be said to have been passed by a competent forum having jurisdiction nor was the said order passed on merits. Hence, the said defense of the opponent side also cannot be considered.

(14). Now it is to be decided that whether applicant is entitled for the relief of reinstatement on his original post with back wages or not. This crucial question regarding entitlement of relief is to be considered on basis of the bundle of facts emerging from the date of termination till the present day situation. Looking to the affidavit of chief examination of the applicant produced at Exh.12, his age as on dt.23.02.2017 is shown as 52 years so at present the applicant will be about 61 years i.e. he has crossed the age of superannuation. Further looking to the dispute, it is of the year 1988 which is presently decided in the year 2026, i.e. almost after period of 38 years. Further the applicant wasn't a regular employee and at the relevant time has merely worked for hardly two years that too with break. In pursuance to the same it is required to refer the citation relied by the opponent side, which is the case before ***hon'ble Supreme Court*** between ***Senior Superintendent Telegraph (Traffic) Bhopal v/s Santosh Kumar Seal and ors.***[18], wherein it is held that relief by way of

18 2010 LawSuit (SC) 247.

reinstatement with back-wages is not automatic even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back-wages in cases of such nature may be appropriate. In the said case the workmen were engaged as daily-wagers about 25 years ago and they had worked hardly for 2 or 3 years, so it was held that relief of reinstatement and back-wages to them cannot be justified and instead monetary compensation would subserve the ends of justice. The facts of present case is almost identical so herein also the appropriate relief to be granted will be of lump sum compensation.

(15). In pursuance to the above discussion it is further required to refer some citations which are the cases before ***hon'ble Supreme Court***. First citation is the case between ***Surendra Kumar Verma v/s Central Government Industrial Tribunal, New Delhi***[19], wherein it is held that plain common sense dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement in the services of the workmen. It is as if the order of termination was never been passed and so it must ordinarily lead to back-wages also. But there may be exceptional circumstances which make it impossible or wholly inequitable *vis-a-vis* the employer and the workmen to direct reinstatement with full back-wages. For instance, the industry might have been closed down or might be in severe financial doldrums; the workman concerned might

19 1981 LLJ 386.

have secured better or other employment elsewhere and so on. In such situations, there is a vestige of discretion left in the Court, to make consequential orders. Further looking to the citation, which is the case between ***Tapash Kumar Paul v/s BSNL & another***[20], wherein the Administrative Tribunal had passed the order of reinstatement and in lieu of back-wages compensation was granted. This order was confirmed by Single Judge of hon'ble High Court but the Division Bench had set aside the order and awarded compensation in lieu of reinstatement. The hon'ble Apex Court has set aside the order of Division Bench and restored the order of Tribunal and Single Judge. Further looking to the para no.5 of the said judgment, the justifiable grounds under which the order of reinstatement can be substituted by compensation are narrated. They are *viz*, (i) where the industry is closed; (ii) where the employee has superannuated or going to retire shortly and no period of service is left to his credit; (iii) where the workman has been rendered incapacitated to discharge the duties and cannot be reinstated and/or (iv) when he has lost confidence of the management to discharge the duties.

(16). So considering the facts of present case since the applicant was a casual worker who has worked for hardly two years with break, he has crossed age of superannuation and the present dispute is of the year 1988 as well as we are presently in the year 2026, hence the relief of reinstatement with back-wages cannot be granted. Therefore, this case is of one particular category, wherein only relief to be granted is that of lump sum

20 2014 LAB. I.C. 4486.

compensation. Hence, when this Tribunal has reached that in the present case the applicant is to be awarded the relief of lump sum compensation then as per the ratios of hon'ble Apex Court, any Tribunal which has power to grant compensation then such Tribunal should see that the amount of compensation awarded is just, proper and reasonable, by considering the overall facts of the case.

(17). At this juncture it is required to refer the citation which is the case before ***hon'ble Gujarat High Court*** between ***Bhikhabhai Fatabhai Solanki v/s Executive Engineer, Narmada Project Canal System & Anr.***[21], wherein as per the facts of case total 12 employees have preferred different reference cases with respect to dispute of their termination of service, wherein the Labour Court has granted relief of lump sum compensation ranging from Rs.1.5 lacs to Rs.2.00 lacs, considering the length of services of the employees, which was ranging from 16 years to 20 years. The said common award was passed on dt.30.09.2015. The discontinuance of service of the employees was somewhere in the year 1991-99 as well as in the year 2001. So since almost 18 years were passed hence the Labour Court has granted such lump sum compensation. The employee's side has challenged the said award by preferring separate writ petitions, wherein it was challenged by contending that the compensation granted is not just and reasonable. However, the said petitions were rejected by confirming the order of Labour Court. Against the said order passed by the Ld. Single Judge, the petitioners have preferred

21. L. P. A. No.908 of 2023 and allied matters decided on dt.18.04.2024.

above referred Letters Patent Appeal, wherein the hon'ble High Court has proposed to give compensation of Rs.3 lacs, Rs.5 lacs and Rs.7.5 lacs considering the respective years of services ranging from 5 to 10 years; 10 to 15 years and 15 to 20 years. Further the numbers of years of delay which has occurred in raising the dispute was deducted from the total length of service. It is pertinent to note that the hon'ble High Court has granted the said amount by observing it as the proposed amount of compensation. However it is required to note that the said tabular column cannot be considered in each and every case by considering it as a straight jacket formula, since bundle of factors such as length of service, delay in raising dispute, remaining years of service, time length taken for culmination of proceeding, delay, if any which has occurred in the proceeding and party liable for the same, the monetary and fiscal values of commodities at the time when dispute was raised and their respective values at the time when award is to be passed, the present situation of the litigating parties, etc. are to be considered by keeping balance and awarding just, proper and reasonable amount of lump sum compensation.

(18). If the said factors pertaining to present dispute are perused then same are as under:

- The applicant was terminated from service on dt.22.10.1988. The dispute was raised then after, wherein order of reference was passed in the year 2003 and present case was registered for adjudication as reference case in the year 2003.

- In the present case the applicant has submitted his statement of claim *vide* Exh.02 on dt.04.11.2003, i.e. without any inordinate delay. Then after the opponent has submitted their written statement at Exh.7 on dt.06.01.2005 i.e. after period of two years.
- Then after the evidence of applicant side was completed on dt.01.09.2017 and that of the opponent side was completed before this Tribunal. The applicant has not remained present before this Tribunal so the case has proceeded further in his absence by hearing the arguments of the opponent side and deciding the dispute on merits. In this circumstance, the delay is also attributable to both sides, i.e. the initial delay in raising dispute is attributed to the applicant and the delay during the pending proceeding is attributed to both the sides.
- It is pertinent to note that the present case just like a punching bag was transferred from Industrial Tribunal, Rajkot to Ahemdabad and then after to C.G.I.T., Ahemdabad which was finally transferred to the present Industrial Tribunal, Rajkot in the month of September 2025.
- So the procedure of this transfer of case from one Tribunal to another has even caused substantial period of delay hence the said delayed which has occurred, is only attributed to the judicial system. Any of the stake holders connected with the adjudicatory proceeding, on perusing such facts will be agonized and can understand the plight of the litigants. This Tribunal even takes judicial notice

of the fact that such alike matters of more than 3 and 2 decades old have been transferred to various State Government Industrial Tribunals from Central Government Industrial Tribunals due to absence or non-appointment of regular Presiding Officer.

- Now considering the facts of present case, as discussed above the applicant cannot be granted relief of reinstatement and so lump sum compensation is to be granted to him. Therefore, the said amount which is to be granted to the applicant as lump sum compensation should be adequate and just. Further there is every possibility that the present award will be challenged further by the opponent side, which is the Government entity, till the highest forum which will cause further delay till the applicant will actually receive the amount of compensation.
- Further had the applicant been granted appropriate relief without any delay then he might have received it's fruit and enjoyed it, and even if the same was challenged by the opponent side then the said challenge might have even been decided during this two decades.
- So considering the said overall factors this Tribunal has now to reach for an amount to be granted to the applicant as lump sum compensation which is just and reasonable in all terms.
- This Tribunal has to even keep in mind the comparative price index values of articles during these period of four decades. For example, the value of Gold in the year 1995

per 10 gms was approximately Rs.4,680/-, in the year 2005 it was about Rs.7,000/-, in the year 2015 it was about Rs.26,343/- and presently in the year 2026 it is about Rs.1.5 lacs. So, the value of Gold during this four decades has increased almost 2,700 times. The next example is of food grain i.e. wheat which was priced at Rs.360/- per quintal in the year 1995 which at present is Rs.2,550/-. So, it has increased almost 700 times. So, these multiple factors of rise in price index related to various commodities is to be considered while awarding lump sum compensation.

- In the instant case the applicant at the time of termination from service has performed work of hardly two years that too with break of a year and since the date of raising dispute till the present date it has been almost 23 years and the delay caused is attributed to the litigants herein and the judicial system, wherein the case has been transferred from one forum to another like a punching bag during the last two decades.
- Therefore, considering the above referred factors and circumstances, this Tribunal at present juncture is of the opinion that passing an award of Rs.2,00,000/- lacs as lump sum amount of compensation will be just and proper which will serve the ends of justice.

(19). So as per the forgoing discussion the answers to issue Nos.2 & 3 are accordingly given in "***affirmative***". At this juncture, one more thing is to be discussed before concluding and

departing. As discussed in the forgoing paras, the Tribunal has passed the award of said amount of compensation on basis of the past record as well as present facts of the case but it may happen that the applicant may not receive the same within short span of time and may be many years will be passed further. So in that case when the applicant actually receives the said amount, it's monetary value may be decreased further to a greater extent. In such situation, the award passed and justice done, both might be frustrated and indirectly injustice may be further done to the applicant. To nullify such situation, if interest is awarded on the said amount then only proper justice might be done. At this juncture, the citation of ***hon'ble Supreme Court*** in case between ***Asst. Engineer, Rajasthan Dev. Corp. & ors. v/s Gitam Singh***[22] will be fruitful to consider. In said case, the hon'ble Supreme Court had awarded the compensation to the workman which was to be paid within six weeks failing which, it was ordered that, the same will carry interest @ 9 percent per annum. However the said judgment was of the year 2013 and we are in the present year of 2026, so the interest rate at present can be on reduced side @ 7.5%. Hence in this case it will be appropriate enough to direct the opponent that the applicant should be paid the said amount of lump sum compensation within fixed time period and if the same is not paid within specified time then order to pay interest on it can be passed as per ratio laid in above dictum. So the final order for issue No.4 is passed as below in the larger interest of justice.

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22 Civil Appeal no.8415/2009 decided on dt.31-1-2013.

:: ORDER ::

(1). The reference case is hereby partly allowed.

(2). The termination of the applicant from service by the opponent is held to be an illegal act. Hence, the applicant herein is entitled for the relief of lump sum compensation of Rs.2,00,000/- (in words rupees two lacs only) from the opponents of this case. The applicant is not entitled for the relief of reinstatement and back wages.

(3). The applicant should be paid the said amount within 60 days from publication of this award failing which the said amount then after i.e. on completion of sixty days, will carry interest @ 7.5 percent per annum till its realization.

(4). No order as to cost.

Date : 18.04.2026
Place: Rajkot

Parvezahemad A. Malaviya
Member,
Industrial Court, Rajkot.
Code No. GJ00837.