

MHLC2600003052022



Filed on : 21/10/2022
Registered on : 21/10/2022
Decided on : 03/08/2026
Duration : 03Y, 09M, 13D.

IN THE LABOUR COURT, NANDED
(Presiding Officer – Paresh V. Kulkarni)

Complaint (ULP) No.46/2022
Exh. No.O-3

Sunita Maroti Bhise
Age : 40 years, Occu.: Nil
R/o. : Panchsheel Nagar, Purna
Tal. Purna, Dist. Parbhani.

.... **COMPLAINANT**

- **Versus** -

Chief Officer,
Nagar Parishad, Purna
Tal. Purna, Dist. Parbhani.

.... **RESPONDENT**

CLAIM : Complaint under Sec. 28 (1) r/w Sch.-IV Item-1 clause (a),(b) & (f) of the Maharashtra Recognition of Trade Unions & Prevention of Unfair Labour Practices Act,1971.

APPEARANCE : U. G. Kuberkar, Advocate for Complainant
Shaikh Wahed Ahmed, Adv. for Respondent

JUDGMENT
(Delivered on 03rd August, 2026)

Present complaint is filed under Sec. 28 (1) r/w

Item-1 (a), (b) & (f) of Sch.-IV of the Maharashtra Recognition of Trade Unions & Prevention of Unfair Labour Practices Act,1971 (which is herein referred to as 'the Act').

02) The facts which give rise to file the present complaint are as under.

The respondent is the Chief Officer of Nagar Parishad, Purna, Tal. Purna, Dist. Parbhani and he is having overall supervision on functioning of Nagar Parishad, Purna. The respondent is engaged and engaging in unfair labour practices as described under the Act.

03) It is contended that the complainant had joined the services as Madatnis on 24.10.2011 in Balwadi which is being run by respondent. On 21.04.2011, in general body meeting resolution No. 24 had been passed for appointment of different workers in different departments of respondent. Balwadi is one of those. It was declared in the said meeting that Shikshika and Madatnis have to be appointed in different Balwadies at Purna. The respondent has issued an appointment order bearing No. 7514/2011 dated 24.10.2011. As per the said order, the complainant was appointed as Madatnis and respondent was paying Rs. 2,000/- per month to the complainant. The complainant had joined the duty near Ambedkar Nagar, Balwadi Purna.

04) The complainant worked sincerely and honestly with

the respondent since her joining. No complaint as such was against her. The complainant had also not received any notice, charge-sheet from respondent. Thus, the service of the complainant was totally unblemished and blotless. She has completed 240 days continuous service with the respondent. She has not only worked in Balwadi as Madatnis but she has also worked as per direction of respondent in election conducted in the year 2014 as per the letter dated 13.02.2014 issued by Tahasildar, Purna.

05) It is further stated that on 16.09.2022, the respondent passed an order that the respondent is unable to pay monthly wages to the complainant and other employees of Balwadi. The reason is stated that “Suvarna Jayanti Shahari Rojgar Yojana” is closed. The services of complainant are not required to the respondent. In fact, the complainant has not worked under any such scheme. The appointment order has no such mention of scheme. Therefore, the termination of the complainant is illegal, unlawful and against the principle of natural justice. No prior notice was issued to the complainant before such termination nor charge-sheet was filed. The respondent has also not paid any compensation to the complainant. Therefore, the act of respondent amounts to unfair labour practice.

06) The complainant is only earning member of her family. She and her family members are suffering from starvation due to illegal termination. The complainant has no other source of income. There is employee-employer relation between the

parties. Hence, prayed to declare that the respondent is involved in unfair labour practice and to direct the respondent to reinstate the complainant with continuity and back wages.

07) The respondent has challenged the complaint by filing his written statement/say at Exh. C-4. According to him, the complaint is false. It is admitted that the complainant had joined the work on 05.03.2013 as Sevika in Balwadi, Purna. However, the said post was purely on emolument basis of Rs. 2,000/- per month with a condition that the services of complainant can be ended without any prior intimation at any time. The complainant has accepted the services with those conditions.

08) It is further stated that the complainant has not worked continuously for 240 days. There is no employee-employer relation between the parties. She never worked as Madatnis and as per direction of the respondent. The respondent has given intimation to the complainant on 12.01.2021 stating that she has been removed with payment of all the arrears and back wages till December, 2020.

09) It is further put-forth that there was Balwadi school in the year 2013. The complainant has to show the vacancies in Balwadi school as well as existence of Balwadi school. In absence of such Balwadi school, no question arises to reinstate the complainant. The State Government has brought new post as Anganwadi Sevika under the supervision of Child Development

Officer of Child Welfare Department through Zilla Parishad, Parbhani. But the complainant has not added Zilla Parishad as party in the proceeding. The Government has closed the said scheme. Accordingly, the respondent has issued intimation to the complainant about her removal as no funds for wages are available. The respondent has no power to create such post. It is prayed to dismiss the complaint.

10) My Ld. Predecessor has pleased to frame the issues at Exh. O-2. I record the findings thereon with reasons as under.

Sr. No.	ISSUES	FINDINGS
1.	Does the complainant prove that, the respondent by issuing him termination order dtd. 12/01/2021 engaged into unfair labour practice within the meaning of Item 1 of the Sch. IV of the M.R.T.U. & P.U.L.P. Act, 1971?	In the affirmative
2.	Is the complainant entitled for setting aside the termination order dt. 12/01/2021?	In the negative
3.	Is the complainant entitled for the relief claimed?	Partly in the affirmative
4.	What order?	As per final order.

REASONS

11) The complainant has relied on following documents

Sr. No.	Particular of Document	Exhibit Number
1.	Copy of letter dated 16.09.2022	U-7

2.	Copy of resolution No. 24 dated 21.04.2011	U-8
3.	Copy of order dated 24.10.2011	U-9

12) The complainant has examined herself by filing affidavit at Exh. U-6 and thereafter closed evidence vide pursis at Exh. U-10.

13) The respondent has relied on following documents.

Sr. No.	Particular of Document	Exhibit Number
1.	True copy of Authorization letter issued by Nagar Parishad, Purna to the witness dated 13.12.2024	C-9
2.	Copy of appointment order dated 24.10.2011	C-10
3.	True copy of application given by complainant to join the service dated 12.01.2021	C-11
4.	True copy of notice given to complainant dated 12.01.2021	C-12
5.	True copy of office note of respondent's office dated 20.07.2022	C-13

14) The respondent has examined witness Nandlal Kishan Chawre at Exh. C-6 and thereafter closed evidence vide pursis Exh. C-14.

15) Perused the entire record. Heard both the Ld. Advocates for respective parties. It is submitted by the Ld. Advocate for complainant that the respondent has not disputed

the initial appointment of the complainant. It is also focused on the aspect that the respondent has terminated the services of complainant stating that one scheme namely “Suvarna Jayanti Shahari Rojgar Yojana” has been closed. He invited the attention of this Court towards the fact that while appointing the complainant, nowhere it is mentioned that she was appointed under the said scheme. He further argued that the respondent has illegally terminated the complainant. He prayed to allow the complaint.

16) Per contra, Ld. Advocate for respondent submitted that the complainant was appointed with the condition that she can be terminated at any time, if required. He also submitted that the State Government has closed the above mentioned scheme and therefore, the respondent is not able to pay the wages to the complainant for want of funds. According to him, the respondent has already paid the wages of complainant upto December, 2020 i.e. till the date of termination. He submitted that the State Government had already prohibited to introduce the Balwadi Shikshika and Sevika Posts as per Government Resolution. He submitted to dismiss the complaint.

17) Before advertng to the evidence on record, it be noted that there is no dispute between the parties about the fact that the complainant was appointed by the respondent on the post of Madatnis. There is no quarrel raised by the complainant about the payment of wages to her till December, 2020. The real dispute between the parties is about the alleged illegal termination of the complainant from the services by respondent.

AS TO ISSUE NOS. 1 TO 4 -

18) There will be common discussion for both issues and therefore, to avoid repetition, it will be helpful to discuss those issues together.

19) Needless to mention that initial burden lies upon the complainant to show that she was illegally terminated from the services by respondent. At the cost of repetition, it be noted that the respondent has not denied the initial appointment of complainant on the post of Madatnis. Besides this, the complainant has relied upon the photo copy of the resolution bearing No. 24 dated 21.04.2011 which is at Exh. U-8. It shows that it is signed by respondent certifying as true copy. President of Nagar Parishad, Purna has signed the same. It is mentioned therein that the Nagar Parishad is lacking in providing the services to the citizens and therefore, permission is given to appoint the labours on contract basis as well as Shikshika and Sevika on honorary basis. It is true that by this document, the complainant is not appointed.

20) She has further relied upon the document at Exh. U-9 which is an order issued by respondent appointing the complainant on the post of Balwadi Madatnis on the basis of Resolution dated 21.04.2011 at Exh. U-8. Thus, it is clear that the base of appointment is the Resolution passed and signed by the President, Nagar Parishad, Purna. It is to be noted that the said

appointment seems to be on temporary basis and the payable honorarium was Rs. 2,000/- per month. It is also mentioned that the complainant can be terminated without previous notice if the services are not required in future.

21) The Ld. Advocate for respondent submitted that when the complainant has accepted the services on the basis of said appointment order wherein the nature of the work and service is mentioned, now she cannot raise the dispute that she has been illegally terminated. In fact, the respondent has terminated her services as per the terms and conditions mentioned in the appointment order. According to him, no prior notice was required before terminating the complainant. However, I am not in agreement with the submissions put-forth by the Ld. Advocate for respondent. Why because even if the appointment was on temporary basis, certainly it would not authorize the respondent to terminate the complainant without following due process of law.

22) It would not be out of place to refer here the letter at Exh. U-7 which is a photo copy. It was issued by the respondent to the complainant and others stating that already they had been informed that the scheme by name “Suvarna Jayanti Shahari Rojgar Yojana” has been closed and therefore, the respondent is not able to pay their wages. Thus, the defence of the respondent is that due to closure of the said scheme, the complainant has been terminated.

23) However, the appointment order at Exh. U-9 nowhere shows that the complainant was appointed under the said scheme. She was solely appointed on the basis of the resolution bearing No. 24 dated 21.04.2011. It is to be noted that in the said Resolution as well, there is no whisper about such scheme. Therefore, neither the appointment order nor the Resolution has mentioned about such scheme.

24) Now the question is whether the appointment of complainant can be considered under the said scheme. When the respondent had firstly informed the complainant about her termination stating the reason about closure of scheme, the complainant ought to have searched about the exact position of her appointment. The complainant has not produced any evidence showing that in fact after her termination, the post of Madatnis remained vacant or someone else has been appointed on the said post. Rather during her cross examination she has admitted that Balwadi was closed in the year 2022. She has further admitted that she has no knowledge as to whether at present Balwadi is in existence or not. In that light, adverse inference can be drawn that in fact, as on today, Balwadi is not functioning.

25) The next question arises about the prayer of the complainant in respect of reinstatement. Obviously, when the post is not vacant and when it is specifically averred in the say by the respondent that due to closure of the scheme, he is not able to pay the salary/wages of the complainant, how the complainant

can be reinstated. The respondent has filed the letter dated 12.01.2021 at Exh. C-12 wherein the respondent has intimated the complainant that the above mentioned scheme has been closed and he is not in a position to pay her salary or wages. The letter at Exh. U-7 shows that the complainant was paid the wages upto December, 2020.

26) Considering the entire conspectus, it is clear that the complainant was appointed under the said scheme and now her services are terminated for want of funds due to closure of the said scheme. Now the question arises whether her termination was as per law. Certainly, while terminating the services of complainant the respondent ought to have followed the provisions of Sec. 25-F of the Industrial Disputes Act, 1947. Neither of the parties have come with the story that the respondent has complied the said provision. As per the said provision, 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 the employer unless the prior notice of one month is given and workman has been paid compensation as stated in the said provision. Indisputably, the respondent is industry. Admittedly, the complainant has been paid the salary upto December, 2020 for the period of which she has worked. In the catena of Judgments, the Hon'ble High Court and Hon'ble Supreme Court have pleased to held that without compliance of the said provision, the termination would be illegal.

27) The Ld. Advocate for respondent has relied upon the Government Resolution below list Exh. C-16. It be given Exh. C-17. According to him, the Government has banned the recruitment of the post of Balwadi Shikshika and Sevika. However, the said Resolution was of the year 2001 and direction was dated 19.10.2004. The appointment of the complainant was in the year 2013. Thus, the respondent himself has acted contrary to the said Resolution. Now, he cannot take the contrary stand stating that the termination was legal on the basis of the said Government Resolution.

28) He has also relied upon following Judgments.

- State of Maharashtra & Ors vs Indira General Kamgar Sanghtana & Ors, reported in **2015 (5) ALL MR 578**.
- State of Maharashtra & Anr. Vs Pandurang Sitaram Jadhav, reported in **2008 (5) ALL MR 497**.
- State of Punjab & Ors vs Surinder Singh & Anr., **dated October 25, 2007**.

I have gone through the Judgments. However, those are in respect of the permanency of the service. Those powers are not vested in the present Court. Similarly, the complainant has not prayed for permanency in the service. Therefore, with due respect, those are not applicable.

29) The sum and substance of the above discussion is that the termination of the complainant from the services was certainly illegal. However, as the said post is now not in

existence and as the complainant has not shown that anyone else has been appointed on the said post, certainly, the complainant is not entitled for reinstatement. Similarly, the complainant has worked upto year 2020 only and now it is the year 2026. However, it cannot be overlooked that the respondent, though having the knowledge of the Government Resolution whereby such appointment in Balwadi as Madatnis is banned, he has appointed the complainant. Pertinent to note that the complainant was appointed in the month of October, 2011 till December, 2020. Thus, she has given the period of near about eight years of her life to the respondent institution. In that light, I am of the considered view that she should be compensated for loosing the service that too due to fault on the part of respondent. It is true that as per the provisions under Sec. 25-F of Industrial Disputes Act, 1947, the salary of 15 days per year and one months salary has to be paid to the workman at the time of retrenchment. Considering the period of service of the complainant, the amount would be too meager. But, considering the aspect of her service, lump-sum compensation in view of the equity can be granted to the complainant. It is permissible in view of the catena of Judgments of Hon'ble Supreme Court and Hon'ble High Court. Particularly in the following Judgments.

- **Jasbir Singh vs Haryana State Agricultural Market Board, reported in (2009) 15 SCC 327** wherein the Hon'ble Supreme Court clearly held that for daily wagers or temporary employees, if termination is illegal but reinstatement is not practical, a lump-sum compensation must be granted.

- **BSNL vs Bhramal, reported in (2014) 7 SCC 170** wherein the Hon'ble Supreme Court reiterated that where reinstatement is not possible, compensation should be paid.
- **State of Uttarakhand vs Raj Kumar, reported in (2019) 14 SCC 353** wherein the Hon'ble Court affirmed that a clear shift has taken place in labour jurisprudence. Automatic reinstatement is no longer the standard; rather, a monetary compensation package calculated on the basis of the total number of years served must be given.

30) Moreover, Sec. 11-A of the Industrial Disputes Act, 1947 empowers this Court to grant the compensation. The Labour Court would not be helpless in such situation. The complainant was paid Rs. 2,000/- per month during her service. She has worked for near about eight years. Grant of an amount of Rs. 24,000/- per year for her entire service i.e. eight years, amounting to Rs. 1,92,000/- will suffice the purpose. It is true that the complainant has not prayed for such compensation in expressed words in the prayer clause, but this Court can grant such compensation in view of the last prayer in the prayer clause claiming any other relief.

31) Considering the above discussion, the complainant has proved that the respondent engaged into unfair labour practices by illegally terminating her services. However, the complainant is not entitled for reinstatement for want of existence of post. However, she is entitled for equitable

compensation as observed above. Accordingly, I answer issue nos. 1 to 3 and pass following order in answer to issue no. 4.

- <u>ORDER</u> -	
1.	Complaint is partly allowed.
2.	It is hereby declared that the respondent has engaged in unfair labour practice.
3.	The respondent do pay to the complainant an amount of Rs. 1,92,000/- (Rupees One Lac Ninety Two Thousand only) towards the compensation within three months from this order. Failing which, the respondent do pay an interest @ 12% per annum from the date of this order.
4.	Parties to bear their own cost.
(Dictated and pronounced in open Court.)	

Date : 03.08.2026

Place : Nanded.

MAK...

(Paresh V. Kulkarni)
Judge,
Labour Court, Nanded

Argued on : 30.07.2026
Judgment dictated on : 03.08.2026
Judgment transcribed on : Direct dictation
hence, no transcription
Judgment checked & : 03.08.2026
signed on :