

RAJASTHAN HIGH COURT

सत्यमेव जयते

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Writ Petition No. 8535/2006

Ramesh Kumar Arora S/o Shri Ghanshyam Das Arora, aged about 38 years, R/o Purani Abadi, Ward No.7, Kedar Basti, Sriganganagar.

-----Petitioner

Versus

1. Union of India through Labour Secretary, Ministry of Labour Shram Shakti Bhawan, New Delhi.
2. Assistant Labour Commissioner (Central), Sector No.12, Vidhyadhar Nagar, Jaipur.
3. Divisional Personnel Officer (Northern Railway) Ambala Cant, Haryana
4. Section Engineer (Rail Path) Northern Railway Barnala, Panjab
5. General Manager (Northern Railway), Baroda House, New Delhi.
6. Assistant Divisional Engineer Northern Railway Bhatinda, Panjab.
7. Divisional Engineer Northern Railway Barnala, Panjab.

-----Respondents

For Petitioner(s)	:	Mr. Suresh Kashyap Ms. Sarita Chaudhary
For Respondent(s)	:	Mr. Amit Jindal Mr. V.P. Mathur

HON'BLE MR. JUSTICE PRAVEER BHATNAGAR

Judgment

Date of conclusion of arguments:- 13/02/2026

Date on which the judgment
was Reserved :- 13/02/2026

Whether the full judgment or only the operative part is
pronounced:- Full Judgment

Date of pronouncement:- 27/02/2026

1. The present writ petition has been preferred by the petitioner seeking enforcement and implementation of the award dated 05.09.1994 passed by the Central Government Industrial Tribunal, Jaipur in Reference No. 13/1993, whereby the termination of the petitioner was declared illegal and the petitioner was directed to be treated in continuous service from 10.06.1985 with consequential benefits.
2. The petitioner was initially appointed as a Gangman under the Northern Railway on 04.03.1983, continued to discharge his duties and after medical examination, was placed in the regular pay scale. The services of the petitioner were terminated w.e.f. 10.06.1985 without compliance of the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947 (in short, 'Act of 1947'). The dispute was raised and was referred to the Central Government Industrial Tribunal, Jaipur (in short, 'Tribunal').
3. The Tribunal, after considering the material placed before it, recorded a finding that the petitioner had completed more than 240 days of continuous service and that the mandatory requirements of Section 25-F of the Act were not complied with prior to termination. Consequently, by award dated 05.09.1994, the termination was declared illegal and void and the petitioner was directed to be treated in continuous service from 10.06.1985 with full back wages and consequential benefits, thus said award has attained finality.
4. The grievance of the petitioner is that despite the award having attained finality, the respondents failed to fully implement

the same in its true spirit. It is contended that the petitioner was not effectively reinstated in service and was deprived of consequential benefits flowing from the award. It is further submitted that though certain payments were made, the same did not amount to full compliance of the award. The petitioner asserts that he has always been willing to resume duties and that the respondents have adopted a dilatory approach in giving effect to the award.

5. Learned counsel for the petitioner submits that once the award declared the termination illegal and directed continuity of service with consequential benefits, the respondents were under a statutory obligation to reinstate the petitioner and grant all attendant benefits. It is contended that the respondents cannot impose additional conditions which have the effect of frustrating the award. It is further argued that the petitioner did appear before the medical authorities pursuant to the directions issued during the pendency of the writ petition and that the allegation that he deliberately avoided medical examination is false and incorrect. Therefore, it is argued that the petitioner cannot be deprived of the fruits of a lawful award on the basis of disputed allegations regarding subsequent conduct and prayed for enforcement of the award dated 05.09.1994 in its true letter and spirit.

6. Per contra, learned counsel for the respondents has raised preliminary on the ground that the petitioner has not approached this Court with clean hands and has concealed material facts regarding earlier proceedings and compliance steps taken by the

department. It is contended that in pursuance of the award, payment of wages for the period from 05.09.1994 to 23.07.2000 amounting to Rs. 2,07,915/- was made to the petitioner. It is further submitted that the petitioner was repeatedly called upon to resume duty and that considering the nature of duties attached to the post of Gangman, medical fitness was a necessary pre-condition before permitting him to rejoin service.

7. Learned counsel for the respondents further submits that during the pendency of the present writ petition, this Court directed the petitioner to appear before the competent Medical Board for examination. In compliance thereof, the petitioner appeared before the Senior Divisional Medical Officer, Bathinda and was admitted for medical examination. However, he left the hospital premises without completing the medical process and did not report thereafter. It is further submitted that a registered letter dated 14.01.2009 was issued to the petitioner in this regard, but he failed to respond. According to the respondents, the petitioner himself frustrated the process of reinstatement and cannot now claim further relief.

8. It is thus contended that the award has been substantially complied with and that the petitioner himself has failed to cooperate in completing the medical examination process which was essential for resumption of duty and that no further direction is called for in the present writ proceedings.

9. I have considered the rival submissions and have carefully perused the material available on record.

10. It is undisputed that the award dated 05.09.1994 passed by the Tribunal, declaring the termination of the petitioner illegal and directing continuity of service with consequential benefits, has attained finality. The present controversy, therefore, does not pertain to the validity of the award but centres around its implementation and the subsequent conduct of the petitioner in availing the benefit of reinstatement.

11. From the material available on record, it is evident that the respondents expressed readiness to reinstate the petitioner and called upon him to resume duty. The respondents, having regard to the nature of duties attached to the post of Gangman, which involves physical exertion and safety considerations, insisted upon medical fitness as a pre-condition for resumption of service, which cannot be said to be arbitrary or extraneous to the service requirements.

12. The order sheets of this Court from the year 2019 reflect that the petitioner was directed to appear before the competent Medical Board and in pursuance thereof, though he appeared before the board and was admitted, the record, including the report of the Medical Board, indicates that he did not complete the medical examination. The letters, including a registered communication dated 14.01.2009, were issued requiring him to complete the formalities and resume duty; however, no contemporaneous material has been placed by the petitioner to show compliance or response in lieu thereof.

13. The Hon'ble Apex Court long back in the case of **S.S. Shetty v. Bharat Nidhi Ltd., 1957 SCC OnLine SC 29**, has held that:-

"16. Whatever be the position in regard to the terms and conditions of employment thus varied in accordance with the terms of the award, the benefit of reinstatement awarded to a workman certainly cannot be treated as part of the contract between him and the employer. The effect of an order of reinstatement is merely to set at naught the order of wrongful dismissal of the workman by the employer and to reinstate him in the service of the employer as if the contract of employment originally entered into had been continuing. The terms and conditions of the contract which obtained when the workman was in the employ of the employer prior to his wrongful dismissal which has been set aside continue to govern the relations between the parties and the workman continues in the employ of the employer under those terms and conditions. There is no variation of those terms and conditions of the contract. The only thing which happens is that the workman is reinstated in his old service as before."

(Emphasis Supplied)

14. It is well settled that reinstatement carries with it a corresponding obligation on the part of the employee to report for duty and comply with lawful and essential service conditions. The medical examination cannot be termed arbitrary considering the nature of the services in which the petitioner was engaged. An employee cannot seek enforcement of an award while declining to fulfill a legitimate prerequisite for joining. Therefore, the petitioner's failure to complete the medical process and to resume duties, despite repeated opportunities, disentitles him from claiming equitable relief under Article 226 of Constitution of India.

15. In view of the foregoing discussion, the present writ petition sans merit and is hereby dismissed.

16. All pending application(s), if any, also stand disposed of.
There shall be no order as to costs.

(PRAVEER BHATNAGAR),J

Ramesh Vaishnav /86

Supplementary-1