* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of order: 2nd April, 2024**

\+ W.P.(C) 2540/2021

DIRECTOR GENERAL OF WORKS (CPWD) ..... Petitioner

Through: Mr.__, Advocate (Appearance not given)

versus

LALJEET YADAV AND ORS ..... Respondents

Through: Mr.Anuj Aggarwal & Ms.Shreya Kukreti, Advocates for R-1 to 3 (Through VC)

CORAM:
HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER

CHANDRA DHARI SINGH, J (Oral)

1. The instant writ petition under Article 226 of the Constitution of India has been filed on behalf of petitioner seeking the following reliefs:-

> *"a) call for the records of the Ld.Central Government Industrial Tribunal-1, Dwarka Courts Complex, New Delhi in ID No.43/2010;*
> *b) allow the present petition filed by the petitioner:*
> *c) quash impugned award dt.18.07.2018 passed in ID No.43/2010 passed by Ld.Central Government Industrial Tribunal-1, Dwarka Courts Complex, New Delhi, presided over by Sh.Avtar Chand Dogra, Presiding Officer:*
> *d) further quash recovery certificate dt.01.08.2019 passed by respondent No.4 vide case No.D.17/M-79/2019 B.H.*

e) Pass any other order(s) which this Hon'ble court may deem fit in favour of petitioner to meet the ends of justice."

2. The petitioner ('petitioner management' hereinafter) is a state instrumentality entrusted to execute public work. The respondents no. 1 to 3 ('respondent workmen' hereinafter) were engaged with the petitioner at the post of wireman/khalasi since the year 1998.

3. In the year 2000, while adjudicating petitions bearing W.P. (C) nos. 2888/1999, 727/2000 and 728/2000 regarding contractual labours in the petitioner management, this Court had adjudicated the issue of contract labourers at the post of khalasi, wireman etc. and had passed certain directions to the petitioner management *vide* order dated 23rd November, 2000.

4. In the year 2002, the Ministry of Labour issued a notification dated 21st July, 2002 prohibiting the contractual employment of workmen like Wiremen, Khalasi etc. Subsequent to issuance of the said notification, the workmen engaged by the petitioner approached the conciliation officer for grant of equal wages and regularization of their services and the dispute bearing no. 20/2005 was referred to the CGIT-cum-Labour Court whereby, it was held that the workmen are entitled to be treated as daily wagers and the consequential benefits thereto.

5. In response to the above said award, the petitioner approached this Court by filing a writ petition bearing no. 7561/2008 and the same is pending adjudication.

6. During the pendency of the dispute, the petitioner terminated the services of the respondent workmen on 14th October, 2009 leading to filing of a dispute bearing no. 43/2010 before the learned CGIT-cum-Labour Court.

7. Pursuant to completion of the proceedings, the learned Court below passed an award dated 18th July, 2018 ('impugned award' hereinafter) and decided the dispute in favor of the respondent workmen thereby directing the petitioner to reinstate the respondent workmen with 50% back wages.

8. Aggrieved by the above said award, the petitioner management has preferred the instant petition.

9. The learned counsel appearing on behalf of the petitioner submitted that the learned Court below erred in appreciating the settled position of law laid down by the Hon'ble Supreme Court and therefore, the impugned award is bad in law and liable to be set aside.

10. It is submitted that the learned Court erred in appreciating that there was no employer employee relationship between the parties and therefore, grant of reinstatement is bad in law.

11. It is submitted that the learned Court below erred in law by treating the respondents as the workmen within the meaning of definition provided under the Industrial Disputes Act, 1947 ('ID Act' hereinafter), therefore, rendering an erroneous award.

12. It is also submitted that the learned Court below erroneously relied upon the testimony of MW1 whereby, he stated that the respondents were in continuous employment of the petitioner, whereas the said continuation in

the employment was only because of the directions given by this Court *vide* order dated 23rd November, 2000 in W.P. (C) 2888/1999 and 727-28/2000.

13. It is further submitted that the learned Court below erred in observing that the failure of serving termination notice by the petitioner would lead to wrongful termination, whereas, the existence of employer-employee relationship was not established between the parties, therefore, the question of serving the notice does not arise.

14. In view of the foregoing submissions, the learned counsel for the petitioner prays that the present petition may be allowed and reliefs be granted.

15. *Per Contra*, the learned counsel appearing on behalf of the respondents vehemently opposed the present petition submitting to the effect that the learned Court below duly appreciated the evidence on record and therefore, rightly directed the reinstatement of the respondent workmen.

16. It is also submitted that the learned Court below rightly appreciated the factum of the case and relied upon the testimonies of the witnesses, hence, the impugned award does not suffer from any illegality.

17. In view of the foregoing submissions, the learned counsel for the respondents submitted that the present petition, being devoid of any merit, is liable to be dismissed.

18. Heard the learned counsel for the parties and perused the records.

19. It is the case of the petitioner that the impugned award suffers from illegality as the reinstatement directed by the learned Court below is in contravention to the settled position of law, whereby, the parties first need to

establish the existence of employer-employee relationship.

20. In rival submissions, the learned counsel for the respondent rebutted the said arguments by claiming that the learned Court below rightly appreciated the evidence and therefore, held the respondent workmen to be employees of the petitioner.

21. Therefore, the limited question for adjudication before this Court is whether the impugned award suffers from any illegality or not.

22. The relevant extract of the impugned award reads as under:

> *"Issue No. 1 and 2 :*
> *7) Both these issues are being taken up together for the purpose of discussion and they can be conveniently disposed of.*
> *8) Testimony of the workmen who appeared in the witness box as WW1 to WW3 is in line with the averments made in the claim petition. According to them , they were under the employment of Management/CPWD through contractors for perennial nature of job and have completed more than 240 days in a calendar year before they were terminated on 14/10/2009 by one Shri Manoj Kumar, Executive Engineer (Electrical), CPWD by indulging in unfair labour practices. The Management even did not pay one month's notice or notice pay etc. to them prior to their termination. In the cross examination, they stated that no appointment letter was issued to them by CPWD and that one Thekedar (contractor) would come and pay the salary/wages to them and other workers.*
> *9) MW1 M.P.Sharma, the sole witness examined by the Management deposed that it was the contractor/s who engaged the workman for completion of the job assigned to the contractors as per contract. In fact, the workmen did not*

work at any point of time under the direct control & supervision of the Management. He filed on record copies of agreementsEx.MW1/1 to Ex.MW1/11 to stress that for the work of running and maintenance of El DG & Pump Set, contracts were awarded on annual basis to different eligible contractor/s after scrutinizing their technical and financial creditability. In cross examination, this witness admitted that workmen concerned were continuously employed even after change of contractors from time to time. To the query whether any notice or notice pay &compensation was paid by the Management to the workmen at the time of their termination, this witness replied that since workmen were employees of contractors, it was not required.9) It is a matter of record that vide common order dated 23/11 /2000(Ex.VVVV1/1) passed in CWP No.2888/99, 727/2000 and 728/2000 in relation to contract labour workers who were engaged by different contractors of Central Public Works Department and who were working in the· Electrical Division of CPWD as Wiremen, Hon'ble High Court of Delhi had given following directions to the respondents viz. UOI and CPWD :-

1. The services of these contract workers shall not be substituted with other contract workers i.e. if the respondent require to employ contract workers in the jobs assigned to these contract workers, then they will not replace the present contract workers with fresh contract workers.2. In case of contract with a particular contractor who has engaged these petitioners/contract workers comes to an end, the said contract may be renewed and if that is not possible and the contract is given to some other contractor, endeavour should be made to continue these contract workers with the new contractor. It would be without prejudice to the respective stand of the parties before the "appropriate government" and their continuation would depend upon the decision taken by

the Govt to abolish or not to abolish the contract labour system.

3. These directions shall not apply in those cases where the particular contract of maintenance etc. given by other establishment to the CPWD earlier has ceased to operate with the result that CPWD is not having the work/contract any longer. In those cases it would be open to the CPWD to disengage such contract workers as not required any longer in the absence of work/job/particular activity with the CPWD.

4. If the decision is taken to abolish the contract labour in particular job/work/process in any of the office/establishments of CPWD (as per the terms of reference contained in Resolution dated 30th March, 2000),as per the judgement of the Supreme Court in Air India Statutory Corporation (supra), such contract workers would be entitled to be absorbed with CPWD and would be entitled ·to claim the benefits in terms of aforesaid judgement. In case the decision of the "appropriate Government" is not to abolish contract labour system in any of the works/job/ process in any offices/establishments of CPWD, the effect of that would be that contract labour system is permissible and in that eventuality CPWD shall have the right to deal with these contract workers in any manner it deems fit.

5. Such contract labours who are still working shall be paid their wages regularly as per the provisions of Section 21 of the Act and in. those cases where the contractor fails to make payment of wages, it shall be the responsibility of the CPWD -the principal employer to make the payment of wages.

6. The exercise undertaken by the "appropriate Government" u/section10 of the Act starting with the formation of a

Committee by Resolution dated 30th March, 2000 should be completed as expeditiously as possible and in any case within a period of six months from today."

9) Govt. of India issued notification dated 31/7/2002 (Ex.W"W1/2) under Section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 (in short "CLRA Act"), thereby prohibiting employment of contract labour in the offices/establishments of CPWD for the process, operation or work specified in the Schedule appended therein, which inter-alia included Electrician, Wiremen, Khalasi (Electrical), Fitter, Plumber, Mechanic etc. etc.10) It is worthwhile to mention here that in a celebrated decision in the case of Steel Authority of India Ltd. Vs. National Union Waterfront Workers, (2001) 7 SCC 1, the Apex Court while extracting provisions of Section 10 of CLRA Act observed in para 68 that following consequences do follow on issuing a notification under Section 10(1) of the CLRA Act :-

1) Contract labour working in the establishment concerned at the time of issue of notification will cease to function;

2) The contract of principal employer with the contractor in regard to the contract labour comes to an end;

3) no contract labour can be employed by the principal employer in any process, operation or other work in the establishment to which the notification relates at any time thereafter;

4) the contract labour is not rendered unemployed as it generally assumed but continues in the employment of the contractor as the notification does not sever the relationship of master and servant between the contractor and the contract labour;

5) the contractor can utilize the services of the contract labour in any other establishment in respect of which no notification under Section10(1) has been; issued where all

the benefits under the CLRA Act which were being enjoyed by it, will be available';
6) if a contractor intends to retrench his contract labour, he can do so only in conformity with the provisions of ID Act.
After taking note of the definition of the terms "contract labour", "contractor","principal employer" and "workman", as provided in CLRA Act and decisions in other cases, the Constitution Bench of Apex Court observed in para 105 as under :-

"The principle that a beneficial legislation needs to be construed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the Legislature. We have already noticed above the intendment of the CLRA Act that it regulates the conditions of service of the contract labour and authorizes in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, in our view provides no ground for absorption of contract labour on issuing notification under sub-section (1) of Section 10. Admittedly, when the concept of automatic absorption of contract labour as a consequence of issuing notification under Section 10(1) by the appropriate Govt. is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 13 of the CLRA Act is explicitly provided in Sections 23 and 25 of CLRA Act. It is not for the High Courts or this Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Section 23 and 25 a different sequel, be it absorption of contract labour in the establishment of principal employer or a lesser or a

harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such, clearly impressible. We have already held above, on consideration of various aspects that it is difficult to accept that Parliament intended absorption of contract labour on issue of abolition notification under Section 10(1) of CLRA Act."

The decision rendered by the Apex Court makes it amply clear that even where the work of an establishment is carried out by employment of contract labour prohibited because of the notification issued under Section 10(1) of the CLRA Act, no automatic absorption of the contract labour can be ordered.

11) The Hon'ble Supreme Court in the case of Steel Authority of India(supra) also laid down detailed principles in regard to service conditions of the contract labour coming up for adjudication subsequent to issuance of prohibition notification and the same are reproduced hereunder for the sake of convenience :-

125(5)-On issuance of prohibition notification under Sec. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the Industrial Tribunal/Court will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to

be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of the following para 6 hereunder.125(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the Appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment, the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualification other than technical qualifications."

12) It is a matter of record that an award dated 19/9/2007 (Ex.WW1/3) was passed by Central Govt. Industrial Tribunal No.II whereby workmen Laljeet Yadav and others who were performing their duties as Wiremen and/or Khaslasi under Electrical Division No.4, Sub-Division No.2, CPWD were held entitled to be treated as daily wager of the Management after21/7/2002 inasmuch as the Management had continued them after21/7/2002 even after probation of contract labour. The workmen were alsoheld entitled to all benefits of daily wagers .

13) It is also a matter of record that the Management has assailed the aforesaid Award dated 19/9/2007 (ExWW1/3), by moving W.P. No.7561/2008 which is still pending adjudication before Hon'ble High Court. Management has filed on record copy of the order dated 24/10/2008 whereby Hon'ble High Court while issuing notice of the writ petition to the opposite/affected parties had directed that the effect &

operation of the impugned Award dated 19/9/2007 shall remain stayed till further orders. Further, vide order dated 1/6/2011 Hon'ble High Court while directing the writ petition to be listed in due course, ordered the interim stay to be continued in the meanwhile.

14) It is pertinent to mention here that as per the pleadings and evidence adduced on record workmen/claimants Laljeet Yadav & Satish Kumar) were engaged as Wiremen on 23/3/1988 and 20/10/1998 respectively, while workman Ajay Kumar was engaged as Khalasi on 20/10/1998. It is manifest from the Award (Ex.WW1/3) rendered by the Presiding Officer of CGIT-11 that workmen/claimants had in fact worked under the control & supervision of the contractor/s and used to get their salaries through contractor under whom they worked. The workmen acted according to the contractor and not according to the Management. Although the Presiding Officer of CGIT-11vide Award Ex.WW1/3 has held the claimants/workmen to be entitled to be treated as daily wager of the Management after 21/7/2002 because the Management had continued them after 21/7/2002 even after prohibition of contract labour, but this Tribunal can not lost sight of the fact that the said Award has not attained finality, since the said Award is impugned before Hon'ble High court in writ petition and effect & operation of the said Award has been stayed till further orders by the Hon'ble High Court. Thus, it would be improper to conclude that the workmen/claimants ipso-facto became the employees of the principal employer i.e. CPWD in view of the Award (Ex.WW1 /3) passed on 19/9/2007.

15) There is no dispute about preposition of law that initial onus to prove relationship of employee and employer is always on the workmen/claimants but the said relationship has been virtually admitted by the Management in its reply as well as evidence adduced on record in the instant case. It is appropriate to mention here that the Management has come

with a specific plea that the workmen in the present case are directly not the employee of the Management/CPWD but that of the contractor/s to whom contracts were awarded from time to time since the time of engagement of the workmen. Itis appropriate to refer to the statement of MW1 M.P. Sharma - sole witness examined by the Management - who has admitted in his cross examination that workmen concerned were continuously employed even though contractor/s kept on changing from time to time . He has also admitted that no notice of termination was given to the workmen, as the workmen were the employee of the Contractor at the relevant time. At this stage it is worthwhile to emphasise that every contractor who is awarded contract for performing certain work/job, is required to assist & answerable to the Principal Employer and in such a way, the Principal Employer exercises direct control in certain regards over the contractor/s and indirect control over the workmen so engaged by the said contractor, as is clear from the Scheme of the Act. Thus, there existed relationship of employee and employers between the workmen and Management.

16) It is apparent from the record that before ordering termination of workmen herein, no notice in terms of Section 25-F of the Act was given tby the contractors and/or Principal Employer. This fact is duly admitted by MW1 Shri M.P. Sharma, witness of the Management in his cross examination. Even the workmen have not been paid one month's salary in lieu of such notice as required under Section 25-F of the Act.

17) The workmen while appearing as WW1 to WW3 have categorically deposed that even the Management did not pay one month's notice or notice pay and compensation to them and that they are still unemployed from the date when their services were terminated w.e.f.14/10/2009. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else or that the workmen are

in a position to make their both ends meet by doing any work. Even if it is assumed that the workmen are doing some intermittent or adhoc work to make their both ends meet, that would not itself amount to gainful employment. In the circumstances, it is held that action of the Management in terminating the service of the workmen is totally illegal and wrong and is in violation of Section 25-F of the Act.

18) There is a long line of decisions of Hon'ble Apex Court as well as various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management to be illegal and wrong under the law.

19) The Hon'ble Apex Court in case "Deepali Gundu Surwase v. KrantiJunior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under:

"The propositions which can be culled out from the aforementioned judgments are:

i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.

ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because itis settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies

on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

19.The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity arid sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated . (Anoop Sharma Vs. Executive Engineer. Public Health Division No. 1 Panipat (2010) 5 SCC 497.

20. A bench of 3 judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the employer is found to be totally, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen along with payment of back wages.

21. Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC

(L&S) 716 observed as under :-"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term , daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workma17 had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year."

22- Having regard to the legal position as discussed above and the fact that the workmen having been engaged as far back as sometimes in the year 1988 (as Wiremen & Khalasi) to perform the job of regular and perennial nature, this Tribunal is of the firm view that the workmen herein are entitled for reinstatement into service with 50 per cent back wages in as much as termination of the claimants/workmen is per-se illegal and the claimants/workmen are not gainfully

employed anywhere since after the termination. Award is passed accordingly. Let copy of this Award be sent for publication as required under Section 17 of the Act.

23. Upon perusal of the relevant extracts of the impugned award, it is made out that the learned Tribunal had mainly formulated two issues, whereby, the first issue pertained to the question of whether an obligation has been created upon the petitioner in terms of the order dated 23rd November, 2000 passed by this Court and the second one being the question of entitlement of the respondent workmen with regard to their reinstatement.

24. Pursuant to framing of the issues, the learned Court below dealt with both the issues together and rendered its decision. As per the relevant extracts of the above said award, it is clear that the learned Court below appreciated the evidence on record and duly considered the testimonies of the witnesses.

25. Placing reliance upon the testimony of the petitioner's witness regarding continuation of the respondent's services, the learned Court below concluded that the respondent workmen were in continuous employment of the petitioner entity and despite change in the contractors, the same workmen were working with the entity, therefore establishing continuous nature of the services.

26. Thereafter, the learned Court below also placed reliance upon the order dated 23rd November, 2000, passed by this Court, whereby, the petitioner was directed to absorb the workers in case of abolishment of the contractual services at such positions or to be engaged on continuous

contractual basis.

27. The perusal of paragraph no. 10 and 11 of the impugned award also clarifies that the learned Court below had duly appreciated the settled position of law with regard to the service conditions of the contract labourers where the control over the workman has been termed as an important test to determine the employer-employee relationship.

28. The position regarding determination of the employer-employee relationship has been expounded and enunciated by the Hon'ble Supreme Court and this Court time and again, and it has been held that the onus to prove employment is on the workman claiming such relationship.

29. While referring to the judgments rendered by the Hon'ble Supreme Court regarding the establishment of the said relationship, the learned Court rightly held that the respondent's employment with the petitioner is established in terms of the admission made by the petitioner itself.

30. In light of the same, this Court is of the view that the learned Court had rightly appreciated the evidence and duly abided by the settled position of law with regard to holding the termination illegal.

31. Even though the petitioner in the present case has raised certain objections against the appreciation of evidence by the learned Court, the settled position of law does not allow this Court to re-appreciate and examine the same under Article 226 of the Constitution of India.

32. It is well settled that this Court cannot act as an appellate Court under Article 226, therefore, the impugned award can be interfered only in case of any material illegality committed by the learned Labour Court which is

apparent on the face of it.

33. In light of the same, this Court does not deem it appropriate to interfere with the impugned award as this Court is satisfied that the findings of the learned Tribunal does not suffer with any infirmity and therefore, the impugned award dated 18th July, 2018 passed by the learned Labour Court, Dwarka in Industrial Dispute bearing no. 43/2020 is hereby upheld and the present petition being devoid of any merit is dismissed along with pending applications (if any).

34. The order be uploaded on the website forthwith.

CHANDRA DHARI SINGH, J

APRIL 2, 2024
dy/av/ryp

Click here to check corrigendum, if any