

**IN THE COURT OF AJAY KUMAR JAIN, PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,  
GURGAON**

*Ref. No. 41 of 2015*

*Date of Award: 13.07.2016*

Amit Kumar S/o Sh. Deepak Prasad R/o Vili. Maniyarpur, P.O. Varish  
Nagar, Distt. Samastipur (Bihar), C/o Sh. Ravi Shankar, Authorized  
Representative  
*.... Petitioner/Workman*

*V/s.*

M/s Magsons Exports, Plot No. 41-42, Phase-IV, Udyog Vihar, Gurgaon  
*.... Respondent/Management*

*Reference under section 10-(1) (c) of*

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*the Industrial Dispute Act, 1947*

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**Argued By :-**

**For Petitioner/Workman** : *Authorized Representative (for  
short the AR) Sh. Ravi Shankar.*

**For Respondent/Management** : *Authorized Representative (for short  
the AR) Sh. S.K. Yadav.*

**AWARD**

Present industrial dispute was raised at the  
instance of petitioner/workman. Briefly stated, the case of the workman  
was to the following effect. That the workman was appointed by the  
respondent company with effect from 11.03.2011 on the post of "Sticker



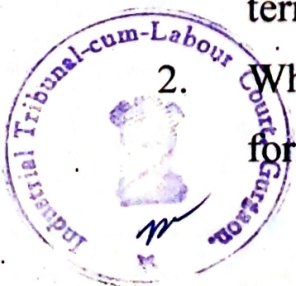
Man". His service record was very good. However, his services were terminated in an illegal manner on 05.09.2014. At that time, he was getting salary of Rs. 6,250/- per month. No notice was given to the workman before terminating his services. The workman was forcibly asked by the respondent to sign on blank papers. The workman had worked with the respondent for more than 240 days. He is unemployed since the date of termination of his services. Through the present claim statement, the workman sought reinstatement in his service alongwith full back wages etc.

2. In the written-statement, respondent pleaded to the following effect. That the services of the workman had never been terminated by the respondent at any stage. The workman had submitted his resignation on 05.09.2014 and had requested for the release of his full and final payment. The request of workman was accepted by the respondent and the workman was given his full and final payment of Rs. 17,373/- as prayed for by him. The workman had duly signed the final settlement receipt in this behalf. The workman had also relinquished his right of reinstatement in service. The workman has been gainfully employed during the disputed period. Hence, the workman was not entitled to any relief.

3. Upon the pleadings of the parties, following issues were framed by the court.

1. Whether the services of workman were illegally terminated? If so, to what relief, he is entitled to? OPW

2. Whether the reference is not maintainable in the present form? OPM



### 3. Relief?

4. In support of his case, workman Amit Kumar examined himself (PW-1) as a witness. He has also relied upon documents Ex. PW-1/A to Ex. PW-1/C in support of his case.

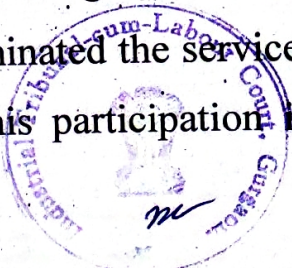
5. On the other hand, the respondent had examined Partap Singh (RW-1) as a witness in support of its case. The respondent has also relied upon the documents Ex. R-2 to Ex. R-4 in support of its case.

6. I have heard submissions of ARs for both the parties and have also gone through the record of the case. My findings on various issues are as under :-

#### Issues No. 1 & 2

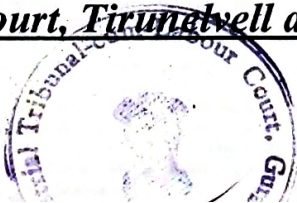
7. ~~Issues no. 1 & 2 are being disposed off together as these involve common questions of facts as well as law.~~

8. The AR for workman has argued that the workman was employed as a "Sticker Man" under the respondent with effect from 11.03.2011. The AR for workman has pleaded that the service record of the workman was good and the respondent was fully satisfied with the work and conduct of the workman. According to the AR for workman, the workman had also completed more than 240 days of service under the respondent and was entitled to appropriate benefits under the Industrial Disputes Act, 1947. The AR for workman argued that the signatures of the workman upon some blank documents including full and final payment settlement were forcibly procured by the respondent. According to the AR for workman, the respondent had illegally terminated the services of the workman with effect from 05.09.2014 due to his participation in the activities of the trade Union. The AR for



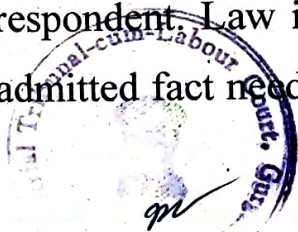
workman argued that no charge-sheet was given to the workman nor any departmental enquiry was got conducted by the respondent before terminating his service. The AR for workman has contended that the respondent had not given any notice, pay in lieu of notice or any retrenchment compensation to the workman under Section 25-F of Industrial Disputes Act. Lastly, the AR for workman has prayed that the workman should be reinstated in service of respondent with full back wages.

9. On the other hand, the AR for respondent has strongly contested the above said arguments. The AR for respondent has argued that the workman had relinquished his job voluntarily after taking his full and final dues from the respondent on 05.09.2014. The AR for respondent has pleaded that the workman had signed the document Ex. R-3 after accepting his full and final payment from the respondent. The AR for respondent argued that the workman has admitted his signatures upon the document of full and final settlement (Ex. R-3). The AR for respondent has asserted that since the workman had himself left the job after taking his full and final dues from the respondent, therefore, the respondent cannot be blamed for illegally terminating the services of the workman. The AR for respondent has prayed that the claim of the workman should be dismissed. Reliance in this regard was placed upon the rulings cited as L. Ravi V/s Presiding Officer-I, Additional Labour Court, Chennai and another, 2014, LLR-74 and Management of Madura Coats Pvt. Ltd. and another V/s Presiding Officer, Labour Court, Tirunelveli and others, 2011, LLR-486.



10. It is important to note that the respondent admits that the workman was employed under it at the relevant time. However, the respondent has alleged that the workman had himself relinquished his job by taking his full and final payment from the respondent. The workman has strongly contested the above-said claim by the respondent. Accordingly, the question to be adjudicated upon by the Court is as to whether the workman had relinquished his job by taking his full and final payment from the respondent. For a just and proper decision of this issue, it is necessary to refer to some admissions made by the workman in his cross-examination while appearing as a witness before the Court.

11. Admittedly, the workman had examined himself as a witness (PW-1) in support of his case. It is important to note that in his cross-examination, the workman clearly admits that the document Ex. R-3 (exhibited on 10.12.2015) bears his signatures at point 'C'. Admittedly, the document Ex. R-3 is document of full and final settlement executed by the workman in favour of the respondent. A perusal of the above-said document would clearly confirm that the workman had received the amount of his full and final payment voluntarily from the respondent as claimed by the respondent. Further, this document also contains a recital by the workman that he is resigning his job with the respondent voluntarily. Thus, the above-said admissions made by the workman in his cross-examination and in the document Ex. R-3 would clearly establish that the workman had voluntarily relinquished his employment on 05.09.2014 by accepting his full and final payment from the respondent. Law is well settled that admission is the best evidence and admitted fact need not be separately proved. Accordingly, in view of the



own admissions by the workman, it stands proved that he voluntarily relinquished his employment after obtaining his full and final payment from the respondent.

12. It was argued that the signatures of the workman upon these documents were forcibly procured by the respondent itself as alleged by the workman. However, if the workman had been forced to sign some blank documents by the respondent, he would have immediately filed some complaint before some Authorities in this behalf. However, the workman is not shown to have filed any complaint before any Authority in this behalf. The workman is also not shown to have got registered any F.I.R. with the police regarding the allegations made by him. There is no cogent evidence on record to prove that the signatures of the workman were forcibly obtained by the respondent at any stage. Accordingly, the workman miserably fails to prove that his signatures upon the document of full and final settlement were forcibly obtained by the respondent. Consequently, the above-said argument on behalf of workman is without any merit and is overruled.


13. Thus, it would be seen that the evidence on record clearly proves that the workman had relinquished his employment voluntarily after obtaining his full and final payment from the respondent. Under these circumstances, the workman clearly fails to prove as to how as he is entitled to the relief as prayed for.

14. Accordingly, issues no. 1 & 2 stand answered in terms of the observations made above.



Issue No. 3 (Relief)

15. Hence, the present reference is ordered to be decided in terms of the observations made above.
16. Case file be consigned to the Record Room.

  
(Ajay Kumar Jain)  
Presiding Officer,  
Indl. Tribunal-cum-Labour Court-I,  
Gurgaon 13.07.2016

