initiate proceedings either *suo motu* or on an application made to initiate the proceedings under the Contempt of Courts Act after the expiry of period of one year from the date on which the act of contempt is alleged to have been committed. It is an absolute enactment which has to be obeyed absolutely. The action initiated against the respondents is, therefore, held to be beyond limitation as the alleged act of contempt was committed in the year 1980 whereas the proceedings were initiated in the year 1991. I may hasten to add here that this rule will not be applicable where the contempt is of a continuing nature. In *Firm Ganpat Ram Raj Kumar* v. *Kalu Ram* (8), it was held that in a case of landlord and tenant where the tenant is required to vacate the premises on the expiry of a particular period and he does not vacate the premises and give possession then failure to give possession would amount to contempt of Court. which was continuing and proceedings can be initiated against him till he delivers the possession. It was held that since it was a continuing wrong there was no application of section 20 of the Act. It was stated by the counsel for the respondents that the institution (college) has already closed and the contempt is not of a continuing nature.

(12) For the reasons stated above although I find that Sarvshri M. S. Dhul, Ram Saran and Shankar Lal are guilty of commission of Act of contempt of Court but in view of the limitation provided in Section 20 of the Contempt of Court Act, 1971, no proceedings could be lawfully initiated against them. Rule discharged. No costs.

J.S.T.

Before R. S. Mongia & Jawahar Lal Gupta. JJ.

THE KARNAL CENTRAL CO-OPERATIVE SOCIETIES BANK *Ltd.,—Petitioner.*

versus

THE STATE OF HARYANA AND OTHERS,—*Respondents.*

C.W.P. 3827 of 1994.

August 19, 1994.

Industrial Disputes Act, 1947—*S. 25F—Termination of Service—Workman appointed for a fixed term of 89 days—Service terminated in strict accordance with terms of appointment—Infact if workman*

(8) A.I.R. 1989 S.C. 2285.

worked for a period of 210 days, cannot be said that workman was retrenched or that provisions of 25 F attracted—Termination not illegal.

Held, that the respondent's services were actually terminated in strict conformity with the terms of appointment. Still further, even if the respondent is deemed to have remained in continious employment of the petitioner from November 26, 1986 to June 24, 1987, it is clear that he had worked for a period of only 210 days. In such a situation, it cannot be said that the respondent had been retrenched or that the provisions of section 25-F were attracted.

(Para 6)

Further held, that in order to carry on day to day work the respondent—Workman had been appointed on *ad hoc* basis. By the very order of termination it had been directed that a regular Secretary of the nearest society should take over charge from the order dated June 24, 1987.

(Para 6)

Further held, that in this view of the matter, we are unable to up-hold the finding of the Labour Court that the termination of the services of the respondent-workman was illegal or violative of section 25 of the act.

(Para 6)

C. B. Goel, Advocate, *for the Petitioner.*

Sanjeev Manrai, AAG, Haryana, for Respondent No. 1.

R. K. Malik, Advocate, for the Respondent No. 3.

JUDGMENT

Jawahar Lal Gupta, J.

(1) The challenge is to the award of the Labour Court by which it has set aside the order of termination and ordered the reinstatement of the workman with 75 per cent back wages. A few facts.

(2) The respondent-workman was appointed as Secretary by the petitioner-bank on November 26, 1986 for a period of 89 days on a consolidated salary of Rs. 500 per month. On the expiry of this period, the workman made another application for employment,—*vide* order dated February 23, 1987, he was again appointed for a period of 89 days, whereupon he submitted his joining report on February 24, 1987. On the expiry of the stipulated period of 89 days, the respondent again submitted an application. *Vide* order dated May 25, 1987, he was appointed for a period of 89 days. A copy of this letter of appointment has been produced on record as Annexure P-4. A perusal of this order shows that as on earlier occasions, the appointment had been made on a contract basis and the services of

the workman could be "terminated at 'any time' without notice before the expiry of above period." On June 24, 1987, the petitioner terminated his services. The workman, according to the petitioner joined service of another Co-operative Society viz. the Muradgarh Co-operative Credit and Service Society Ltd. Muradgarh. It is alleged that while serving with this Society, he embezzled a sum of Rs. 1,26,172-00 and a charge-sheet was served on him.

(3) After the lapse of more than three years, on July 5, 1990, the workman served a notice of demand on the petitioner. *Vide* order dated December 12, 1990, the appropriate Government refused to make a 'reference' on the ground that the workman had raised the dispute after three years from the date of termination. However, the workman persisted and,—*vide* order dated August 5, 1991, the matter was referred to the Labour Court. *Vide* its award dated December 10, 1993, the Labour Court has held that the provisions of section 25 of the Industrial Disputes Act having not been complied with, the termination order is illegal and consequently set it aside. It has ordered the reinstatement of the workman with 75 per cent back wages. Aggrieved by this award, the management has approached this Court through the present writ petition. It has challenged the order of reference dated August 5, 1991 (Annexure P-9 to the writ petition) as also the award of the Labour Court on various grounds.

(4) In response to the notice of motion issued by this Court, the respondent-workman has filed a written statement. It has been *inter alia* averred that the appointment having been made for 89 days would have expired on August 23, 1987 by which time he would have completed 240 days in service. The action of management in not allowing the workman to complete his full term amounted to an unfair labour practice. It has been further stated that the Government had wrongly refused to make a reference to the Labour Court. He had submitted a representation dated December 17. 1990 whereupon, the reference had been made after giving opportunity to the petitioner. The averment in the writ petition that the respondent had joined the Muradgarh Co-operative Credit and Service Society Ltd. Muradgarh has not been denied. It has, however, been averred that he had resigned from the service of the Society on February 28, 1994 and his resignation had been accepted. It has been further averred that the charge of embezzlement had not been proved against him. The respondent claims that the delay has been rightly condoned by the Labour Court and that the award is legal and valid.

(5) We have heard Mr. C. B. Goel, learned counsel for the petitioner and Mr. R. K. Malik, for respondent-workman at the stage of preliminary hearing of the case.

(6) It is the admitted position that the respondent-workman had been appointed for a fixed term of 89 days 'on contract'. His services could be terminated at any time without notice before the expiry of the said period of 89 days. It is thus clear that the appointment was for a fixed term and could be terminated at any time without assigning any reason. The respondent's services were actually terminated in strict conformity with the terms of appointment. Still further, even if the respondent is deemed to have remained in continuous employment of the petitioner from November 26, 1986 to June 24, 1987, it is clear that he had worked for a period of only 210 days. In such a situation, it cannot be said that the respondent had been retrenched or that the provisions of section 25-F were attracted. Furthermore, there is nothing on record to indicate that the petitioner-management was guilty of adopting an unfair labour practice. A perusal of the notice of demand given by the respondent on July 5, 1990 (Copy at Annexure P-7 with the writ petition) shows that even an allegation in this behalf has not been made by the workman. On behalf of the management, it has been pointed out that the post of Secretary was borne on the common cadre and had to be filled up in accordance with the rules. In order to carry on day to day work, the respondent-workman had been appointed on *ad hoc* basis. By the very order of termination, it had been directed that a regular Secretary of the nearest society should take over charge from the respondent-workman. This plea is borne out from the order dated June 24, 1987. In this view of the matter, we are unable to uphold the finding of the Labour Court that the termination of the services of the respondent-workman was illegal or violative of section 25 of the Act.

(7) Before parting with the case, we may also observe that the fact that the respondent-workman had joined the service of the Society at Muradgarh was clearly brought on record by the petitioner-management,—*vide* its application dated November 8, 1993. Even a reply to this application had been filed by the respondent wherein he had not specifically denied this statement. In spite of this, the Labour Court has glossed over the delay in the issue of the notice of Demand and granted back wages to the extent of 75 per cent to the respondent-workman. This was clearly wrong.

(8) In view of our finding that the termination was not in violation of the provisions of section 25 of the Industrial Disputes

Act, it is not necessary for us to go into the other questions raised in this petition.

(9) The writ petition is accordingly allowed. The impugned award of the Labour Court is set aside. In the circumstances of the case, there will be no order as to costs.

J.S.T.

Before Hon'ble G. S. Singhvi & N. K. Sodhi, JJ.

PARDUMAN SINGH,—*Petitioner.*

versus

THE STATE OF PUNJAB & ANOTHER,—*Respondents.*

C.W.P. No. 15842 *of* 1993

The 7th September, 1994.

Constitution of India, 1950—*Arts.* 226/227—*Grant of pre-mature increment to those who attended duty on 8th February,* 1978—Vide *circular pre-mature increment denied to those who were on suspension on day of strike—Petitioner on suspension during that period—However reinstated with full back wages thereafter—Denied benefit of pre-mature increment—Petitioner employee held not entitled to grant of pre-mature increment—Circular upheld.*

Held, that the intention of the Government in issuing Annexure P. 5 was to give benefit to those who had in fact attended their duties punctually despite the fact that there was a call for strike by the non-gazetted employees. A person, like the petitioner, who was under suspension on 8th February, 1978 and who was subsequently exonerated in the departmental enquiry as a result of which his period of suspension was treated as spent on duty, cannot claim that he had attended the office by countering obstruction from his co-employees. For the purpose of grant of pay and other service benefits, he may notionally be treated on duty but it is not possible to accept the contention of the learned counsel for the petitioner that he should be deemed to have physically attended his duties. Infact, the suspension itself envisages a situation where an employee is kept away from his actual duties. The very object of suspension is to prevent an employee from holding the office during the period of suspension. Therefore, an employee, like the petitioner, who could not have been physically present on duty during the period of suspension, cannot subsequently claim that he should be deemed to be physically on duty on 8th February, 1978 merely because an