IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29/10/2004

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THE HONOURABLE MR.JUSTICE V.KANAGARAJ

W.P.No.8643 of 1997 and W.P.No. 8644 of 1997

1.M.Venkatesh .. Petitioner in WP 8643/1997

2.S.R.Duraisamy .. Petitioner in WP 8644/1997

-Vs-

1.The Presiding Officer,
Labour Court,
Vellore.

2.The Management,
M/s.Machs Springs Pvt. Ltd.,
Hosur. .. Respondents in both WPs.

Writ Petitions filed under Article 226 of the Constitution of India
praying for the reliefs as stated therein.

For petitioner : Mr.J.Narayanamoorthy

For respondents : Mr.M.R.Raghavan for R.2.

:O R D E R

Both the above Writ Petitions have been filed praying to issue
Writs of Certiorari calling for the records of the first respondent relating
to the awards dated 12.5.1995 respectively made in I.D.Nos.234 and 229 of 1992
and quash the same and to pass an order reinstating the petitioners in the
services of the second respondent with continuity of service and back wages
with all attendant benefits.
2. So far as WP No.8643 of 1997 is concerned, the case of the
petitioner therein is that he joined the organisation of the second respondent
as a Trainee for the period 13.8.1985 to 12.8.1987 with a stipend of Rs.375/=
per month and the period of training was extended upto 28.5.1988 and
thereafter, he was terminated from service on ground that his training period
was over.

3. Likewise, so far as the case of the petitioner in WP 8644
of 19 97 is concerned, he would submit that he joined the organisation of the
second respondent as a Trainee for the period of two years commencing from
3.3.1986 with a stipend of Rs.400/= per month and the period of training was

extended from 23.5.1988 for a period of 48 days, and thereafter, he was terminated from service on ground that his training period was over. But, he continued to be in service till 9.7.1988 .

4. Challenging the said orders of termination, the petitioners raised industrial disputes wherein the management has taken the stand that the petitioners were taken only as trainees with a stipend of Rs.12 /- per day and that in the order of appointment, it was specifically stated that the training period can be terminated at any time without notice or assigning any reason and that the petitioners are governed by contract of training.

5. Considering the rival pleas, the Labour Court has rejected the plea of the petitioners. Hence these writ petitions by the workmen.

6. During arguments, learned counsel appearing on behalf of the petitioners would submit that the petitioners were employed Casual Labourers in the second respondent's organisation; that they were not given any appointment letters; that both the petitioners were sent for training; that since they were absent for some days, their training period was extended; that though the training period was for 48 days from 23.5.1988 regarding the petitioner in WP 8644 of 1997 is concerned, he continued to be in service till 9.7.1988; that after the orders of termination were passed against the petitioners, they raised disputes and the Labour Court has observed that even though the petitioners are workmen within the meaning of the Industrial Disputes Act, their case come under the exemptions contained in Section 2(oo)(bb) which is a clause of retrenchment; that according to the petitioners, they were employed as Casual Labourers and after two years, they were given appointment letters saying that they were only trainees; if the petitioners are probationers, their probation period can be extended; but the petitioners are only trainees according to the respondents and hence there is no question of extending the training period for the trainees; that the appreciation and the conclusions arrived at by the Labour Court based on Section 2(oo)(bb) are perverse.

7. In reply, the learned counsel appearing on behalf of the respondents would submit that the petitioners were only Apprentices and almost on completion of the period of apprenticeship, they were discharged from duty; that on completion of the training, the persons would be given the certificate of training; therefore, this is not a regular appointment; 2002(2) LLN 1164 (para.5) - which is of similar facts; that the petitioners were only apprentices/trainees; that soon after the training period was over, they were issued with the training certificate and discharged from duty; that there is no guarantee for employment.

8. In reply, the learned counsel for the petitioners would submit that the petitioners were employed under the Apprentice Act and they were given letter to undergo advanced training, which was accepted and signed by the petitioners; that initially they were appointed as Casual Labourers and after six months, they were informed that they were only trainees. Section

2(s) includes 'apprentices'.

9. In consideration of the facts pleaded, having regard to the materials placed on record and upon hearing the learned counsel for both, what this court is able to assess is that the petitioners have come forward to file both the above writ petitions testifying the validity of the awards respectively made in I.D.Nos.234 and 229 of 1992 by the first respondent/Labour Court and seeking to quash the same and to pass an order reinstating them in the service of the second respondent/management with continuity of service and back wages and with all attendant benefits.

10. The contentions of the petitioners in the above writ petitions would go to show that their claim is that they joined the organisation of the second respondent/management as Apprentices with a stipend of Rs.375/- and Rs.400/- respectively and that the period of training got extended for a further period of 2 months i.e., up to 28.5.1988 and 23.5.1988 and thereafter they were terminated from service on grounds that their training period was over and hence seeking the prayer extracted supra they have come forward to file both the above writ petitions.

11. On the part of the second respondent/ management, they would come forward to argue to the effect that the petitioners were Apprentices and on completion of the period of Apprenticeship, they were discharged from duty and in these cases on completion of training the employees would be given the certificate of training and therefore this cannot be a regular appointment and this case would fall under Section 2 (oo) (bb) of the Industrial Disputes Act, 1947 as it has been concluded in the judgment delivered by a learned single judge of this court reported in S.JAYANTHI Vs. PRESIDING OFFICER, LABOUR COURT, VELLORE 7 ANOTEHR (2002 {2} L.L.N. 1164) on similar facts and certain circumstances as they are in the case in hand.

12. On a perusal of the materials placed on record, particularly the letter dated 25.3.1987 issued by the second respondent/Management one could very easily understand that the second respondent/ Management has extended the petitioners training period and they were admitted as trainees in their factory on certain conditions such as fixing the period of training for two years with the discretion of the Management to shorten or extend the same and with liberty to put an end to the training by the Management and that during the period of training, a stipend of Rs.12/- per day would be paid to them etc., There is yet another clause to the effect that on completion of the training if the petitioners are found suitable, they would be absorbed in the company of the second respondent Management as permanent employees on certain terms and conditions of the employment

13. From the above reading of the letter which is vital for consideration, it could be concluded that the linkage of the petitioners with the second respondent/ Management was only for training to be imparted in the Management of such trade or business with which the second respondent Management is involved and excepting for imparting the training, no order of appointment of any kind seems to have been issued in favour of the petitioners nor any assurance was given to the petitioners by the second respondent

Management even for inducting them into their service in future. But, paragraph No.10 of the letter dated 25.3.1987 would read to the effect that on completion of the training, if the petitioners were found to be suitable, they would be absorbed in the second respondent/Management as permanent employees on certain stipulated terms and conditions of the employment. This cannot be taken as an assurance or an undertaking or even a pre condition imposed since the right of inducting the petitioners into their service was reserved with the Management on being satisfied that the petitioners were found suitable on completion of the training but the petitioners cannot claim it as of right that they should be appointed as permanent employees.

14. The very wordings of the above letter would only show that if at all any employment is to be thought of, inducting the petitioners into the service of the second respondent/Management, it would be decided only after the completion of the training and there is no question of the petitioners having been inducted into the service of the second respondent Management in any capacity much less as permanent employees. Since it is also not the case of the petitioners that they are under legitimate expectation, this court is of the view that the first respondent Labour Court has rightly decided that the petitioners had no case to offer before it and the Labour Court has rightly rejected their claim as per the order impugned.

15. For all the above discussions held, this court does not deem it necessary to cause its interference in any manner, into the well considered and merited orders passed by the first respondent/Labour Court and hence the following decision.

In result,
(i)Both the above writ petitions do not merit acceptance and they become liable to be dismissed and are dismissed accordingly.

(ii) The orders passed by the First Respondent/Labour Court, Vellore, made in I.D.No.234 and 229 of 1992 dated 12.5.1995 are hereby confirmed.

However, there shall be no order as to costs.

Index: Yes
Internet: Yes

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Copy to:
The Presiding Officer,
Labour Court,
Vellore.

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