



THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্ব দ্বাৰা প্ৰকাশিত

PUBLISHED BY THE AUTHORITY

নং 192 দিশপুৰ, বৃহস্পতিবাৰ, 7 মে', 2026, 17 ব'হাগ, 1948 (শক)
No. 192 Dispur, Thursday, 7th May, 2026, 17th Vaisakha, 1948 (S. E.)

GOVERNMENT OF ASSAM
ORDERS BY THE GOVERNOR
LABOUR WELFARE DEPARTMENT

NOTIFICATION

The 5th March, 2026

ECF No. 767711/9.-Whereas dispute between the Management of The Publisher PRANTIK VS Sri Saroj Kumar Medhi was referred to the Presiding Officer, Labour Court, Guwahati constituted under the Industrial Dispute Act, 1947 for adjudication and whereas an Award has been given on the dispute by the said Labour Court vide Ref. Case No. 03/2023 Judgment dated 29.1.2026 as shown in the Annexure hereto.

Now, therefore, in exercise of the powers conferred by Section 17(1) of the Industrial Disputes Act, 1947 (Act. XIV of 1947) as amended, the Governor of Assam, is pleased to direct that the said Award to publish by notifying at the Office of the Labour Commissioner, Assam, Guwahati.

(A W A R D As in the Annexure)

RAMESH CHANDRA DOLEY,
Joint Secretary to the Government of Assam,
Labour Welfare Department.

IN THE LABOUR COURT OF ASSAM KAMRUP(M) AT GUWAHATI

Present: Sri Lohit Kumar Saikia, AJS
Presiding Officer
Labour Court, Guwahati.

CASE U/S 2A NO. 03/2023**PARTIES:-**

Saroj Kumar Medhi

..... **Workman**

- VS

The Publisher, Prantik

..... **Management**

APPEARANCE

For the Workman : Sri Basanta Kalita

For the Respondents : Mr. Santanu Chakraborty

Date of hearing/ argument : 26/11/2025

Date of Judgement : 29/01/2026

AWARD**The facts of the case of the applicants, in a nutshell, may be stated as follows:-**

1. This proceeding has been initiated on the strength of petition No.272/23 u/s 2A(2) of the Industrial Act, 1947 by the workman with a prayer for reinstatement of workman in service with full back wages and consequential right and benefit of service.

2. It has been averred in the petition that the workman was in employment since 01.07.2021 and terminated on 30.04.2023. That the workman was rendering service as Sub- Editor of 'Prantik' which is magazine publishing institution and that his name was dropped from the 1st edition of January, 2023 of 'Prantik' without prior notice stating reason and his monthly salary amounting about Rs. 2000/- was also deducted without notice as requires as per provisions of the Payment of Wages Act, 1936.

3. That vide letter dated 28.03.2023 the workman has lodged his dissatisfaction with the Management over the issues of non appearance of his name as Sub Editor in 'Prantik' and unauthorized deduction from his monthly wages since January 2023.

4. It has been further contended that showing some allegations against the workman, the publisher of the 'Prantik' vide letter dated 29.03.2023 has intimated the workman that the service of the workman is no longer required from 1st April of 2023. The allegations are the workman has shown his carelessness and even after getting all opportunities failed to prove his credibility as Sub Editor at appropriate time of absence of the 'Editor' who was suffering from Corona.

5. That vide letter dated 05.04.2023, the Management intimated that in response to letter dated 28-03-2023 of the workman, the Management has deposited an amount of Rs. 6,240/- vide cheque No. 547441 in the Bank Account of the workman as being the deducted amount in January to March 2023 and Rs. 19,413/- as the salary of April 2023.

6. That vide letter dated 16-05-2023, the Management has issued another letter to the workman whereby asked the workman to join in service with some conditions after receiving objection dated 29-03-2023 of the workman and knowing about the application before the Assistant Labour Commissioner submitted by the workman. That the workman has made reply to the Management on 17-05-2023 in response to letter dated 16-05-2023 that workman is not agreed with the proposal of the Management.

On these ground the workman has prayed for reinstatement of workman in service with full back wages and consequential right and benefit of service.

7. Management / O.P No.1 submitted WS denying the contentions raised by the workman side and resisted their claims by pleading inter- alia that the petition filed by the workman is prima facie misconceived, devoid of justification and jurisdiction and thus liable to be dismissed.

8. It has been further stated by the management that the grievance of the petitioner in the present petition is as regards his alleged termination from the service of the respondent on 30-04-2023 without following the lawful procedure. It is stated that pursuant to issuance of the letter of severance to the petitioner, the respondent recalled the same and the respondent by their letter dated 16-05-2023 asked the petitioner to resume his duties from 1st June 2023 and the same had also been communicated to the Labour Officer, Kamrup(M). However, the petitioner on his own volition chose not to resume his duties till date.

9. That the respondent by their letter dated 16-05-2023 asked the petitioner to resume his duties. But, the petitioner did not join his duties. However, from the contention of the petitioner in the said paragraph, it would appear that he is not agreeable to resume his duties. It has been further stated by the management that on one hand the petitioner has not resumed his duties with respondent and on the other hand he approached this Court for his re-instatement and after issuance of the letter dated 16-05-2023, it was incumbent upon the petitioner to resume his duties having not done the same this Court may not entertain the petition filed by the workman.

10. In view of the above, the answering OP has prayed for dismissing the petition of the applicants with cost.

11. ***Upon the pleadings of the parties, my learned predecessor framed the following issues for adjudication-***

1. *Whether the case is maintainable in present form and manner?*
2. *Whether there is cause of action for the suit?*
3. *Whether the petitioner is a workman?*
4. *Whether the case is maintainable U/S 2A of the Industrial Disputes Act?*
5. *Whether the management, the publisher, Prantik, is justified in terminating the service of the workman Sri Saroj Kumar Medhi?*

If not, whether the workman Sri Saroj Kumar Medhi is entitled to reinstatement in service with full back wages and consequential rights and benefits of employment?

6. *What amount would be just and fair to pay as the cost of litigation to workman Sri Saroj Kumar Medhi?*

12. ***During the course of hearing, workman adduced oral and documentary evidence in support of their respective cases.***

13. ***The workman side adduced evidence of the following witnesses:***

- (i) Sri Saroj Kumar Medhi

The workman side also exhibited the following documents:-

- (i) Exhibit-1 is a certificate dated 28-12-2021 issued by the Management.
- (ii) Exhibit-2 is the service termination letter dated 29-03-2023.
- (iii) Exhibit-3 is his application dated 03-04-2023.
- (iv) Exhibit-4 is the letter dated 06-05-2023 of the Authority of Labour.
- (v) Exhibit-5 is the letter dated 05-04-2023.
- (vi) Exhibit-6 is the letter dated 16-05-2023.
- (vii) Exhibit-7 is reply dated 17-05-2023

SUBMISSIONS

14. I have heard learned counsel for both the parties and perused the materials available on record. I have given my deep thought to the above submissions of the Ld. Counsel for the workman/ applicants as well as Ld. Counsel for the O.P/ Management. Now, let us scrutinize the evidence adduced during the course of hearing in order to appreciate the aforesaid submissions of the Ld. Counsel of both parties and decide the issues involved in this case.

Discussions, decisions and reasons thereof:

15. At the threshold, let us discuss ***issue No.1*** which is

1. Whether the case is maintainable in present form and manner?

16. The pleadings of the workman/ applicant reveals that this is a suit filed for reinstatement with full back wages for illegal termination which is permissible under section 2 A (2) of Industrial Disputes Act, 1947 CPC and this court has jurisdiction to try the suit. Further, the materials available in record also disclose that proper court fee has been paid and the suit does not appear to be barred expressly or impliedly by any law for time being in force. So, under above circumstances I am of the considered opinion that the suit is maintainable in present form and manner. Accordingly, the issue is decided in affirmative and in favour of the plaintiff.

ISSUE NO.2

2. Whether there is cause of action for the suit?

17. The term "Cause of Action" refers to a set of facts or allegation that make up the grounds for filing a lawsuit. In the instant suit, it is the contention of the applicant/ workman that he has been illegally terminated from his service and since the workman is not in any gainful employment since the date of his termination therefore he is entitled for re-instatement in service with full back wages and consequential right and benefits of service. These set of facts in my considered opinion make up a ground for filing this suit. Hence, this issue is decided in affirmative.

ISSUE NO.3

3. Whether the petitioner is a workman?

18. It is the contention of the workman that he was rendering service as Sub-Editor of 'Prantik' which is a magazine publishing institution since 01-07-2021 and that he was terminated from his service on 30-04-2023.

19. But, surprisingly, neither the workman nor the management in their respective written statements or during their course of hearing before this Court has brought on record as regards whether the petitioner can be held a workman or not.

In view of any legal force, the discussion on this issue stands void ab initio.

The issue is decided accordingly.

ISSUE NO.4

4. Whether the case is maintainable U/S 2A of the Industrial Disputes Act?

20. At the outset to decide this issue in hand let us first see what does Section 2 A of Industrial Disputes Act, 1947 says:-

“Section 2A of the Industrial Disputes Act, 1947 allows individual workmen to directly raise disputes regarding their discharge, dismissal, retrenchment, or termination as industrial disputes before a Labour Court or Tribunal. This provision enables direct adjudication after 45 days of filing a conciliation application, even without union support.”

21. In the instant case the applicant/ workman has filed the suit on the ground that he has been illegally terminated from his service and as he is not in any gainful employment since the date of his termination therefore he is entitled for re-instatement in service with full back wages and consequential right and benefits of service. These set of facts in my considered opinion make up a ground for filing this suit under section 2 A of the Industrial Disputes Act, 1947.

The issue is decided in affirmative and in favour of the workman.

ISSUE NO.5

Whether the management, the publisher, Prantik, is justified in terminating the service of the workman Sri Saroj Kumar Medhi?

If not, whether the workman Sri Saroj Kumar Medhi is entitled to reinstatement in service with full back wages and consequential rights and benefits of employment?

22. The workman has filed the instant suit for his reinstatement in service along with full back wages and consequential right and benefit of service.

To buttress his claim the workman has filed his evidence in affidavit and was duly cross examined by the learned counsel for the management.

23. During his cross examination the Workman has stated that he has not produced the original certificate issued by Sri Pradip Baruah dated 28-12-2021 but has produced the xerox copy and he has not produced the joining letter as Sub Editor Prantik.

24. It has been further stated by him that in his evidence in affidavit he has not written the date his joining as 01-07-2021. That he has also not produced any document to show that the management was satisfied by his long run experience.

25. The workman has further stated in his cross examination that by exhibit-5 letter dated 05-04-2023 his back wages has been paid by the management and vide letter dated 05-04-2023 the management recalled his termination letter dated 29-03-2023 and reinstated him in his service and asked him to join within first of June 2023.

That the management has fulfilled both his prayer 1 and 2 of his petition and after re-instatement in service vide letter dated 16-05-2023 by the management he has not joined in his service.

26. On perusal of the written statement of both the parties vis.a.vis the evidence in affidavit along with documents exhibited by the workman it clearly shows that soon after the termination of the workmen on 30-04-2023 when the matter was brought to the notice of the Assistant Labour Commissioner, the management has revoked the termination of the workman and informed him on the same vide letter dated 16-05-2023 and directed the workman to join in his service.

27. The workman has admitted in his evidence in affidavit that vide letter dated 05-04-2023 an amount of Rs. 6280/- was credited in his account a refund of deducted wages against the month of January to March 2023 and another amount of Rs. 19,413/- has also been credited in his bank account as monthly wages of April 2023.

28. Moreover, during his cross examination also the workman has specifically stated/ proved that both his prayer No.1 and 2 of his petition has already been fulfilled by the management.

29. Situated thus, the above statement of the workman aligns with general principles of civil litigation and labour law. When a prayer (relief sought) has already been fulfilled by the management, the dispute regarding that specific relief becomes moot, and a court cannot grant the same relief again to a workman. If the relief (e.g., reinstatement, payment of arrears, issuance of appointment letter) has already been granted, there is no subsisting grievance for the court to adjudicate upon.

30. Therefore, in view of the above discussions, this issue is decided in negative and against the workman.

ISSUE NO.6

6.What amount would be just and fair to pay as the cost of litigation to workman Sri Saroj Kumar Medhi?

In view of discussions held in Issue No.5, this issue is decided accordingly.

ORDER

The suit is dismissed.

Parties shall bear their own cost.

Judgment is pronounced in an open court, written in separate sheets and enclosed with the case record.

A copy of the award be forwarded to the appropriate government for information and publication in the official gazette.

The judgement is prepared and given under my hand and the seal of this Court and I signed and delivered this judgment on this the 29th day of January, 2026 at Guwahati.

L. K. SAIKIA,
Presiding Officer,
Labour Court, Guwahati.