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**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Orders reserved on : 26.02.2026

Orders pronounced on : **26.03.2026**

CORAM :

**THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY**

W.P.No.10199 of 2025  
and W.M.P.Nos.11455 & 11456 of 2025

V.Manogaran  
S/o K.Vengatachalapathy  
80, 14A, MRK Ayyar Street West  
Maruthur, Villupuram.

.. Petitioner

**Versus**

The Management  
Tamil Nadu Government Transport Corporation  
(Villupuram) Ltd  
Salaimedu, Villupuram.

.. Respondent

**Prayer :** Writ Petition filed under Article 226 of the Constitution of India seeking a Writ of Certiorarified Mandamus, calling for the records relating to the impugned judgment dated 30.11.2022 in I.D.No.14 of 2021 passed by the learned Presiding Officer, Labour Court, Cuddalore and set aside the same, directing the respondent to reinstate the petitioner into service with all back wages and attendant benefits with effect from 13.03.1990 and pass such further order.

For Petitioner : Mr.V.Manogaran, Party-in-Person

For Respondent : Mr.M.Aswin, Standing Counsel



## ORDER

### ***A. The Writ Petition:***

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This Writ Petition is filed challenging the impugned award dated 30.11.2022 made in I.D.No.14 of 2021 by the Labour Court, Cuddalore.

### ***B. The Claim made by the Workman:***

2. The Writ Petitioner raised a dispute complaining of non-employment with effect from 01.09.2020 by the respondent - management. The conciliation did not result in any settlement. The petitioner filed a claim petition on 15.02.2021 before the Labour Court, Cuddalore.

2.1. The petitioner states that he was employed at Thirukovilur Depot of the respondent management from 1990 as a bus body cleaner. While performing continuous service, he was also assigned in 1992 to the tyre retreading section, mould bonding, puncture section, and loading and unloading of tyres. Suddenly, he was stopped from work effective 01.09.2020. Having worked as casual labour for about 30 years, rendered continuous service, worked at least 480 days over more than 2 years, and been treated as a temporary employee for about 28 years, he was abruptly rendered unemployed. His family is now suffering due to this. Therefore, it is prayed that his non-employment be declared illegal and that the petitioner be reinstated by the

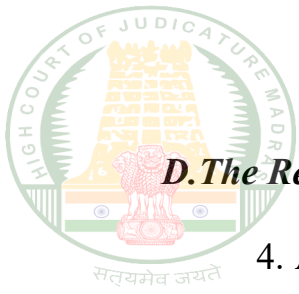


respondent with all back wages and attendant benefits from 13.03.1990.

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***C.The Case of the Management :***

3. The management denied that the petitioner was employed as casual labour and stated that it possesses details of the daily wages paid to the petitioner. When the petitioner earlier made a representation on 14.06.1996, it was responded to by a communication dated 24.12.1996, stating that regular vacancies are filled only upon being sponsored by the local employment exchange. Suddenly, the petitioner raised a dispute complaining of non-employment. The management traditionally outsourced and engaged available labourers to load and unload tyres, retread tyres, and patch and vulcanise tube punctures. For these tasks, the engagement was on a piece-rate basis. The petitioner was engaged on such a basis for some time. There were no 240 days of service in one year or 480 days of continuous service in two years, nor was there an employer-employee relationship between the petitioner and the management. Moreover, from April 2020, due to the COVID-19 pandemic, which caused a reduction in services, and due to improvements made in the tyre retreading section, such labourers engaged on a piece-rate basis were no longer required. Therefore, the petitioner cannot seek reinstatement or permanency.

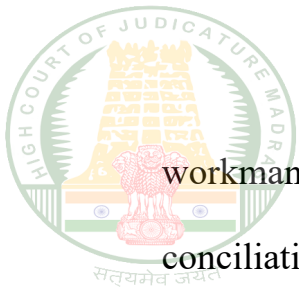


***D. The Reply by the Workman:***

4. A reply was filed on behalf of the petitioner that when he was working continuously for 30 years, it was for the management to produce its ledgers and other records. Even for employees working on piece-rate basis, the management must maintain a monthly attendance register and a wage register. The petitioner is a workman, and the provisions of the Factories Act, 1948, apply. Throughout these 30 years, the petitioner did not work elsewhere except under the management.

***E. The Trial and the Award:***

5. When the Labour Court took up the case for enquiry, the workman examined himself as W.W.1. Along with him, co-workers *M.Govindan* and *A.Devarajulu*, originally employed at the Thirukovilur Depot and now retired, were examined as W.W.2 and W.W.3. They testified that they knew the workman and that he worked regularly in the tyre retreading and puncture sections as casual labour. Exs. W.1 to W.5 were marked. Ex.W.1 consists of 26 receipts issued for wage payments to the workman from 2015 to 2017. Ex.W.2 is a wage disbursement register with 115 pages. Ex.W.3 is a certificate from the respondent-management permitting free travel on its buses, stating that the petitioner is a casual labourer. On behalf of the management, *V.Senthil Kumar*, an Assistant in the legal department, was examined as M.W.1. The authorization for his deposition is marked as Ex.M.1. The reply given to the



workman on 27.12.1996 is marked as Ex.M.2. The enquiry notice from the conciliation officer is marked as Ex.M.3. The management's reply before the conciliation officer is marked as Ex.M.4. The conciliation failure report dated 28.04.2021 is marked as Ex.M.5. The communication from the Assistant Manager of Administration dated 08.12.2020 is marked as Ex.M.6. The reply from the General Manager dated 27.09.2022 is marked as Ex.M.7. The request by contract employees to increase their wages, dated 05.04.2018, is marked as Ex.M.8. And the letter from the Assistant Manager regarding piece- rate wages for employees involved in loading, unloading, and retreading tyres, dated 27.09.2022, is marked as Ex.M.9.

5.1 The Labour Court thereafter considered the case of the parties and, by the impugned award, came to the conclusion that from the evidence on record, it could be seen that the petitioner was engaged in loading and unloading tyres, and for this work, he received remuneration on a piece-rate basis. There was no supervision or control by the management with respect to the petitioner. Whenever the petitioner came for work, voluntarily and according to his capacity, he was assigned the task of loading and unloading tyres and was paid wages for it. Therefore, the Labour Court concluded that, in this case, it could not find evidence of an employer-employee relationship. In the absence of proof of employment and employment for at least 240 days in a year,

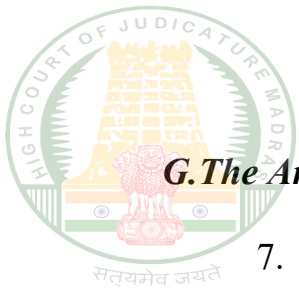


the Labour Court upheld that the claim petition cannot be sustained and dismissed the claim petition.

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***F. The Arguments by the Workman:***

6. Aggrieved thereby, the Workman is before this Court. It is the case of the workman that he has put in continuous work, and merely because it is on a piece-rate basis, the employer-employee relationship cannot be disbelieved. It must be seen that the petitioner was employed not only in retreading, patching of puncture, loading and unloading of tyres, but also in other departments. When the work of the petitioner is operational in nature, and the respondent-management has been continuously employing him from 1996 to 2020, and suddenly there is a policy change relating to retreading of tyres and the Covid-19 pandemic, the petitioner was disengaged. It must be seen that no procedure mandated by law was followed, and therefore, the non-employment is illegal. The fact that the petitioner was employed as a casual labour is also supported by W.W.2 and W.W.3. The certificate given by the management for the petitioner to travel in the bus, mentioning him as a casual labourer, itself proves that the petitioner is a casual labour. Therefore, the petitioner submits that this Court should interfere with the award of the Labour Court.



***G.The Arguments by the Management:***

7. *Per contra*, the learned counsel appearing on behalf of the management would submit that there is no formal appointment order engaging the petitioner. All the employees of the transport corporation are engaged either through a 12(3) settlement or through sponsorship by the employment exchange. Even during the relevant period, the petitioner was only a contractor receiving charges on a piece-rate basis. There is no attendance, working hours, control mechanism, or leave as far as the petitioner is concerned. Therefore, merely because a certificate is issued to enable the petitioner to travel in the corporation buses, it alone will not establish an employer–employee relationship.

***H.Discussion & Findings :***

8. I have examined the rival submissions from both sides and reviewed the case's material records. The question that arises for consideration in this case is whether the instant engagement is a 'contract for labour' or 'contract of labour'. Useful reference in this regard can be made to the Judgment of the Hon'ble Supreme Court of India in *Workmen of Nilgiri Coop. Mkt. Society Ltd -Vs- The State of Tamil Nadu & others*<sup>1</sup>, whereby the parameters and tests to determine the existence of a master and servant relationship were laid down.

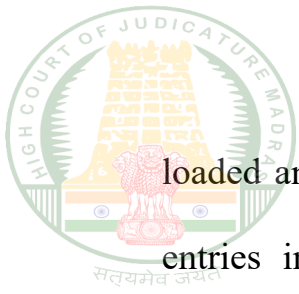
<sup>1</sup> (2004) 3 SCC 514



8.1. The fact that the petitioner engaged on several days by the respondent – management is supported by the records and is also not denied.

The petitioner also worked for management over a period of time, as demonstrated by the petitioner's oral evidence and the testimony of W.W.2 and W.W.3. The only factor that needs to be determined is whether there was an express or implied contract of employment. It is also well settled that simply because a workman or employee is paid on a piece-rate basis, this alone cannot be held against the workman. For specific works, wages are commonly paid on a piece-rate basis.

8.2. The two circumstances in favour of the workman are that when the respondent – management issued a letter to the petitioner permitting him to travel freely in the corporation buses, it mentioned that he was working as casual labour in the tyre section for lower wages. Thus, it can be seen that although the letter refers to him as casual labour, it was issued on a compassionate basis. The second circumstance in favour of the workman is that, in the correspondence of the General Manager, marked as Ex.M.8, it is stated that contract labourers are engaged for loading and unloading tyres, and the charges increased from Rs.1.26/- per tyre to Rs.1.75/- per tyre. While the above two references in Ex.W.3 and Ex.M.8 suggest an employer-employee relationship, a review of the receipts in Ex.W.1 and Ex.W.2 shows that payments were made on a voucher basis, depending on the number of tyres



loaded and unloaded and the punctures prepared. In fact, a careful look at the entries in the register indicates that the petitioner functions more like an outsourced person, paid at an approved rate. As correctly pointed out by the learned counsel for the management, the petitioner had even employed other persons and got the charges for the work done on certain days. A thorough reading of the cross-examination of the management witnesses reveals that management's consistent stance is that the petitioner's engagement is akin to outsourcing or a contract. There is no any written order of engagement of the petitioner. There is no evidence of any control that the petitioner has to report for duty or regarding timings. No evidence of any leave being granted to the petitioner. Even when the petitioner has been paid charges for patching punctures, there is no evidence that the management has provided the equipment and materials for patching. There is no evidence of any economic control, in the sense that there is any minimum or maximum output with reference to the number of tyres or number of punctures per day, etc. Therefore, considering the crucial factor of wage disbursement, coupled with the absence of any employment order or other communication, such as grant of leave, attendance records, etc., indicating a master-servant relationship, I am unable to find favour with the submissions made by the petitioner-in-person. After examining the overall facts, circumstances, and evidence on record, the Labour Court rightly concluded that an employer- employee relationship was not established. This finding appears well-reasoned based on the evidence, and



consequently, I am unable to interfere with the Labour Court's award.

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***I. The Result :***

9. This Writ Petition is dismissed. No costs. Consequently, the connected miscellaneous petitions are closed.

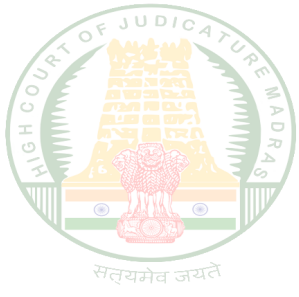
26.03.2026

Neutral Citation : Yes

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To

- 1.The Presiding Officer, Labour Court, Cuddalore.
- 2.The Management  
Tamil Nadu Government Transport Corporation  
(Villupuram) Ltd, Salaimedu, Villupuram.
- 3.The Section Officer  
VR Section, High Court of Madras.



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**D.BHARATHA CHAKRAVARTHY, J.**

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