

Industrial Disputes Act, 1947, Section 2(oo), 25 -

*In Municipal Council, Samrala v. Raj Kumar, (2006) 3 SCC 81, wherein, in the offer of appointment it was specifically averred that “his services will be availed till it is considered as fit and proper and necessary. After that his services will be dispensed with”, which was accepted by the employee by affirming an affidavit to the effect that he would not have any objection, if the Municipal Corporation dispensed with his services and thereby acknowledged its right to that effect, this Court held :*

*“Clause (oo)(bb) of Section 2 contain an exception. It is in two parts. The first part contemplates termination of service of the workman as a result of the non-renewal of the [contract](#) of employment or on its expiry; whereas the second part postulates termination of such contract of employment in terms of stipulation contained in that behalf.....” (See also Punjab SEB v. Darbar Singh, (2006) 1 SCC 121 and Kishore Chandra Samal v. Orissa State Cashew Development Corpn. Ltd., (2006) 1 SCC 253)*

*In terms of the definitions of the expressions “status” and “privilege” it must be held that such “status” and “privilege” must emanate from a statute. If legal right has been derived by the respondent herein to continue in service in terms of the provisions of the Act under which he is governed, then only, would the question of depriving him of any status or privilege arise - Respondent had not worked for years - He has only worked, on his own showing, for 356 days whereas according to the appellant he has worked only for 208 days - Therefore, Fifth Schedule of the Industrial Disputes Act, 1947 has no application in the instant case. In view of the above, the dispensing with of the engagement of the respondent cannot be said to be unwarranted in law.*

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