

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

Civil Revision No.1022 of 2013 (O&M)

Date of decision: 16.07.2015

Kotak Mahindra Old Mutual Life Insurance Limited Petitioner

versus

Punit Jain and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. Gaurav Sethi, Advocate,
for the petitioner.

Mr. Vijay Pal, Advocate,
for the respondents.

1. Whether reporters of local papers may be allowed to see the judgment ? No.
2. To be referred to the reporters or not ? No.
3. Whether the judgment should be reported in the digest ?No.

K.Kannan, J. (Oral)

1. Original agreement is received and it shall form part of the record.

2. The revision petition is against an order rejecting an application for reference to arbitration under Section 8 on the ground that the original arbitral agreement was not filed in court.

The counsel explains that it was a bona fide mistake and he produces the original agreement before me. The suit is with reference to the challenge for termination of service. The petitioner-employer was

relying on a term in the arbitral clause that reads as follows:-

“21. This letter constitutes the entire understanding between you and the Company relating to your employment by the Company and supersedes and cancels all prior written and verbal agreements and understandings with respect to the subject matter of this appointment. This appointment letter may be amended by a subsequent written agreement between you and the Company. Any disputes relating to your terms of employment with the Company shall be settled through arbitration under the guidance of an arbitrator appointed by the Company.”

3. The arbitral reference shall as per its clause be with reference to any dispute regarding term of employment. The counsel for the respondents states that the term of employment must be understood only as a term providing for employment setting out salary and other details and a suit challenging the termination from service ought not to be seen as term of employment. I reject this argument as wholly untenable. Employment obtains meaning only during the entire period of engagement in service. A term ought to therefore be understood not merely to certain payments or benefits of employment but it ought to relate to every aspect viz., commencement, continuance or termination of employment a

termination of employment is *a fortiori*. A term of employment that brings an end to its continuance and it shall surely be treated as a matter that would require to be adjudicated through an Arbitrator in the manner contemplated by the terms referred to above.

4. The original document is retained in the court records and the suit is ordered to be referred to arbitration in the manner contemplated through its term. The plaintiff may resort to arbitral process in the manner contemplated and the rights of parties shall ultimately abide by such arbitral adjudication.

5. The impugned order is set aside and the revision petition is allowed on the above terms.

(K.KANNAN)
JUDGE

16.07.2015
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