

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

**Regular Second Appeal No.1149 of 2010 (O&M)
Date of decision : 30.04.2015**

Dr. R.C. Luthra

....Appellant

versus

The Managing Committee, I.B. (L) Public School and others

...Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. Anil Kumar, Advocate,
for the appellant.

RITU BAHRI, J.

Plaintiff-appellant has come up in regular second appeal against the judgments of concurrent findings of fact recorded by both the Courts below, whereby his suit for declaration and mandatory injunction has been dismissed.

Dr. R.C. Luthra-plaintiff was appointed as Principal in the defendant No.1 school pursuant to an advertisement dated 25.07.1999 published in 'Hindustan Times'. He joined his services with defendant-respondent No.1 school on 06.09.1999 on consolidated salary of Rs.9000/- per month. His grievance was that the defendant-respondents had agreed to provide him extra facility of furnished accommodation of two room set with all amenities and also agreed to pay Rs.10,000/-per month w.e.f. April, 2000, but no such facility was available in the school premises. All the institution, affiliated with CBSE were paying the scale of Rs.10,000-15,200/- to the Principals of Senior School upto Class XII.

Upon notice, defendant-respondent No.1 filed written statement controverting the claim made by the plaintiff-appellant in the plaint. On

merits, it was stated that plaintiff-appellant had not cleared the dues of the school even after being relieved from the school on 24.05.2000 despite repeated requests made by the defendants. He had retained Rs.36,000/- out of the school funds i.e. Rs.16,000/- as imprest money and Rs.20,000/- which was given by way of donation to the school by M/s Lucky Book Depot, Panipat on account of sale of books. It was further stated that at the time of joining the school, the age of the plaintiff-appellant was 59 years. The plaintiff was offered free accommodation in the school premises, but he remained as daily commuter from Delhi, as his family was residing there. No assurance was ever given by the defendant-school to give the pay scale of Rs.10,000-15,200/- to plaintiff-appellant.

From the pleadings of the parties, following issues were framed by the trial Court:-

1. Whether the plaintiff is entitled for the relief of declaration, as prayed for? OPP
2. Whether the plaintiff is entitled for the relief of mandatory injunction, as prayed for? OPP
3. Whether the suit of the plaintiff is not maintainable in the present form? OPP
4. Whether the plaintiff has no cause of action to file the present suit? OPD
5. Whether the plaintiff is estopped by his own act and conduct to file the present suit? OPD
6. Relief.

Both the Courts below have dismissed the suit of the plaintiff. The contract between the plaintiff-appellant and the defendant-school authorities came into picture on 04.09.1999 and the original letter has been placed on record by the defendant-school as Ex.D1. As per letter, Ex.D1, the plaintiff-appellant was to be paid consolidated salary of Rs.9000/- per

month. The said letter bears the signature of the plaintiff, which was proved on record as Mark-DA. Plaintiff joined his duty on 07.09.1999. The school authorities had offered the plaintiff to serve the school on consolidated salary of Rs.9000/- per month as Principal, which was accepted by him. Letters Ex.PX, Ex.PY, Ex.PZ, Ex.PZ/A, Ex.PZ/B shows that the plaintiff-appellant had moved an application for leave, which was not sanctioned by the school authorities. Finally, a letter dated 31.05.2000, Ex.PZ/D, was written by the plaintiff to the school authorities stating therein that he had completed 60 years of age on 24.05.2000. Vide this letter, he sought extension for two years as per CBSE bye-laws and pay scale of Rs.10,000-15,200/- plus usual allowances along with residential accommodation. Further, a number of letters were written by the school authorities to hand over the charge along with an amount of Rs.36,000/-, which the plaintiff had not paid.

No case for grant of pay scale of Rs.10000-15200/- is made out as after accepting the appointment on contractual basis, the plaintiff-appellant left the defendant-institute at the age of 59 years.

After going through the impugned judgments, no illegality, much less perversity, has been found therein warranting interference by this Court. The evidence has been appreciated in the right perspective.

No substantial question of law arises for consideration.

Dismissed.

30.04.2015
ajp

(RITU BAHRI)
JUDGE