

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

RSA No.6456 of 2014(O&M)

Date of Decision: 23.07.2015

Tarun Kumar

... Appellant

Versus

Principal, DAV centenary Public School & ors.

... Respondents

CORAM:- HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. J.K. Singla, Advocate,
for the appellant.

1. To be referred to the Reporters or not?
2. Whether the judgment should be reported in the Digest?

RITU BAHRI, J.(Oral)

The appellant has filed this regular second appeal against the judgments of the trial Court dated 3.4.2012 and the Lower Appellate Court dated 19.8.2014, whereby the suit for declaration that the order dated 7.9.2009 issued by the defendant-DAV Centenary School vide which he was suspended and order dated 8.10.2009, whereby his services have been terminated with immediate effect are null and void has been dismissed by both the Courts.

The plaintiff had joined the service as Upper Division Clerk in the defendant-school in the year 2002. After service of 5 to 6 years, he left the job on account of ill health in the year 2007. He again joined the services in January, 2009 and after suspending him vide order dated 7.9.2009, his services have been terminated vide order dated 8.10.2009 by giving him salary of Rs.7762/-. The plaintiff has admitted that he was appointed on temporary basis and left the job due to his ill health and again joined service in January, 2009. In April, 2009, some embezzlement was noticed by the defendants against him when he had realized the licence fee of Rs.6000/-, but failed to account for the same to the defendants. He was

also caught red handed while taking drugs etc. and was suspended w.e.f. 7.9.2009. The matter was placed before the Local Managing Committee on 2.10.2009 and the decision was taken to terminate the services of the plaintiff. As such, he was terminated w.e.f. 8.10.2009 by giving him one month salary i.e. Rs.7762/- in lieu of notice.

As per the terms of the appointment letter (Ex.D1), the plaintiff had been appointed as Upper Division Clerk in the pay scale of Rs.4000-6000/- plus usual allowances and during his probation period, his services were terminated by the defendant-school. The plaintiff in his cross-examination had admitted that he had put his signatures on Ex.D1. Hence, as per terms of the appointment letter, the defendants have terminated his services by giving him one month salary i.e. Rs.7,762/- in lieu of notice as admitted by him in his cross-examination. As per the judgment of the Supreme Court in **Honorary Secretary, Cooperative Union Ltd., U.P. Lucknow**, AIR 1956 All. 43, it is open to the employer to dispense with the services of his employee any time unless he is bound by some agreement or some statutory rules. Therefore, if a person's services are dispensed with it doesn't amount to any slur on the person and hence in such cases the contention that the servant had been dismissed without being given any opportunity of being heard and giving an explanation is not sustainable. Once the plaintiff had put his signatures on the appointment letter Ex.D.1 himself, he was well aware of the fact that his services could be terminated by giving him one month notice or salary in lieu thereof.

The judgments passed by both the Courts call for no interference. The appeal is dismissed.

23.07.2015**monika**

MONIKA VERMA
2015.07.28 12:18
I attest to the accuracy and
authenticity of this document
Chandigarh

**(RITU BAHRI)
JUDGE**