

Civil Revision No.914 of 2015

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In the High Court of Punjab and Haryana at Chandigarh

Civil Revision No.914 of 2015(O&M)

Date of Decision:23.8.2016

Gaurav Thukral

--- Petitioner

vs.

Godrej & Boyce Mfg. Company Limited and others

---Respondents

Coram: Hon'ble Mrs. Justice Rekha Mittal

Present: Mr. Rajansh Thukral, Advocate
for the petitioner
None for the respondents.

Rekha Mittal, J.

The present petition has been directed against order dated 22.12.2014 (Annexure P-1) passed by the Civil Judge (Junior Division), Ludhiana whereby plaint is returned to the plaintiff for presentation before the proper court in view of findings recorded on issue No. 3 “Whether the Hon'ble Court has no jurisdiction to decide the present suit? OPD”.

This Court on 20.11.2015 passed by the following order:-

“ XXX XXX XXX

After hearing the petitioner, the suit itself is not maintainable. I am putting the petitioner on notice for maintainability of the suit and direct him to argue on its maintainability.

XXX XXX XXX.”

Counsel for the petitioner has submitted that though the petitioner is not interested to continue his employment with the respondents but as termination from service is illegal and may affect his future prospects in getting a job, he challenged his termination in regard whereof the letter of termination was issued despite the fact that the petitioner has already submitted resignation.

I have heard counsel for the petitioner, perused the paper book and various annexures appended with the petition.

The petitioner filed a suit for declaration claiming termination of the plaintiff by the defendants to be illegal and against natural justice and to declare letter of termination as null and void. Further prayer has been made for mandatory injunction directing the defendants to reinstate the plaintiff into job with continuity and all such benefits.

Counsel for the petitioner is not in a position to convince the

Court as to how the present suit is maintainable keeping in view the provisions of Section 14 of the Specific Relief Act, 1963 (in short “the Act”). Section 14 of the Act deals with 'contracts not specifically enforceable'. A relevant extract therefrom reads as follows:-

“14.Contracts not specifically enforceable.—

(1)[\(a\)](#) a contract for the non-performance of which compensation in money is an adequate relief;”

A contract of personal service cannot be specifically enforced and termination of service of an employee by a private company, at best, gives right to the aggrieved employee to sue for compensation in money. In this view of the matter, suit filed by the petitioner is not maintainable.

To be fair to the petitioner, counsel invited attention of the Court to one of the paras of judgment rendered by Hon'ble the Supreme Court of India ***Ashok Kumar Srivastav vs. National Insurance Company Limited and others 1998 AIR (SC) 2046*** and the same reads as follows:-

“The position remains the same under the present Act also. Hence, the mere fact that a suit which is not maintainable under Section 14 of the Act is not to persist with its disability of non admission to civil courts even

outside the contours of Chapter II of the Act. Section 34 is enough to open the corridors of civil courts to admit suits filed for a variety of declaratory reliefs.”

The petitioner, in the circumstances of the present case, cannot derive any advantage to his contention from the aforesaid extract, in view of the clear bar created under Section 14 of the Act discussed hereinbefore. As suit filed by the petitioner is not legally maintainable, it would be an exercise in futility to examine the issue raised in the present petition as to whether the suit could be maintained at Chandigarh or the same is to be filed at Delhi.

In view of what has been discussed hereinabove, the petition fails and is accordingly dismissed.

(Rekha Mittal)
Judge

23.8.2016
paramjit

Whether speaking/reasoned: Yes/No
Whether reportable : Yes/No