

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

RSA No. 6203 of 2014

Date of Decision: 12.11.2018

Rajesh Dhiman

..... Appellant

Versus

M/s. Population Services International and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present: Mr.Kshitij Sharma, Advocate for the appellant.

Ms.Ojaswini Malik, Advocate for the respondents.

SUDIP AHLUWALIA J. (ORAL)

1. The appellant had approached the Civil Court challenging his dismissal from service as Area Sales Manager under the defendant/respondent society. His contention was that he had been performing his duties with utmost sincerity and to the satisfaction of the higher authorities, but his services were surprisingly terminated in terms of the letter dated 12.08.2009 delivered to him on 13.08.2009, which was in derogation of the terms and conditions of his appointment letter, without service of one month's notice in advance, or payment of salary for such period in lieu thereof.

2. The suit was, however, dismissed by the Ld. Addl. Civil Judge (Sr. Divn.) Karnal, after holding that in terms of Clause-3 of his original appointment letter, even after confirmation, his services could be terminated with one month's notice, or by paying one month's salary in lieu of the notice. The impugned Termination Letter dated 12.08.2009, which was marked Ex.P2 in the Trial Court, clearly shows that the termination of

appellant was ostensibly 'due to shortage of funds in Program Income-Punjab.'

3. Contention of the appellant in this behalf is that the Termination Notice was misleading inasmuch as there was no actual paucity of funds. Such contention, at this stage, is however uncalled for, since it is seen from the appellant's own averments in Para -8 of his original plaint that he was well aware that the termination was on account of 'shortage of funds', which he had alleged, was on account of the decision of defendant No.4 to take the field work in Punjab in his own hands, and to direct the plaintiff-appellant to shift in the Office.

4. By no stretch of imagination, the aforesaid termination order can be considered 'stigmatic' to any extent whatsoever. Further, Clause-3 of the appointment letter in any case did not oblige the employers/respondents to necessarily disclose any reason for termination of the employment. Of course, advance notice of one month or salary for that period was required to be paid.

5. It has been found by the Ld. Courts below that all the services benefits of the appellant like Leave Encashment, Gratuity etc. were not only paid, but also encashed by the appellant. It further transpires that salary for a period of one month amounting to Rs.21,322/-, was also delivered by way of cheque to the appellant which however was never encashed.

6. Even assuming that there is some truth in the appellant's assertion that no such cheque was delivered to him, the Ld. Trial Court still granted the relief of payment of the said salary amount separately to the appellant while upholding his Termination Order.

7. As such, this Court finds no irregularity or impropriety in the decision of both the Ld. Courts below holding the appellant's termination from service as legitimate and within the ambit of the conditions governing his initial appointment.

8. No merits.

9. Dismissed.

10. In the interest of justice, however, in case any admissible entitlement of the appellant has actually remained unpaid or unencashed, the respondents would disburse the same to him within 60 days from the date of this Order.

12.11.2018
Anjal

(SUDIP AHLUWALIA)
JUDGE

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