

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

107

R.S.A. NO.1959 OF 2018

DATE OF DECISION: NOVEMBER 26, 2019

Dr. Mahesh Kumar Jindal

.....Appellant

VERSUS

State of Punjab and others

....Respondents

CORAM:- HON'BLE MR.JUSTICE AUGUSTINE GEORGE MASIH

**Present: Mr. B. D. Sharma, Advocate,
for the appellant.**

AUGUSTINE GEORGE MASIH, J. (ORAL)

Challenge in this appeal is to the judgment and decree dated 01.07.2015 passed by Civil Judge (Senior Division), Moga, whereby suit under Section 34 of the Specific Relief Act, 1963, for declaration to the effect that order dated 12.03.2009 passed by the Chief Executive Officer, Zila Parishad, Moga-respondent/defendant No.2, terminating the services of the appellant-plaintiff, who was working on contract basis, is illegal, null and void and that he be reinstated in service with full back wages and interest at the rate of 12% per annum stands dismissed, appeal against which preferred by him has also been dismissed by the District Judge, Moga, vide judgment dated 01.09.2017.

It is the contention of learned counsel for the appellant that the Courts below have failed to appreciate that the appellant-plaintiff has made a prayer that he be granted any other benefit, which would include the

benefit of damages as well. He asserts that the appellant-plaintiff has been denied the benefit of reinstatement in the light of nature of appointment i.e. contractual and, therefore, for violation of such a contract, the relief, which was to be claimed by the appellant-plaintiff, was damages alone, which he has not specifically claimed and, therefore, the suit of the appellant-plaintiff has been dismissed.

I have considered the submissions made by learned counsel for the appellant and with his assistance have gone through the impugned judgments and decree.

The nature of appointment of the appellant-plaintiff is not in dispute, according to which he was appointed purely on contractual basis. His services have, therefore, been terminated as per the terms of contract as according to the stand of the respondent-defendants, since the services are contractual in nature, the appellant-plaintiff obviously is not entitled to the benefit as has been claimed by him in civil suit for reinstatement in service. A specific prayer was required to be made in case he wanted the benefit of damages, which prayer has neither been made nor has there been a mention in this regard, which the appellant-plaintiff has suffered because of his alleged wrongful termination. The suit primarily is for declaration for reinstatement in service of the appellant-plaintiff, which has rightly been declined by the Courts below.

In the impugned judgments concurrent findings have been returned by both the Courts below, which, being in accordance with the pleadings and the evidence brought on record, do not call for any interference by this Court as there is no misreading or non-consideration of the material available on record nor is there any perversity or illegality in

the same.

Further, there being no substantial question of law involved in the present appeal, no interference in the same by this Court is called for. The appeal, therefore, stands dismissed.

November 26, 2019
khurmi

(AUGUSTINE GEORGE MASIH)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No