

C.M. NOS.15271-73 C OF 2018 (O&M)
R.S.A. NO.5529 OF 2018

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

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C.M. NOS.15271-73 C OF 2018 (O&M)
R.S.A. NO.5529 OF 2018
DATE OF DECISION: FEBRUARY 04, 2019

Pepsu Road Transport Corporation, Patiala and another

.....Appellants

VERSUS

Balkaran Singh

....Respondent

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

**Present: Mr. Vishal Moudgill, Advocate,
for the appellants.**

AUGUSTINE GEORGE MASIH, J. (ORAL)

C.M. No.15271 C of 2018

Prayer made in the present application is for condonation of delay of 27 days in filing the present appeal.

For the reasons mentioned in the application, which are duly supported by an affidavit, the application is allowed and delay of 27 days in filing the appeal stands condoned.

C.M. No.15272 C of 2018

Application is allowed as prayed for subject to all just exceptions.

Exemption is granted from filing certified copy of grounds of appeal and judgment and decree passed by Civil Judge (Junior Division),

Bathinda, dated 30.05.2016.

C.M. No.15273 C of 2018 and R.S.A. No.5529 of 2018

Challenge in this appeal is to the judgment and decree passed by the Civil Judge (Junior Division), dated 30.05.2016, whereby the suit for mandatory injunction preferred by the respondent-plaintiff for direction to the appellant-defendants to release the amount deducted from his pay illegally, forcibly, arbitrarily, without any show cause notice or holding an enquiry, has been partly decreed to the extent of holding him entitled for recovery of the amount of deductions made from his salary from the payment falling within three years as per the limitation period prior to the date of filing of suit by the respondent-plaintiff with a direction to the appellant-defendants to pay the same to the respondent-plaintiff, which has been upheld by the Appellate Court vide judgment dated 01.05.2018.

It is the contention of learned counsel for the appellants that the Courts below have failed to appreciate that the principal employer was S.L.Bajaj, who was impleaded as defendant No.3 and not the appellants. The liability, if any, was that of S.L.Bajaj. He further contends that a contract dated 18.09.2008, Ex.PX, was entered into between the appellants and S.L.Bajaj, defendant No.3, for providing services of the drivers. As per the said contract, there can be no liability with regard to the deductions, if any, from the pay of the respondent-plaintiff. He contends that the liability, if any, would be that of defendant No.3, S.L.Bajaj. He, therefore, contends that the judgments and decrees as passed by the Courts below cannot sustain and deserve to be set-aside.

During the course of hearing, learned counsel for the appellants has taken this Court through the contract dated 18.09.2008, Ex.PX. He, on the basis of the said contract, contends that the liability, if any, would be of

defendant No.3 and, therefore, the appellants cannot be held liable in any manner and, thus, the decrees as passed are not sustainable. However, when a categoric question was put by this Court as to under which clause of the said contract milage per liter was fixed, which was made the basis for deductions of the amount from the salary of the respondent-plaintiff, the counsel could not refer any specific clause. He, however, refers to Clauses 8, 20 and 21 but this Court is unable to accept the contention of learned counsel for the appellants as none of these clauses deal with the deduction of any amount for not giving the milage per liter for travelling. The plea, therefore, as is being sought to be asserted by the appellants on the basis of these clauses referred to above, is without any basis, justification or reason.

The judgments and decree as passed by the Courts below, being in accordance with law, do not call for any interference by this Court, especially in the light of the fact that the deductions have been made from the salary of the respondent-plaintiff by the appellant-defendants without any basis.

In view of the above, finding no merit in the appeal, the same stands dismissed.

February 04, 2019
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(AUGUSTINE GEORGE MASIH)
JUDGE

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