IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

117 **2023:PHHC:084506**

RSA-1121-2023 (O&M)
Date of decision: 05.07.2023

M/S IMSI INDIA PVT LTD **..Appellant**

Versus

ROHIT SYAL **..Respondent**

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Siddharth Yadav, Advocate
for the appellant.

ANIL KSHETARPAL, J(Oral)

A suit filed by the respondent for the recovery of Rs.4,42,644.04/- has been decreed by both the Courts below. The appellant herein is the defendant in the suit. The amount was claimed on account of arrears of salary for the month of May, 2008, the amount deducted from the plaintiff's salary towards withholding tax for a period of 5 months in the year 2007, expenses incurred by the plaintiff for the period of May, 2008 and tax payable to M/s Ernst & Young for the year 2008 for which the amount has already been deducted from the plaintiff's salary. It is the case of the plaintiff that the appellant-Company while engaging him, posted at Malaysia with its sister concern, however, a work contract was entered into between the respondent and the appellant for a period of one year but the respondent has failed to pay the amount. Both the Courts, on appreciation of evidence, have concurrently found that the plaintiff is entitled to the amount sought to be recovered.

This Bench has heard the learned counsel representing the appellant at length and with his able assistance perused the paperbook.

The learned counsel representing the appellant contends that the plaintiff was working for company PT IMSI, Indonesia and was drawing salary from the aforesaid company, hence, the relief, if any, can be sought only from the aforesaid company and not from the appellant.

This Court has considered the submissions of the learned counsel representing the appellant.

In fact, both the Courts have considered the aforesaid contention, it has come on record that there was a contract between the appellant and respondent. PT IMSI, Indonesia is a sister concern of the appellant. Moreover, the General Manager of M/s IMSI India Pvt. Ltd. Sh. Ashu Jain has also admitted the liability of the company to pay the arrears of salary along with tax to the plaintiff in various e-mails. Although, issue No.3 with regard to the non-joinder of necessary parties was framed by the trial Court, however, before the First Appellate Court, appellant did not press this issue. In fact, there is no discussion in the judgment of the First Appellate Court in this regard. Once, there was a work contract between the respondent and appellant, which resulted in contractual employment of the respondent, the appellant cannot escape from the liability on the ground that the salary was regularly paid by PT IMSI, Indonesia.

Hence, no ground to interfere is made out.

Dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

July 05th, 2023 **(ANIL KSHETARPAL)**
Ay **JUDGE**

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