

IN THE COURT OF Ms. MEENU KAUSHIK: DJ – 03: NEW DELHI
DISTRICT: PATIALA HOUSE COURTS: NEW DELHI

CS No. 343/19

Jitender Rana

Vs.

Vinnie Mehta & Ors.

ORDER

1 By way of this order, I shall dispose of the application moved by the defendant no. 1 under Order 7 Rule 11 CPC.

2 Arguments on the application have already been heard.

3 It is submitted by Ld. Counsel for the defendant that present suit is filed by the plaintiff with the following prayers:-

a) Pass a decree of declaration in favour of plaintiff and against the defendants thereby declaring the termination letter dated 01.09.2016 as null and void abinitio thereby cancelling the same.

b) To direct the defendants to re-designate/provide appropriate/suitable position/designation along with consequential benefits to the plaintiff.

c) To pass any other or further relief/order, which this Hon'ble Court deem fit and proper under the facts and circumstances of the case for consummation of justice.

4. It is further argued that on the perusal of the plaint and the prayer made therein, it is evident that the plaintiff is seeking direction from the Court to declare his termination letter dated 01.09.2016 as null and void

and to re-designate/provide suitable position along with consequential benefits. It is submitted that any such relief amounts to enforcement of contract of personal service which is not legally enforceable and is barred by virtue of Section 14 (1) (d) and 41 of the Specific Relief Act, 1963. It is further argued that in view of the aforementioned provisions of the Specific Relief Act the suit of the plaintiff is liable to be rejected under Order VII Rule 11 CPC.

5. It is further argued that in addition to the above, the present suit is barred by Order 2 Rule 2 of CPC. It is submitted that the plaintiff has filed an earlier suit bearing no. 243/2018 against the same defendants on the same cause of action which is pending before this Court for adjudication and the damages of Rs. 50,00,000/- have been claimed in the said suit on the ground of alleged wrongful termination of services on 01.09.2016 and the consequent alleged defamation, humiliation, harassment etc. caused to him.

6. It is further argued that the plaintiff has intentionally relinquished the relief of reinstatement in services with defendant no. 1 in CS No.243/2018.

7. It is further argued that it is clearly provided under Order 2 Rule 2 of CPC that the first suit of the plaintiff should include all his claims and the claims which were not included will amount to intentional relinquishment by the plaintiff and hence, the present suit is clearly barred by law and is liable to be dismissed on this ground alone.

8. Per contra, it is argued by the Ld. Counsel for the plaintiff that both the suits arose from the different cause of actions and hence, two different suits were filed and thus, the same are not hit by the provisions of Order 2 Rule 2. It is further argued that suit of the plaintiff is not hit

by the provisions of the Specific Relief Act and reliance is placed upon *Sandeep Kumar v. G.B. Pant Institute of Engineering and Technology Ghurdauri and others* decided by Hon'ble supreme Court of India on 16.04.2024.

9 Arguments addressed on part of both the parties are taken into consideration. Record perused.

10 As per the defendant No.1, termination letter dated 04.08.2006 was issued invoking the termination clause contained in the appointment letter of the plaintiff. As per the appointment letter dated 04.08.2006 annexed by the plaintiff along with the plaint, his services could be terminated by giving one month's notice by either side and in case of the association by giving one month's salary in lieu of notice. The terms and conditions of the appointment letter are not disputed by the plaintiff. The plaintiff subsequent to the appointment letter continued his services with the employer association. Thus, the terms and conditions of the services of the plaintiff with the employer association were being governed by the appointment letter which is in the form of contract between the employer and employee.

11 Here, reliance is placed upon *Satya Narain Garg Through His Legal Heirs v. DCM Ltd. & Others 2012 [(127) DRJ 216]* wherein it was held that the decision of employers who terminated the services of their employees, it cannot be said to have any element of public policy as these cases are purely governed by the contract of employment entered into between the employer and employee. It is further held that it is not appropriate to construe these contracts being opposed to the principles of public policy and void/illegal under Section 23 of Indian Contract Act. It

is specifically mentioned that the public law principles do not apply to private employment.

12 Reliance is also placed upon *Executive Committee of Vaish Degree College Shamli and Others v. Lakshmi Narain and Ors. [(1976) 2 SCC 58]*, wherein it was held that contract of personal services cannot ordinarily be specifically enforced.

13 In *Gaurav Rajgaria v. Maruti Suzuki India Ltd. (2025 SCC Online Delhi 7707)*, it was held that wherein there was one clause with respect to termination of service by which services could be terminated by giving three months' notice by either party or on payment of salary and dearness allowances in lieu of such notice and it was held that on the basis of said clause the employment contract was of a 'determinable' nature at the behest of either of the parties, without any conditions attached and resultantly such contract is not specifically enforceable as per Section 14 of Specific Relief Act, 1963. It was further held that even in the case of wrongful termination by employer, the employee may at best be entitled to damages and the compensation cannot be granted for emotional distress, injury to reputation or added difficulty in obtaining new employment resulting from dismissal.

14 The authority relied upon by the plaintiff is not pertaining to the private employment based upon the contract and thus, does not have bearing upon the present case.

16 Considering the clause for termination of employment of the appointment letter, it can be safely concluded that the nature of employment contract between the plaintiff and its employer was determinable in nature and the said term/condition was open to be opted by either of the parties. Further, since the nature of impugned contract

was determinable in nature, the same cannot be specifically enforced as per Section 14 of Specific Relief Act, 1963. Accordingly, in the conspectus of the facts, the present suit for the abovementioned reliefs is not found maintainable. Thus, present suit of the plaintiff is rejected.

*(Announced in the open Court
on 13.03.2026)*

(Meenu Kaushik)
District Judge-03
Patiala House Courts, New Delhi District
New Delhi